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

# AGENDA REGULAR MEETING

# Tuesday, January 25, 2022 3:00 p.m.

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



# **COUNTY COMMISSIONERS**

Bill Proctor, Chairman District 1

Nick Maddox, Vice Chair At-Large II Carolyn D. Cummings At-Large I

Kristin Dozier District 5

Jimbo Jackson District 2 Rick Minor District 3 Brian Welch District 4

Vincent S. Long County Administrator Chasity H. O'Steen County Attorney

The Leon County Commission typically holds regular meetings on the second Tuesday of each month and workshops are held on the fourth Tuesday of the month. Regularly scheduled meetings are held at 3:00 p.m. and workshops are held at 1:00 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: <u>www.leoncountyfl.gov</u>. The media and the public can access the meeting in real time on Comcast channel 16, the Leon County Florida channel on Roku, the County's <u>Facebook</u> page, <u>YouTube</u> channel, <u>Twitter</u> and <u>web site</u>.

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

# Board of County Commissioners Leon County, Florida

# **Agenda** Regular Public Meeting Tuesday, January 25, 2022, 3:00 p.m.

Leon County Courthouse, Commission Chambers, 5th Floor 301 S. Monroe Street Tallahassee, Florida 32301

The media and the public can access the meeting in real time on Comcast channel 16, the Leon County Florida channel on Roku, the County's <u>Facebook</u> page, <u>YouTube</u> channel, <u>Twitter</u> and County <u>web site</u>.

Citizens wishing to provide input on any item(s) on the published agenda (or a non-agenda subject) for the meeting may share public comment by using one of the following options:

- In-person at the meeting; or
- Register to provide comments using communications media technology during the meeting through the registration form using the following link <u>https://www2.leoncountyfl.gov/coadmin/agenda/.</u> Citizens wishing to provide virtual comment must register by 8 p.m. on the day before the meeting to provide County staff sufficient time to provide instructions to citizens for comment during the meeting. Anyone needing assistance with registration may contact County Administration at 850-606-5300.

Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., titled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

# **INVOCATION & PLEDGE OF ALLEGIANCE**

Invocation by Rabbi Michael Shields of Temple Israel.

Pledge of Allegiance by Commissioner Dozier.

# AWARDS AND PRESENTATIONS

- Proclamation Recognizing the FSU Women's Soccer Team for Winning the NCAA National Championship (*Chairman Proctor*)
- Proclamation Recognizing Bradley's Country Store 50<sup>th</sup> Annual Fun Day (Commissioner Welch)
- Proclamation to Recognize Timothy Firley and Companions for Their Heroic Rescue Efforts (Commissioner Maddox)
- Presentation Recognizing Leon County's Support of Honor Flight Tallahassee (Tom Napier and Mac Kemp, Honor Flight Tallahassee)
- Coronavirus Disease 2019 (COVID-19) Update (Vincent S. Long, County Administrator and Charmayne Anderson from the Florida Department of Health in Leon County)

# **CONSENT**

- 1. Minutes: November 9, 2021 Regular Meeting (Clerk of Court)
- 2. Payment of Bills and Vouchers (County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
- 3. Proof of Publication of the Notice of Change of Boundaries of County Commissioner Districts *(County Attorney)*
- 4. Fiscal Year 2023 Budget Calendar (County Administrator/ Financial Stewardship/ Office of Management & Budget)
- 5. Acceptance of the Resilient Florida Grant Agreement with Florida Department of Environmental Protection (County Administrator/Financial Stewardship/Office of Management & Budget)
- 6. State Homeland Security and Big Bend Healthcare Coalition Grants (County Administrator/ Financial Stewardship/ Office of Management & Budget/ Emergency Management)
- 7. Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II (County Administrator/ Public Works)
- 8. Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision (County Administrator/ Public Works)
- 9. Second Performance Agreement and Surety Device for Tower Gates Phase 1 Subdivision (County Administrator/ Public Works)
- 10. Approval of the Plat of Bornino Commercial Subdivision (County Administrator/ Public Works)
- 11. Interlocal Agreement for Hurricane Debris Removal and Disposal Services (County Administrator/ Public Works)
- 12. Third Amendment to the Preferred Customer Electric Service Agreement (County Administrator/ Office of Resource Stewardship)

Procurements: (These items are included under Consent.)

13. Bid Award for the Leon County Courthouse Stone Cleaning and Sealant Application Project (County Administrator//Purchasing/Public Works)

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

- 14. Fiscal Year 2021 Annual Performance and Financial Report (County Administrator/ Office of Financial Stewardship)
- 15. Acceptance of the FY 2021 Annual Domi Education Inc. Entrepreneurial Community Impact Report and Authorization to Execute a New Lease Agreement (County Administrator/ Office of Financial Stewardship/ Office of Economic Vitality)
- 16. Annual Status Report on the Leon County Water Quality Monitoring Program (County Administrator/ Public Works)

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- 17. Basin Management Plan Update (County Administrator/ Public Works)
- 18. Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc. (County Administrator/ Resource Stewardship)

# **CONSENT ITEMS PULLED FOR DISCUSSION**

# **CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

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

# **GENERAL BUSINESS**

- 19. Ordinance Addressing Public Health and Safety Issues, Including Issues Related to Homelessness (County Administrator/ County Administration)
- 20. Library of Things for the Leon County Public Library (County Administrator/Library)
- 21. Authorization to Proceed with Drafting an Ordinance Creating a Process for Designating County Roads for Golf Cart Operation (County Administrator/ County Attorney/ Public Works)
- 22. Full Board Appointments to the CareerSource Capital Region Board, and the Joint City/County Bicycling Workgroup (County Administration)

# SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

23. First of Two Public Hearings to Reinstate and Extend the Park Place Development Agreement (County Administrator/ Development Support & Environmental Management)

## **CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS**

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

## **COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

## **RECEIPT AND FILE**

- Children's Services Council of Leon County Quarterly Financial Report
- Children's Services Council of Leon County 2021 Annual Report
- FY 2021 Housing Finance Authority of Leon County Annual Report

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# **ADJOURN**

The next regular meeting of the Board of County Commissioners is tentatively scheduled for <u>Tuesday, February 8, 2022 at 3:00 p.m.</u>

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

# **PUBLIC NOTICE**

#### Leon County Board of County Commissioners 2022 Tentative Meeting Schedule

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

Date	Day	Time	Meeting
January 24	Monday	9:00 a.m.	Board Retreat
January 25	Tuesday	3:00 p.m.	Regular Board Meeting
February 8	Tuesday	3:00 p.m.	Regular Board Meeting
February 22	Tuesday	9:00 a.m.	Joint County/City Affordable Housing Workshop
March 8	Tuesday	3:00 p.m.	Regular Board Meeting
March 22	Tuesday	9:00 a.m.	Workshop on Alternatives to Incarceration for the Possession of Small Amounts of Marijuana
		10:30 a.m.	Workshop on the Jail Population
		1:00 p.m.	Joint County/City Workshop on Comprehensive Plan Amendments
April 12	Tuesday	3:00 p.m.	Regular Board Meeting
April 12	Tuesday	6:00 p.m.	Joint Transmittal Hearing on the 2022 Cycle Comprehensive Plan Amendments
May 10	Tuesday	3:00 p.m.	Regular Board Meeting
May 24	Tuesday		Workshop (TBD)
June 14	Tuesday	3:00 p.m.	Regular Board Meeting
June 14	Tuesday	6:00 p.m.	Joint Adoption Hearing on 2022 Cycle Comprehensive Plan Amendments
June 21	Tuesday	9:00 a.m.	Budget Workshop
July 12	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 12	Tuesday	3:00 p.m.	Regular Board Meeting
September 13	Tuesday	3:00 p.m.	Regular Board Meeting
September 13	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 20	Tuesday		Workshop (TBD)
September 20	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 11	Tuesday	3:00 p.m.	Regular Board Meeting
October 25	Tuesday		Workshop (TBD)
November 22	Tuesday	3:00 p.m.	Installation, Reorganization & Regular Board Meeting
December 13	Tuesday	3:00 p.m.	Regular Board Meeting

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

# **PUBLIC NOTICE**

# Leon County Board of County Commissioners 2022 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
January 2022	Tuesday 11	No meeting	BOARD RECESS
	Monday 17	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Wednesday 19 –		FAC Legislative Day & Innovation Day
	Thursday 20		Tallahassee, FL
	Monday 24	9:00 a.m.	Board Retreat TBD
	Tuesday 25	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First of Two Public Hearings to Consider an Amendment to the Park Place Development Agreement
	Tuesday 18	<del>1:30 p.m.</del>	Capital Region Transportation Planning Agency
	Monday 31	<u>5:30 p.m.</u>	City Commission Chambers
February 2022	Tuesday 8	3:00 p.m.	Regular Meeting
			County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing to Consider an Amendment to the Park Place Development Agreement
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Article IV of Chapter 10 of the Leon County Code of Law, Entitled "Closed Basins and Standards"
		<u>6:00 p.m.</u>	First and only Public Hearing to consider the draft
		<u>tentative</u>	ordinance which repeals Chapter 11, Article VIII of
			the Code of Laws Entitled Solicitation on Public
			Street
	Saturday 12 –		NACO Legislative Conference
	Wednesday 16 Monday 21	1.20	Washington, D.C.
	Wonday 21	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 22	9:00 a.m.	Joint Workshop on Affordable Housing
	1 0 0 0 0 0 J		County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 24	3:00 p.m.	Blueprint Intergovernmental Agency Meeting
	•	Ĩ	City Commission Chambers
March 2022	Tuesday 8	3:00 p.m.	Regular Meeting
			County Courthouse, 5th Floor Commission Chambers
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 22	9:00 a.m.	Workshop on Alternatives to Incarceration for the Possession of Small Amounts of Marijuana
		10:30 a.m.	Workshop on the Jail Population County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		1:00 p.m.	Joint County/City Workshop on the 2022 Cycle Comprehensive Plan Amendments
	Thursday 31	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
April 2022	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Joint County/City Transmittal Hearing on Cycle 2022 Comprehensive Plan Amendments
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers

Month	Day	Time	Meeting Type
April 2022	Tuesday 26	<del>9:00 a.m.</del>	Budget Policy Workshop
(cont.)	cancelled		County Courthouse, 5th Floor Commission Chambers
May 2022	Tuesday 10	3:00 p.m.	Regular Meeting
			County Courthouse, 5th Floor Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency Meeting
			City Commission Chambers
	Thursday 19	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop City Commission Chambers
		3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Friday 20	Offices Closed	EMANCIPATON DAY
	Tuesday 24		Meeting and/or Workshop (TBD)
			County Courthouse, 5th Floor Commission Chambers
	Monday 30	Offices Closed	MEMORIAL DAY
	TBD		Honor Flight Tallahassee
	IDD		Washington D.C.
June 2022	Tuesday 14	3:00 p.m.	Regular Meeting
5unc 2022	Tuesday 14	5.00 p.m.	County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Joint County/City Adoption Hearing on Cycle 2022
		0.00 p.m.	Comprehensive Plan Amendments
	Monday 20	1:30 p.m.	Capital Region Transportation Planning Agency Meeting
		ne o pilli	City Commission Chambers
	Tuesday 21	9:00 a.m.	Budget Workshop
			County Courthouse, 5th Floor Commission Chambers
	Tuesday 28 –		FAC Annual Conference & Educational Exposition
	Friday 1		Orange County; Orlando, FL
July 2022	Monday 4	Offices Closed	INDEPENDENCE DAY
•	Tuesday 12	9:00 a.m.	Budget Workshop (if necessary)
	Tuebuuy 12	5.00 u.m.	County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Regular Meeting
		2.00	County Courthouse, 5th Floor Commission Chambers
	Thursday 14	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Thursday 21 -		NACo Annual Conference
	Sunday 24		Adams County / Aurora, Colorado
	Tuesday 26	No Meeting	BOARD RECESS
August 2022	Thursday 18 -	_	Chamber of Commerce Annual Conference
0	Sunday 21		Amelia Island, Fernandina Beach, FL
September 2022	Monday 5	Offices Closed	LABOR DAY
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 21/22*
	Wadnasdan 14		FAC Innovation & Policy Conference
	<u>Wednesday 14 –</u> <u>Friday 16</u>		<u>Miami-Dade County</u>
	Sunday 18 – Wednesday 21		ICMA Annual Conference Franklin County / Columbus, Ohio
	Tuesday 20	1:00 p.m.	Workshop TBD
	T 1 20	C 00 *	County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	6:00 p.m.*	Second & Final Public Hearing on Adoption of Final
	T 1 07	1.20	Millage Rates and Budgets for FY 21/22*
	Tuesday 27	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers

Month	Day	Time	Meeting Type
September 2022 (cont.)	Thursday 15 Thursday 29	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing City Commission Chambers
	TBD		Congressional Black Caucus Annual Legislative Conference - TBD
	TBD		National Urban League Annual Conference TBD
*These public hearin	ng dates may change bed	cause of the School	Board's scheduling of its budget adoption public hearings
October 2022	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 18	9:00 a.m.	Capital Region Transportation Planning Agency Workshop/Retreat – City Commission Chambers
	Tuesday 25		Meeting and/or Workshop (TBD) County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
November 2022	Tuesday 8	Offices Closed	ELECTION DAY
	Friday 11	Offices Closed	VETERAN'S DAY
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 22	3:00 p.m.	Installation, Reorganization and Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 24	Offices Closed	THANKSGIVING DAY
	Friday 25	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	<u>Wednesday 30 –</u> Friday 2		FAC Legislative Conference Pinellas County
December 2022	Thursday 8	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Monday 26	Offices Closed	CHRISTMAS OBSERVED
January 2023	Monday 2	Offices Closed	NEW YEAR'S DAY OBSERVED
	Tuesday 10	No Meeting	BOARD RECESS
	Monday 16		MARTIN LUTHER KING, JR. DAY

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# Citizen Committees, Boards, and Authorities <u>Current and Upcoming Vacancies</u>

leoncountyfl.gov/committees

### CURRENT VACANCIES

Animal Classification Committee Board of County Commissioners (1 appointment) – Licensed Veterinarian Board of County Commissioners (1 appointment) – Informed Citizen

CareerSource Capital Region Board Board of County Commissioners (1 appointment)

Contractors Licensing Board Commissioner - District III: Rick Minor (1 appointment)

#### Joint City/County Bicycling Workgroup Board of County Commissioners (1 appointment)

City of Tallahassee (4 appointments)

Library Advisory Board Commissioner - District III: Rick Minor (1 appointment)

### **UPCOMING VACANCIES**

#### MARCH 31, 2022

Contractors Licensing Board Commissioner - District II: Jimbo Jackson (1 appointment)

#### APRIL 30, 2022

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

Tallahassee Sports Council Board of County Commissioners (2 appointments)

Value Adjustment Board Board of County Commissioners (1 appointment)

#### MAY 31, 2022

Advisory Committee for Quality Growth Board of County Commissioners (8 appointments)

#### JUNE 30, 2022

#### Architectural Review Board

Board of County Commissioners (1 appointment) - owner of historic property

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#### JUNE 30, 2022 (cont.)

#### **Board of Adjustments & Appeals** Board of County Commissioners (2 appointments)

#### CareerSource Capital Region Board

Board of County Commissioners (2 appointments)

### Planning Commission

Board of County Commissioners (1 appointment)

# Leon County Board of County Commissioners

Notes for Agenda Item #1

# Leon County Board of County Commissioners Agenda Item #1

January 25, 2022

To:	Honorable Chairman and Members of the Board	
From:	Vincent S. Long, County Administrator	Y
Title:	Minutes: November 9, 2021 Regular Meeting.	ſ

<b>Review and Approval:</b>	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Edward Burke, Finance Director, Clerk of Court & Comptroller	
Lead Staff/ Project Team:	Beryl Wood, Clerk to the Board	

# **Statement of Issue:**

This item seeks Board review and approval of the following minutes: November 9, 2021 Regular Meeting.

# Fiscal Impact:

This item has no fiscal impact.

## Staff Recommendation:

Option #1: Approve the minutes of the November 9, 2021, Regular Meeting.

## Attachment:

1. November 9, 2021 Regular Meeting minutes

#### BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA Installation Ceremony and Board Reorganization REGULAR MEETING November 9, 2021

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman Rick Minor presiding. Present were Vice-Chairman Bill Proctor and Commissioners Brian Welch, Kristin Dozier, Carolyn Cummings, Nick Maddox, and Jimbo Jackson. Also present were County Administrator Vincent Long, County Attorney Chasity O'Steen, and Clerk to the Board Beryl H. Wood.

Chairman Minor called the meeting to order at 3:00 p.m. and welcomed everyone to the Reorganization of the Board Ceremony. He acknowledged the Constitutional Officers.

#### **INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Pastor Brad Clayton of Faith Presbyterian Church. Chairman Rick Minor than led the Pledge of Allegiance.

#### REMARKS AND PRESENTATIONS

Chairman Minor presided over the Installation Ceremony. He introduced the Commission and went into the presentations:

- Presentation of Years of Service Pins to County Commissioners (Welch and Cummings for 1 year, Jackson for 5 years and Proctor for 25 years). Each Commissioner noted his/her appreciation for having the opportunity to serve the citizens of Leon County.
- Presentation to Outgoing Chairman was presented by Vice-Chairman Bill Proctor. Chairman Minor was applauded for his outstanding work as Chairman. Vice Chairman Proctor noted some of Chairman Minor's many accomplishments and presented a leadership plaque.
  - County Administrator Long acknowledged Chairman Minor for his leadership and presented a framed photomontage showing different moments during the Chairman's tenure.
  - Commissioner Welch applauded Chairman Minor for his leadership. He stated that he has set a wonderful example of how the Chair should operate.
  - Commissioner Cummings thanked Chairman Minor and stated that his leadership was stellar.
  - Commissioner Jackson echoed the thoughts of his colleagues. He spoke of the leadership provided during the pandemic.
  - Commissioner Dozier expressed her gratitude for the leadership displayed and the difficulties faced during the pandemic. She thanked Chairman Minor for his service.
  - Commissioner Maddox discussed Chairman Minor's growth as Chairman and his leadership through the pandemic.
  - Commissioner Proctor noted Chairman Minor's commitment, sincerity, and professionalism, and thanked him for his leadership.
  - County Attorney O'Steen acknowledged Chairman Minor for his leadership.
- Remarks by Outgoing Chairman
  - Chairman Minor thanked the County Administrator and County Attorney. He thanked the citizens of Leon County and the Board. He highlighted some of his accomplishments during his term, one being the recruitment of Amazon and noting the jobs and economic benefits to the community. He thanked his Chief of

Staff Jodi Wilcox for her work. He shared personal stories and how teamwork makes a difference. He thanked the Board for allowing him the opportunity to serve as Chair.

#### **REORGANIZATION**

The Honorable Clerk of the Court Gwen Marshall Knight stepped forward as the presiding officer for the 2021-2022 Commission reorganization. Clerk Marshall Knight thanked Chairman Minor, County Administrator Long, County Attorney O'Steen and the Board for their leadership. She also recognized her management team.

Election of Chairman:

• Commissioner Maddox moved, seconded by Commissioner Dozier, to nominate Commissioner Proctor for Chairman for the Leon County Board of County Commissioners. <u>The motion carried 7-0.</u>

Election of Vice–Chairman:

• Commissioner Jackson moved, seconded by Commissioner Cummings, to nominate Commissioner Maddox for Vice-Chairman for the Leon County Board of County Commissioners. <u>The motion carried 7-0.</u>

Administration of the Oath of Office to the newly elected Chairman Bill Proctor was provided by the Clerk of Court Gwen Marshall.

• Newly elected Chair Bill Proctor gave heartfelt remarks. He discussed the present age we live in and the challenges that have been presented to Leon County. He was presented the gavel. He acknowledged his family and friends in attendance. He thanked the Board for electing him as Chairman. He discussed challenges such as broadband, mental health, infrastructure, COVID-19, global warming, and climate change. He asked that they walk with him as Chairman and shared they could be bold for such a time as this to lead.

#### Short Recess

- *The regular public meeting will reconvene following the recess at 4:00 p.m.*
- Commissioner Welch moved, seconded by Commissioner Jackson, to take a recess. <u>The</u> <u>motion carried 7-0.</u>
- The meeting reconvened at 4:05 p.m.

#### AWARDS AND PRESENTATIONS

- Presentation by the Leon County Supervisor of Elections
  - Mark Earley, Leon County Supervisor of Elections, expressed thanks to the Board and staff for the repairs to his organization's building. He provided an overview of Florida's new elections law and other election-related issues for the upcoming 2022 election. He shared the Supervisor of Elections (SOE) is well prepared for the 2022 election year.
  - Commissioner Jackson commended the SOE.
  - Commissioner Maddox thanked the SOE for the successful past elections and offered the Board's full support for the upcoming election.

- Chairman Proctor asked that voting information regarding early voting and drop box changes be provided early to the citizens of the County and confirmed with the SOE that there will be minimal changes in the upcoming election.
- Coronavirus Disease 2019 (COVID-19) Update and an update from the COVID-19 Vaccination Task Force
  - County Administrator Long introduced Claudia Blackburn, Health Officer for the Florida Department of Health in Leon County, and Dr. Elaine Bryant.
  - Ms. Blackburn stated that January 5th will be her last day as she will be retiring. She provided an update on the declining positivity rate, the moderate community transmission status, testing sites, vaccination rates and booster shots, vaccination recommendations, vaccination clinics, and monoclonal antibody treatment sites. She stated that influenza activity has increased in the County and stressed the importance of receiving the flu vaccine.
  - Dr. Elaine Bryant provided an overview of the Vaccination Task Force's efforts over the last year. She explained that Phase I targeted seniors and low-income neighborhoods while Phase II targeted youth, millennials, and gen-Xers. She thanked the Board for its support and presented a "Got Vaxxed" public service announcement targeting youth. She stated that there will be a "Got Vaxxed" Community Connection vaccination and booster clinic on Saturday, November 13th at Bethel Family Life Center.
  - Marcus West, Director of Community Health & Planning for the Florida Department of Health in Leon County, provided an overview of vaccination rates and outreach efforts.
  - Commissioner Cummings commended Ms. Blackburn, Dr. Bryant, and Mr. West on their outreach efforts.
  - Commissioner Dozier reflected on the data that has been collected.
  - Commissioner Jackson confirmed that FAMU is a vaccination and testing site.
  - Commissioner Minor thanked the team for its work.
  - Chairman Proctor reflected on youth isolation anxiety and confirmed with Mr. West that staff is working on resource advocacy.

*Vice Chair Maddox moved, seconded by Commission Minor, to waive Board Policy No. 01-05 regarding the requirement of 24-hour notice prior to the Board meeting to pull an item from Consent. The motion carried 7-0.* 

Commissioner Minor moved, seconded by Commissioner Dozier, to pull Item 18: Consideration to join the Florida PACE Funding Agency from the Consent Agenda. <u>The motion carried 7-0.</u>

#### CONSENT:

*Vice Chair Maddox moved, seconded by Commissioner Welch, to approve the Consent Agenda, as presented with the exception of Item 18: Consideration to join the Florida PACE Funding Agency. The motion carried 7-0.* 

# 1. Minutes: September 7, 2021, Special Meeting, and September 14, 2021, Regular Meeting

The Board approved Option #1: Approve the minutes of September 7, 2021, Special Meeting, and September 14, 2021, Regular Meeting.

### 2. Payment of Bills and Vouchers

The Board approved Option #1: Approve the payment of bills and vouchers submitted for November 9, 2021, and pre-approve the payment of bills and vouchers for the period of November 10, 2021, through December 13, 2021.

#### 3. Request to Schedule the First and Only Public Hearing to Consider Adopting an Ordinance Authorizing the Automatic Renewal of the Low- Income Senior Property Tax Exemption, for December 14, 2021

The Board approved Option #1: Schedule the first and only public hearing to consider adopting the proposed Ordinance amending Section 11-423 of the Leon County Code of Laws to authorize the automatic renewal of the Low-Income Senior Exemption (Attachment #1), for December 14, 2021, at 6:00 p.m.

# 4. Request to Schedule a Workshop on Alternatives to Incarceration for the Possession of Small Amounts of Marijuana, and a Workshop on the Jail Population

*The Board approved Options* #1 - #2:

Option #1: Schedule a workshop on Alternatives to Incarceration for the Possession of Small Amounts of Marijuana for Tuesday, March 22, 2022, at 9:00 a.m.

Option #2: Schedule a workshop on the Jail Population for Tuesday, March 22, 2022, at 10:30 a.m.

#### 5. Voluntary Annexation of the Property Located Approximately 1,500 Feet East of the Bull Headley Road and Bannerman Road Intersection

The Board approved Option #1: Do not object to the proposed voluntary annexation of the property located approximately 1,500 feet east of the Bull Headley Road and Bannerman Road intersection, contingent upon the City and County negotiating an interlocal agreement to apportion the operation, maintenance and fiscal responsibility for the regional stormwater facility and associated conveyance structures; and, authorize the County Administrator to execute the agreement subject to legal review by the County Attorney.

#### 6. Approve the Shoppes at Summerfield Type "A" Site and Development Plan which Proposes 42, 050 Square Feet of Non-Residential Development within the Summerfield Planned Unit Development and find it Compliant with the Conditions Set Forth in Ordinance No. 04-40

The Board approved Option #1: Approve the Shoppes at Summerfield Type "A" Site and Development Plan (Attachment #1) and find it compliant with the conditions set forth in Ordinance No. 04-40.

#### 7. Funding Agreement with the Florida Division of Emergency Management to Purchase and Install a Backup Generator at the County's Secondary Special Needs Shelter

*The Board approved Options* #1 - #2:

Option #1: Approve the funding Agreement with the Florida Division of Emergency Management for the purchase and installation of a backup generator at the County's secondary special needs shelter (Attachment #1), and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

*Option #2: Approve the Resolution and associated Budget Amendment Request (Attachment #2).* 

#### 8. FY 2021 Year-End and FY 2021 Carry Forward Adjustments

*The Board approved Option #1 - #2:* 

*Option #1: Approve the FY 2021 year-end budget adjustments, and the Resolution and associated Budget Amendment Request (Attachment #1).* 

*Option #2: Authorize the carry forward of FY 2021 appropriations to the FY 2022 budget by adopting the Resolution and associated Budget Amendment Request (Attachment #2).* 

#### 9. Request to Schedule a First and Only Public Hearing to Consider a Proposed Resolution Adopting the Inventory List of County-Owned Properties Appropriate for Affordable Housing, for December 14, 2021

The Board approved Option #1: Schedule a first and only public hearing to consider a proposed Resolution adopting the inventory list of County-owned properties deemed to be appropriate for affordable housing, for Tuesday, December 14, 2021, at 6:00 p.m.

#### 10. Application for Resilient Florida Grant on Behalf of Apalachee Regional Planning Council

*The Board approved Option #1 - #3:* 

Option #1: Approve the partnership in the submittal of a regional resiliency grant on behalf of the Apalachee Regional Planning Council.

Option #2: Authorize the County Administrator to enter into a sub-grant agreement with the Apalachee Regional Planning Council to perform the contract requirements of the Resilient Florida Grant in a manner deemed legally sufficient by the County Attorney.

*Option #3: Approve the Resolution and Budget Amendment (Attachment #1).* 

#### 11. FY 2022 Primary Health Care Program Agreements

The Board approved Option #1: Approve the FY 2022 Agreements with Bond Community Health Center, Inc., Neighborhood Medical Center, Inc., Apalachee Center, Inc., Capital Medical Society Foundation Inc. (We Care), and the Florida A&M University to provide health care services for uninsured and underinsured Leon County residents (Attachments #1, #2, #3, #4 and #5), and authorize the County Administrator to execute, subject to legal review by the County Attorney.

# 12. Agreement with Apalachee Center, Inc. for the Provision of State-Mandated Baker Act and Marchman Act Services

The Board approved Option #1: Approve the Agreement with Apalachee Center, Inc. for Baker Act and Marchman Act state-mandated services for FY 2022 (Attachment #1) and authorize the County Administrator to execute.

#### 13. Status Report on Workforce Housing as Part of Planned Unit Development

*The Board approved Option #1: Accept the status report on workforce housing as part of Planned Unit Developments.* 

#### 14. Interlocal Agreement with the City of Tallahassee for the Northeast Lake Munson Sewer System Project

The Board approved Option #1: Approve the Interlocal Agreement between Leon County and the City of Tallahassee for the Provision of Sewer Service to Northeast Lake Munson Area (Attachment #1) and authorize the County Administrator to execute.

#### 15. Request to Schedule the First and Only Public Hearing Regarding Intent to Use the Uniform Method for the Levy, Collection and Enforcement of Non-Ad Valorem Assessments for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located in Annawood, for December 14, 2021

The Board approved Option #1: Schedule the first and only public hearing regarding the County's intent to utilize the Uniform Method for the levy, collection, and enforcement of Non-Ad Valorem Assessments for the purpose of collecting the full amount of all charges related to Sewer Service imposed on certain real property located in Annawood, for December 14, 2021, at 6:00 p.m.

#### 16. Approval of the Plat for Unit 3 of Chastain Manor Phase II Subdivision

The Board approved Option #1: Approve the plat for Unit 3 of Chastain Manor Phase II Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device (Attachment #2), subject to legal review by the County Attorney, and execute any future agreement extensions thereto.

#### 17. Authorization to Transfer Security X-ray Imaging Machine to Franklin County

*The Board approved Option #1: Authorize the transfer of a surplus X-ray Imaging Machine to Franklin County.* 

#### 18. PULLED -Consideration to Join the Florida PACE Funding Agency

Procurements: (These items are included under Consent.)

#### 19. Approval of 800 MHz Motorola Radio Purchase and Related Financing

*The Board approved Options* #1 - #3:

*Option #1: Authorize the County Administrator to finalize and sign all documents related to the purchase of 800 MHz radios from Motorola Solutions, Inc., subject to legal review by the County Attorney.* 

Option #2: Adopt the Bond Resolution and approve the Financing Agreement (Attachment #1) with Capital City Bank to finance the purchase of the Motorola 800 MHz radios (Attachment #1), and authorize the Chairman and/or the County Administrator to execute the financing documents and any other closing documents necessary to complete the transaction.

*Option #3: Approve the Resolution and Associated Budget Amendment (Attachment #2).* 

# 20. Bid Award for the Leon County Sheriff's Office Administration Building Site Improvements and Lobby Renovations Project

The Board approved Option #1: Approve the bid award to Arris General Contractors, Inc. in the amount of \$412,900 for the Leon County Sheriff's Office Administration Building Site Improvements and Lobby Renovations project (Attachment #1), and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

Status Reports: (These are included under Consent.)

#### 21. Status Report on Lake Talquin Recreational Urban Fringe Zoning District

The Board approved Option #1: Accept the status report on the Lake Talquin Strategic Initiative on commercial land uses supportive of natural resource-based activities in the Lake Talquin Recreational/Urban Fringe (LT) zoning district and take no further action at this time.

#### CONSENT ITEMS PULLED FOR DISCUSSION

#### <u>ITEM 18.</u>

This item was pulled by Commissioner Minor. Commissioner Minor stated that he had received an email from a constituent with many years of banking experience, expressing concern about the Renovate America residential PACE program targeting disadvantaged homeowners and causing unfavorable financial conditions for those families including loan default and foreclosure. He stated that the Florida PACE Funding Agency Resolution before the Board includes a provision regarding the ability to pay. He made a motion for Option #1 with an amendment for staff to provide a status report in one year on the status of the new partnership.

Commissioner Minor moved, seconded by Commissioner Dozier, to approve Option #1 as amended: Adopt the Resolution joining the Florida PACE Funding Agency (FPFA) to continue the residential and expand the commercial PACE Program, and authorize the Chairman or County Administrator to execute all necessary documents to implement same, subject to legal review by the County Attorney; and direct staff to provide a status report in one year on the partnership with the Florida PACE Funding Agency.

The motion passed 7-0.

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

• Whitfield Leland, III, 527 West Brevard Street, Community Roundtable, spoke in regard to the need for repairs at the County jail.

- Dr. Ervin Jackson, 1341 Jackson Bluff, spoke regarding past local government corruption, and the need for revisions to the County's lobbyist registration rules. He suggested various lobbyist registration reforms and distributed paperwork with those proposed changes to the Board.
- Melissa Villar, Normal Tallahassee, spoke about the need to include discussion about expungements and ending pre-employment and random screening to the upcoming Board Workshop on Alternatives to Incarceration for the Possession of Small Amounts of Marijuana in March 2022.

#### GENERAL BUSINESS

#### 22. Addressing Poverty and Inequities

County Administrator Long introduced this item. He stated this item provides a comprehensive report on programs, services, initiatives, and events adopted and implemented by the County and other community partners to address poverty and inequities in communities and neighborhoods within the 32304-zip code. Additionally, as requested by the Board at its January 25, 2021, annual retreat, the item presents plans that have been developed by residents of the neighborhoods in 32304 and provides recommendations to better coordinate, align, and enhance existing County programs and services with these plans to continue to improve the neighborhoods in collaboration with community partners.

- Vice Chair Maddox reflected on the need for partnerships to address the community's needs. He thanked Chairman Proctor for his leadership in this area and made a motion for Options #1 through #4, seconded by Commissioner Minor. He confirmed with the County Administrator that an annual report would be brought back to the Board. He asked for a status report on the Neighborhood First Program in 6 months and in one year, then annually thereafter.
- Commissioner Welch reflected on the need to engage and partner with Leon County Schools.
  - Shington Lamy, Director, Human Services & Community Partnerships, confirmed that the libraries are partnering with the Leon County Schools for programming.
- Chairman Proctor reflected on the need for a partnership with the City and Leon County Schools. He commended the report and requested the County Administrator schedule a Mayor/Commission Chair/School District Chair meeting to discuss the report with the City and Leon County Schools.
- Commissioner Minor commended the teamwork reflected in the report.
- Commissioner Dozier reflected on the need for a status report in March, early in the County's budget cycle, instead of in 6 months. She expressed that there may be a better way to refine the area of greatest need which is beyond just 32304. She expressed the need to move forward based on the data collected and reflected a possible discussion at the Board's upcoming retreat.
- Commissioner Cummings commended the report and reflected on the need for a holistic approach to address issues regarding pandemic mental health concerns, school readiness for children, and impoverished families, in collaboration with the City. She questioned the outcome measures for the services provided by the CHSP service providers for these three specific areas.
  - Shington Lamy stated that CHSP outcome measures, including those for the Promise Zone, will be presented to the Board at the next meeting in December.
- Chairman Proctor reflected on the data that has been collected and expressed the need for a special task force to assess the use of Build Back America funding.

- Commissioner Jackson expressed that education is the key to escaping poverty. He reflected on the need to increasing literacy by engaging families.
- Commissioner Dozier reflected on the CHSP outcome measures data being collected.
- Vice Chair Maddox amended his motion for the status report to be presented in 3 months and requested that staff promote Career & Technical Education (CTE) and vocational education in the 32304 area.
- Chairman Proctor reflected on the need to collaborate with FSU and Leon County Schools.

Vice Chair Maddox moved, seconded by Commissioner Minor, to approve Option #1 as amended: Direct staff to work with the City of Tallahassee on the development and implementation of the Neighborhood First Program in order to engage residents and develop plans to address poverty and inequity in targeted neighborhoods and directed staff to provide a status report in 3 months and also in one year;

Option #2: Direct the prioritization of Promise Zone funding through Community Human Services Partnership to programs that align with the Neighborhood First Plans;

Option #3: Approve the collaboration with the City of Tallahassee and the Mental Health Council of the Big Bend to host a series of mental health outreach and training events within Neighborhood First Program neighborhoods in the amount of \$10,000, and approve the Resolution and associated Budget Amendment Request; and

*Option #4: Direct staff to coordinate with the City of Tallahassee on Library Programs that align with the Neighborhood First Plans when possible.* 

The motion passed 7-0.

#### 23. Food Insecurity at Neighborhood Block Group Level

County Administrator Long introduced this item. He stated as requested at the January 25th Board Retreat, this item provides an analysis of Feeding Florida's recent study to determine the number of Leon County residents missing meals, and recommends the County, in partnership with the City and Second Harvest of the Big Bend, conduct meetings in specific neighborhood blocks identified by Feeding America, to identify and address barriers that exacerbate food insecurity.

No speakers on this item.

- Commissioner Minor reflected on the food insecurity problem in specific areas of the County.
- Chairman Proctor expressed that dignity and respect is important when dealing with this issue.

Commissioner Minor moved, seconded by Vice Chair Maddox, approval of Option 1: Direct staff to coordinate with America's Second Harvest of the Big Bend to conduct community meetings in collaboration with the City of Tallahassee to determine barriers that exacerbate food insecurity in the neighborhood block groups. <u>The motion carried 7-0.</u>

#### 24. Proposed Modifications to the Capital Region Transportation Planning Agency Board's Voting Structure

County Administrator Long introduced this item. He stated this item seeks Board consideration of the Capital Region Transportation Planning Agency's (CRTPA) request to modify the CRTPA Board's voting structure. The proposal replaces the CRTPA's current weighted voting system with a single vote per member system which reduces the County's share of the vote from 37% to 30%. He mentioned that the Leon County School Board would no longer be a voting member of the CRTPA.

Public Comment:

- Jan Bennitt, 3135 Haddock Court, appeared via Zoom, stated that she felt the school board should remain on the CRTPA Board.
- Pat Martin, 3119 Brockton Way, spoke in opposition to Option #1. She asked why Thomasville Road was at the top of the priority list.
- Gayle Nelson, 3119 Brockton Way, spoke in opposition to Option #1.
- Greg Slay, Executive Director of the CRTPA, stated that the voting change would require a bylaws amendment, and that would not occur before the CRTPA vote on the Thomasville Road Multiuse Path.

Commissioner Discussion

- Chairman Proctor asked for the Board's three representatives on the CRTPA to comment on the proposal.
- Commissioner Dozier expressed that it is not typical to give up some weight of the voting but stated that there is good collaboration with neighboring counties in the CRTPA and stated her support of Option #1.
- Commissioner Minor reflected that the system works now but stated there may be issues in the future should the voting structure be changed. He reflected on the change occurring before the CRTPA vote on the Thomasville Road Multiuse Path. He stated that he would not support Option #1.
- Vice Chair Maddox expressed that, although the CRTPA vote was unanimous, he was not ready to vote on this item yet and would like to postpone the item in order to have further discussion with the CRTPA.
- Chairman Proctor stated that he was not ready to support Option #1 since there is no consensus from the Board's CRTPA members.
- Commissioner Dozier stated that the other counties in the CRTPA have approved the change. She made a motion to continue the item until December 14th, or later if needed, after further discussion at the CRTPA. Commissioner Cummings seconded. She stated that there are two issues, the number of Board members on the CRTPA and the weighted vote.
- Vice Chair Maddox explained that the State had proposed a voting change several years ago that did not pass. He expressed that further discussion at the CRTPA level was needed before bringing it back to the Board. He offered a friendly amendment to table the item indefinitely.

Commissioner Dozier amended her motion to continue the agenda item to January 25, 2022, seconded by Commissioner Cummings.

- Commissioner Welch said the issue should be brought back to the Board after the CRTPA Thomasville Road Multiuse Path vote is finalized.
- Chairman Proctor stated the fundamental question is, why should the County give up voting weight?

- Commissioner Dozier said the change would not go into effect for the CRTPA until after the CRTPA bylaws are amended, which would not happen before the February CRTPA vote on the Thomasville Road Multiuse Path vote.
- Commissioner Minor stated his support of the amended motion and expressed that the weighted vote change should not take place before the CRTPA Thomasville Road Multiuse Path vote.
- Vice Chair Maddox expressed that the opposition needs to the heard at the CRTPA level and stated his support of the motion.

*Commissioner Dozier moved, seconded by Commissioner Cummings, to approve Option #3* – Board direction: directed staff to continue the agenda item until the Board's January 25, 2022, meeting. <u>The motion passed 7-0.</u>

#### 25. Acceptance of Updated County Commission Redistricting Map per New Census

County Administrator Long introduced this item. He stated this item seeks Board consideration of a proposed County Commission redistricting map. If authorized by the Board, staff will submit the proposed map for presentation to the National Association for the Advancement of Colored People (NAACP). Additionally, if approved, staff will commence with a public outreach campaign to solicit feedback on the map prior to the Board's scheduled December 14, 2021 public hearing to consider adopting an Ordinance amending the Commission Districts. He stated that no changes are proposed for Districts 3, 4 and 5.

There were no speakers on this item.

Chairman Proctor commented on the effects of redistricting. He stated this methodology is born out of lawsuits.

- Commissioner Minor commended staff for the agenda item.
- Commissioner Dozier expressed that she had no problems with the staff recommendation. She reflected on the area population projections from 10 years ago and expressed the need to see how they compare to the Census data. She offered an amendment to direct staff to provide the comparison in order to make informed decisions for future land use needs.
- Commissioner Jackson stated his support of staff recommendation.
- Commissioner Cummings commended the agenda item and stated her support of staff recommendation.
- Chairman Proctor stated his support of staff's recommendation.

Vice Chair Maddox moved, seconded by Commissioner Welch, to approve Option #1 as amended: Authorize staff to transmit the proposed County Commission Redistricting Map and other relevant documentation to the National Association for the Advancement of Colored People (NAACP), and file necessary documents with the United States District Court for the Northern District of Florida; and

Option #2: Direct staff to commence with a public outreach campaign to solicit feedback on the proposed County Commission Redistricting Map; and provide an analysis of historic population projections and land use needs compared to the 2020 Census and actual development activity.

#### The motion carried 7-0.

#### 26. Approval to Award FY 2022 – FY 2024 Legacy Event Grant Funding Agreements

County Administrator Long introduced this item. He stated this item seeks Board approval to award three-year (FY 2022 through FY 2024) Legacy Event Grant funding agreements to: Market Days, Red Hills International Horse Trials, Springtime Tallahassee Festival, and the LeMoyne Chain of Parks Art Festival.

Public Comment:

Sean Marston, Treasurer of Springtime Tallahassee, spoke in support of providing the grant.

Commissioner Discussion:

- Commissioner Dozier recused herself from the vote on Option #1d. due to the perception of a conflict of interest due to her sister's employment with LeMoyne.
- Chairman Proctor confirmed with County Administrator Long that these four events met the criteria for Legacy Event grant funding.
- Commissioner Dozier reflected on the other grants including the COCA and the Emerging Events grants, for those events that do not qualify for the Legacy Event grant.
- Commissioner Cummings stated her support of the four legacy events.

*Vice Chair Maddox moved, seconded by Commissioner Minor, approval of Option #1a-c: Approve the three-year (FY 2022 – FY 2024) Legacy Event Grant funding agreements as presented in this item for the following Legacy Events:* 

a. Market Days (Attachment #1).

- b. Red Hills International Horse Trials (Attachment #2).
- c. Springtime Tallahassee Festival (Attachment #3).

The motion carried 7-0.

*Vice Chair Maddox moved, seconded by Commissioner Welch, approval of Option 1.d: d. LeMoyne Chain of Parks Art Festival (Attachment #4).* <u>The motion carried 6-0.</u> <u>*Commissioner Dozier recusal.*</u>

#### SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

#### 27. First and Only Public Hearing to Consider a Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order

County Administrator Long introduced this item. He stated this item requests the Board conduct the first and only Public Hearing to consider approval of a sixth amendment to the Southwood Development of Regional Impact Integrated Development Order (Southwood DRI DO) to re-designate a 3.4-acre portion of property at the intersection of Tram Road and Artemis Way from "Mixed Use Industrial" to "Mixed Use Educational and Institutional," to allow for the construction of a 20,000 square foot-daycare facility adjacent to the Tallahassee Classical School. The applicant is also requesting to update the roadway schedule within the Southwood DRI DO that would allow some roadways, originally scheduled for completion in 2020, to be completed by the end of 2025. Amendments to the Southwood DRI DO require the approval of both the County and City Commissions.

There were no public speakers.

*Commissioner Cummings moved, seconded by Commissioner Minor, approval of Option #1:* 

Conduct the first and only Public Hearing and approve the sixth amendment to the Southwood Development of Regional Impact Integrated Development Order (Attachment #1). <u>The motion carried 4-0 (Welch, Dozier and Maddox not in Chambers).</u>

#### 28. First and Only Public Hearing to Consider Adopting an Ordinance Amending Section10-1.101 of the Land Development Code Entitled "Definitions" and Section 10-6.809 of the Land Development Code Entitled "Transitional Residential Facilities."

County Administrator Long introduced this item. He stated this item requests the Board conduct the first and only Public Hearing to consider adopting an Ordinance amending the Land Development Code to include the coordination of the Big Bend Continuum of Care in the establishment of any transitional residential facility and to exempt temporary cold night shelters from the definition of transitional residential facilities.

#### Public Comment:

- $\circ~$  o Kristin Olson-Doolan spoke in support of additional needed provisions in the Ordinance.
- $\circ~$  o Frank Doolan spoke in support of the Ordinance but stated that it did not go far enough.

#### Commissioner Discussion:

- Commissioner Jackson made a motion for Option #1, seconded by Vice Chair Maddox. He expressed his concerns about the homeless camping in public rightsof-way in his district.
  - County Administrator Long stated that an agenda item addressing the open camping issue will be brought to the Board in December. He confirmed that the County has never had a request for a homeless shelter to be sited in the unincorporated areas of Leon County.
- Commissioner Dozier confirmed with the County Administrator that coordination with the Big Bend Continuum of Care would address many of the issues brought up by the citizens. She confirmed with the County Administrator that the City is working through legal issues with City Walk and expressed that the County needs to collaborate with the City going forward.
- Commissioner Minor reflected on the individuals struggling with homelessness, and the services available to them, and the issue of how to compel them to utilize the services.
- Chairman Proctor commended staff's expertise expressed in the agenda item.

Commissioner Jackson moved, seconded by Vice Chair Maddox, approval of Option #1: Conduct the first and only Public Hearing and adopt an Ordinance amending Section 10-1.101 of the Land Development Code Entitled "Definitions" and Section 10-6.809 of the Land Development Code Entitled "Transitional Residential Facilities." <u>The motion carried 7-0</u>.

#### CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

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

#### **COMMENTS/DISCUSSION ITEMS**

#### **County Attorney O'Steen:**

- Announced the employment of a new Assistant County Attorney, Christina Smiekle.
- Stated that the Petition for Administrative Proceedings has been filed with the Department of Health to dispute the notice of violation and fine. The County Attorney will provide additional information to the Board regarding the status of the case once the Petition has been referred to the Division of Administrative Hearings and as the case progresses.

#### **County Administrator Long:**

- Announced that the Operation Thank You Veterans Day Breakfast will be held on Thursday, November 11th at the American Legion Hall on Lake Ella.
- Stated that the County's Hiring Fair was held Monday, November 8th, and was extremely successful.

#### **COMMISSIONER DISCUSSION ITEMS**

#### **Commissioner Welch:**

- Announced that the Lake Killearny clean-up event has been rescheduled and will be held on Saturday, November 13th.
- He reflected on complaints received about trash cans remaining too close to the road after pick-up service on Miccosukee Road. He requested an agenda item to explore options to require trash cans be moved away from certain roadways such as canopy roads.
  - Commissioner Welch moved, seconded by Vice Chair Maddox, to direct staff to provide an agenda item exploring options requiring serviced trash cans be removed in a timely manner, from the right-of-way on certain roadways, such as canopy roads. <u>The motion passed 7-0.</u>
- Stated that Dr. Seay is in discussion with the Division of State Parks to allow the Lake Hall Schoolhouse to be used as an exhibit for Maclay Gardens. He made a motion for a letter of support for Dr. Seay's efforts to obtain a federal grant for the preservation of the Lake Hall Schoolhouse and noted the November 30th grant deadline.
  - Commissioner Welch moved, seconded by Commissioner Dozier, to approve a letter of support for Dr. Seay's efforts to obtain a federal grant for the preservation of the Lake Hall Schoolhouse. <u>The motion passed 7-0.</u>
- Made a motion for an agenda item to explore options available to resolve the property line issues for Lake Hall Schoolhouse.
  - Commissioner Welch moved, seconded by Vice Chair Maddox, to direct staff to provide an agenda item exploring all options available to address the property line issues for Lake Hall Schoolhouse, as well as opportunities for any additional assistance to the project. <u>The motion passed 7-0.</u>
- Announced that the first Leon County Family Day will be held on Friday, November 26th at Railroad Square, and commended staff and the community partners.

#### **Commissioner Minor:**

- o Congratulated Chairman Proctor and Vice Chair Maddox.
- Requested a proclamation recognizing January 22, 2022, as Arbor Day.
  - Commissioner Minor moved, seconded by Vice Chair Maddox, to request a proclamation recognizing January 22, 2022, as Arbor Day in Leon County. <u>The</u> <u>motion passed 7-0.</u>
- Requested an expedited proclamation recognizing Steve Uhlfelder for his work in public education and awareness of the Holocaust, to be presented at the Holocaust Education Resource Council Annual Remembrance Dinner on November 10th.

 Commissioner Minor moved, seconded by Vice Chair Maddox, to request a proclamation recognizing Steve Uhlfelder for his work in public education and awareness of the Holocaust. <u>The motion passed 7-0.</u>

#### **Commissioner Dozier:**

- Congratulated Chairman Proctor and Vice Chair Maddox.
- Requested a proclamation recognizing the dedication of a Never Forget Garden at the VFW Post 3308 Cemetery by the Fort San Luis Chapter of the National Society of the Daughters of the American Revolution, to be presented at an outside event.
  - Commissioner Dozier moved, seconded by Commissioner Minor, to request a proclamation recognizing the dedication of a Never Forget Garden at the VFW Post 3308 Cemetery by the Fort San Luis Chapter of the National Society of the Daughters of the American Revolution. <u>The motion passed 7-0.</u>
- Requested proclamation recognizing the retirement of Claudia Blackburn, staff to coordinate an appropriate time for the presentations.
  - Commissioner Dozier moved, seconded by Commissioner Minor, to request a proclamation recognizing the retirement of Claudia Blackburn, Health Officer for the Florida Department of Health in Leon County. <u>The motion passed 7-0.</u>
- Stated that the Department of State Historical Resources will no longer conduct the predevelopment Cultural Resources Reviews, which looks for artifacts' pre-development, and reflected on citizen inquiries she received questioning the next step. She confirmed with County Administrator Long that the agenda item addressing these issues will be coming back to the Board on December 14th. She made a motion to explore options for the County's interim plan to address identifying artifacts in the pre-development phase, until a formal joint plan with the City can be developed and explore additional services that may be provided by an in-house staff person.
  - Commissioner Dozier moved, seconded by Vice Chair Maddox, to direct staff to provide an agenda item that includes the County's interim plan to provide a Cultural Resources Review as part of the development review process, until a formal joint process with the City can be developed and implemented; and explore additional services that may be provided by the addition of an in-house staff person. <u>The motion passed 7-0.</u>
- Requested information to explore removing or moving the fencing on Calhoun Street by the Washington Square building, to allow for safe pedestrian traffic.
  - County Administrator Long confirmed that the issue is being addressed and information will be provided to the Board via email.

#### **Commissioner Cummings:**

- Reflected on attending the Family Times & Tales at the County Library in collaboration with the Sheriff's Office, and thanked staff for their efforts.
- Congratulated the County's veterans in remembrance for Veterans Day.

#### **Commissioner Jackson:**

- Commended Shington Lamy in regard to the recent discussions with the Big Bend Continuum of Care regarding homelessness and the public health and safety issues.
- Encouraged early mammograms and self-examinations.

#### **Chairman Proctor:**

• Thanked the Board for their support of his Chairmanship.

- Commended Bond Elementary School for excelling during the pandemic.
- Requested a motion to recognize the 11 members of AmeriCorps coming to the County for a 6-week period, who will be attending the Board's December 14th meeting.
  - Vice Chair Maddox moved, seconded by Commissioner Jackson, to request a proclamation recognizing the AmeriCorps members working in Leon County, at the Board's December 14th meeting. <u>The motion passed 7-0.</u>
- Commended the County's Job Fair that provided for the hiring of over 30 people for County jobs.
- Commended the FAMU homecoming and the Frenchtown Rising events.
- Reflected on Erwin Jackson's request for the Board to establish a comprehensive code of ethics.
  - Vice Chair Maddox asked for a review of the letter from Erwin Jackson regarding lobbyist registration as compared to the County's existing policies and provide an email to the Board.
- Reflected on the citizen request from Melissa Villar, to include the issue of expungement, and removal of pre-employment and random drug screening, in the Board's March workshop. He requested to include both in the workshop.
  - Commissioner Dozier expressed that these may be federal and state issues, and that there is already a large list of issues included in the workshop agenda. She asked if the information could be included in the workshop agenda item and could be discussed as needed at the workshop.
  - Commissioner Cummings stated that expungement is a state issue and confirmed that the State Attorney will be attending the workshop.
  - County Administrator Long confirmed that an analysis on the issues of expungement and pre-employment and random drug screening will be included in the Board's Workshop on Alternatives to Incarceration for the Possession of Small Amounts of Marijuana in March 2022.
  - Vice Chair Maddox commented on Dr. Jackson's letter and asked the County Attorney to look at addressing the issues in the letter and bring back a report for discussion at the retreat.
- Reflected on recent correspondence received from John Outland. He confirmed with County Administrator Long that the County property formerly reserved for the Northeast Park is being sold to the adjacent plantation owner in order to purchase a new property in Welaunee for the park.
- Requested a proclamation recognizing the 100th birthday of Lester Smith.
  - Vice Chair Maddox moved, seconded by Commissioner Dozier, to request a proclamation recognizing the 100th birthday of Lester Smith. <u>The motion passed 7-0.</u>
- Commended Mr. Harvey and the North Florida Fair.
- Confirmed with County Attorney O'Steen that section 3 of House Bill 1 and Senate Bill 2, if passed, would prospectively preclude the County from requiring County employees be vaccinated.

#### Vice Chair Maddox:

- Congratulated Chairman Proctor on his election as the Board's new Chair.
- Commended Coach Willie Simmons and the FAMU football team.

#### **RECEIPT AND FILE:**

 Children's Services Council of Leon County Certificate of Recording Officer and Resolution No. 2021-04 approving and adopting the Council's final millage rate for FY 2021-22.

- Children's Services Council of Leon County Certificate of Recording Officer and Resolution No. 2021-05 approving and adopting the Council's annual budget for FY 2021-22.
- Florida Development Finance Corporation Financial Statements for year ending June 30, 2021

#### ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 8:37 p.m.

### LEON COUNTY, FLORIDA

ATTEST:

BY:

Bill Proctor, Chairman Board of County Commissioner

BY: \_\_\_\_

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

# Leon County Board of County Commissioners

Notes for Agenda Item #2

# Leon County Board of County Commissioners

# Agenda Item #2

**January 25, 2022** 

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title:Payment of Bills and Vouchers

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Roshaunda Bradley, Budget Manager
Lead Staff/ Project Team:	Amy McClure, Management Analyst

# **Statement of Issue:**

This item requests Board approval of the payment of bills and vouchers submitted for January 25, 2022 and pre-approval of payment of bills and vouchers for the period of January 26, 2022 through February 7, 2022.

# Fiscal Impact:

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

# **Staff Recommendation:**

Option #1: Approve the payment of bills and vouchers submitted for January 25, 2022 and preapprove the payment of bills and vouchers for the period of January 26, 2022 through February 7, 2022.

## **Report and Discussion**

## **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the January 25thmeeting, the morning of Monday, January 24, 2022. 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 February 8, 2022, it is advisable for the Board to pre-approve payment of the County's bills for January 26, 2022 through February 7, 2022 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 bills/vouchers will be approved until the next scheduled meeting. OMB will continue to review the printouts prior to payment; if for any reason OMB questions payment, then payment will be withheld until an inquiry is made and satisfied, or until the next scheduled Board meeting. Copies of the bills/vouchers printout will be available in OMB for review.

### **Options:**

- 1. Approve the payment of bills and vouchers submitted for January 25, 2022 and pre-approve the payment of bills and vouchers for the period of January 26, 2022 through February 7, 2022.
- 2. Do not approve the payment of bills and vouchers submitted for January 25, 2022, and do not pre-approve the payment of bills and vouchers for the period of January 26, 2022 through February 7, 2022.
- 3. Board direction.

#### **Recommendation:**

Option #1

# Leon County Board of County Commissioners

Notes for Agenda Item #3

# Leon County Board of County Commissioners Agenda Item #3 January 25, 2022

То:	Honorable Chairman and Members of the Board
From:	Chasity H. O'Steen, County Attorney
Title:	Proof of Publication of the Notice of Change of Boundaries of County Commissioner Districts

Review and Approval:	Chasity H. O'Steen, County Attorney 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:

As part of the redistricting process and as required by Section 124.02(1), Florida Statutes (F.S.), the County published its Notice of Change of Boundaries of County Commissioner Districts in the *Tallahassee Democrat* once a week for two consecutive weeks, on December 30, 2021, and January 6, 2022. As required by Section 124.02(3), F.S., this agenda item requests Board acceptance of the proof of publication of the Notice of Change of Boundaries of County Commissioner Districts and that the proof of publication be entered on the minutes of the Board. This agenda item further requests the Board direct the Clerk to furnish the Department of State with a certified copy of the minutes, reflecting the description of the changed boundaries of the districts as required by Section 124.03, F.S.

# Fiscal Impact:

This item has no fiscal impact.

## **Staff Recommendation:**

Option #1: Accept the proof of publication of the Notice of Change of Boundaries of County Commissioner Districts (Attachment #1) and enter the proof of publication on the minutes of the Board and direct the Board Clerk to furnish the Department of State with a certified copy of the minutes, reflecting the description of the changed boundaries of the districts. Title: Proof of Publication of the Notice of Change of Boundaries of County Commissioner Districts
January 25, 2022
Page 2

## **Report and Discussion**

# **Background:**

As part of the redistricting process and as required under Section 124.02, F.S., the County published its Notice of Change of Boundaries of County Commissioner Districts in the *Tallahassee Democrat* on December 30, 2021, and January 6, 2022, as indicated in the proof of publication (Attachment #1). This agenda item requests Board acceptance of the proof of publication and that the proof of publication be entered on the minutes of the Board. This agenda item further requests the Board direct the Clerk to furnish the Department of State with a certified copy of the minutes, reflecting the description of the changed boundaries of the districts as required by Section 124.03, F.S.

This item advances the following FY2017-FY2021 Strategic Initiative:

• Conduct the redistricting process as mandated by the Florida Constitution to ensure Leon County's Commission districts reflect the results of the 2020 Census. (2021-12)

This particular Strategic Initiative aligns with the Board's Governance Strategic Priority:

• (G1) Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.

By way of additional background, on August 12, 2021, Leon County received the 2020 federal decennial census data, indicating that the County had sustained population growth, which necessitated a change in certain single-member County Commissioner districts. On December 14, 2021, the Board adopted Ordinance No. 21-17, therein adjusting the boundaries of two of the five single-member County Commissioner districts (District 1 and District 2). On December 20, 2021, the adjustments to the boundaries of the County Commissioner districts, as reflected in Ordinance No. 21-17, were approved by the United States District Court for the Northern District of Florida, Tallahassee Division.

# Analysis:

As part of the redistricting process, Section 124.02(1), F.S., requires notice of the changed boundaries of the County Commissioner districts to be published in the local newspaper once a week for two consecutive weeks. Further, in accordance with Section 124.02(3), F.S., proof of such publication must be entered on the minutes of the Board. Thereafter the Clerk is required to furnish the Department of State with a certified copy of the minutes, reflecting the description of the changed boundaries of the districts as required by Section 124.03, F.S.

The County has satisfied the requirements of Section 124.02(1), F.S., as the Notice of Change of Boundaries of County Commissioner Districts was timely published in the *Tallahassee Democrat* on December 30, 2021, and January 6, 2022, as indicated in the proof of publication. The Board is requested to accept the proof of publication and that the proof of publication be entered on the minutes of the Board, as required by Section 124.02(3), F.S. The Board is further requested to

Title: Proof of Publication of the Notice of Change of Boundaries of County Commissioner Districts
January 25, 2022
Page 3

direct the Clerk to furnish the Department of State with a certified copy of the minutes, reflecting the description of the changed boundaries of the districts as required by Section 124.03, F.S.

# **Options:**

- 1. Accept the proof of publication of the Notice of Change of Boundaries of County Commissioner Districts (Attachment #1) and enter the proof of publication on the minutes of the Board and direct the Board Clerk to furnish the Department of State with a certified copy of its minutes, reflecting the description of the changed boundaries of the districts.
- 2. Do not accept the proof of publication of the Notice of Change of Boundaries of County Commissioner Districts, do not enter the proof of publication on the minutes of the Board, and do not direct the Board Clerk to furnish the Department of State with a certified copy of its minutes, reflecting the description of the changed boundaries of the districts.
- 3. Board direction.

# **Recommendation:**

Option #1

Attachment:

1. Proof of Publication of Notice of Change of Boundaries of County Commissioner Districts

GC10801121 / 068960 / BOARD OF COUNTY COMMISSIONERS

# TALLAHASSEE DEMOCRAT Tallahassee•com

A GANNETT COMPANY

ATTN: PATTI POPPELL BOARD OF COUNTY COMMISSIONERS 1800-3 N BLAIR STONE RD TALLAHASSEE, FL 32308

STATE OF FLORIDA COUNTY OF LEON

Before the undersigned authority personally appeared who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

#### **PUBLIC NOTICE**

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

#### 12/30/2021; 1/6/2022

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 6th day of January, 2022 by

Affiant Notary Public ate of Wisconsin. County of Brown

My commission expires



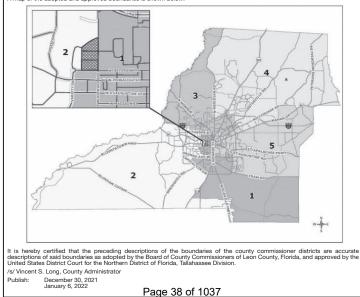
# NOTICE OF CHANGE OF BOUNDARIES OF COUNTY COMMISSIONER DISTRICTS

Pursuant to Section 124.02(1), Florida Statute, notice is hereby given that on December 14, 2021, the Board of County Commissioners of Leon County, Florida, adopted Ordinance No. 21-17, which adjusted the boundaries of two of the five single-member county commissioner districts (District 1 and District 2). On December 20, 2021, the adjustments to the boundaries of the county commissioner districts as reflected in Ordinance No. 21-17 were approved by the United States District Count for the Northern District of Florida, Tallahassee Division. The adopted and approved county commissioner district boundaries are described as follows:

member county commissioner districts (District 1 and District 2). On December 20, 2021, the adjustmest to the boundaries of the county commissioner district Source fields.
 County Commissioner District 1: Where Tram Rd (CR 259) meets Jefferson County, proceed west along Tram Rd to Capital Cir SE (US 319 / SH 261). Proceed west along Apalachee R/wu (US 27 / SH 261). Proceed west along Apalachee R/wu (US 27 / SH 261). Proceed west along Apalachee R/wu (US 27 / SH 261). Proceed west along Apalachee R/wu (US 27 / SH 261). Proceed west along Chapter Ave Et along District Court for the Northern dang Jim Lee Rd to E Magnolia Dr. Verseed west along E Magnolia Dr to S Gadsden St. Proceed north along Jim Lee Rd to E Magnolia Dr. Proceed west along E Magnolia Dr to S Gadsden St. Proceed north along Jim Lee Rd to E Magnolia Dr. Proceed west along E Magnolia Dr to S Gadsden St. Proceed north along Jim Lee Rd to E Magnolia Dr. Proceed west along E Magnolia Dr to S Gadsden St. Proceed north along Jim Lee Gads St. Proceed and the Marking Magnolia Dr to S Gadsden St. Proceed north along Jim Lee Gadsden St. Proceed north along Jim Lee Gadsden St. Proceed north along St. Proceed and the Marking Magnolia Dr to S Gadsden St. Droceed south along California St. Proceed west along I Magnos St. And Cole Magnos St. And Cole Magnos M

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A map of the adopted and approved boundaries is shown below:



# Leon County Board of County Commissioners

Notes for Agenda Item #4

# Leon County Board of County Commissioners Agenda Item #4

January 25, 2022

То:	Honorable Chairman and Members of the Board	
From:	Vincent S. Long, County Administrator	Ţ
Title:	Fiscal Year 2023 Budget Calendar	

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division	Alan Rosenzweig, Deputy County Administrator
Review:	Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project	Roshaunda Bradley, Budget Manager
Team:	Amy McClure, Management Analyst

# **Statement of Issue:**

Pursuant to Florida Statutes and Board policy, this item seeks Board acceptance of the Fiscal Year 2023 Leon County Budget Calendar.

# **Fiscal Impact:**

This item has no fiscal impact.

# **Staff Recommendation:**

Option #1: Approve the Fiscal Year 2023 Budget Calendar (Attachment #1).

# **Report and Discussion**

# **Background:**

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

# Analysis:

Applicable statutes have been reviewed, and a budget calendar was created to maximize the use of the Board's time in developing the FY 2023 budget. The following information provides significant dates to the Board:

**Tuesday, March 8, 2022, Regular Meeting:** Establishment of the maximum discretionary funding levels for outside agencies, community sponsored events, and direction from the Board regarding additional appropriation requests to consider during the preparation of the FY 2023 budget as specified by County ordinance.

**Tuesday, June 21, 2022 (9:00 a.m. – 3:00 p.m.), Budget Workshop:** The County Administrator will present preliminary budgets, initiatives, and the biannual strategic plan update to the Board. Issues identified in the March 8, 2022 agenda item will be addressed. Forecasted property tax revenues presented will be based on the preliminary property values provided by the Property Appraiser on June 1, 2022. Information provided will also include the Mid-Year Financial Report, which presents preliminary revenue forecasts for the upcoming fiscal year and the status of the general and special revenue fund balances.

**Tuesday, July 12, 2022** (*9:00 a.m. – 3:00 p.m. if necessary*), **Budget Workshop:** This workshop will provide the Board an updated package of anticipated revenues and expenditures for FY 2023, and any major funding adjustments necessary based on certified taxable property values provided by the Property Appraiser on July 1, 2022.

**Tuesday, July 12, 2022, Regular Board Meeting:** Ratification of the June 21, 2022 Budget Workshop as required by Florida law, and the establishment of the maximum tentative millage rate to be used for the TRIM (Truth-in-Millage) notice.

**Tuesday, September 13, 2022 and Tuesday, September 20, 2022, Regular Meetings and Budget Public Hearings:** As required by Florida Statutes, two public hearings are required for the adoption the FY 2023 budget and the related millage rates. The School Board and the County cannot conduct their public hearings on the same day, and the School Board has first preference of public hearing dates. As of the writing of this agenda item, the School Board had not finalized its Public Hearing date. If the Leon County School Board's Budget Public

Hearing date conflicts with the County's Public Hearing date, a modified Public Hearing schedule will be provided to the Board at the March 8, 2022 meeting.

# **Options:**

- 1. Approve the Fiscal Year 2023 Budget Calendar (Attachment #1).
- 2. Do not approve the Fiscal Year 2023 Budget Calendar.
- 3. Board direction.

# **Recommendation:**

Option #1

Attachments:

- 1. FY 2023 Budget Calendar
- 2. Policy No. 93-44 "Fiscal Planning"

January 2022	Activity	Participants		Ja	anu	ary	202	22	
Duit	210111119	1 un norpunis	S	Μ	Т	W	Т	F	S
Friday, January 7, 2022	Internal Service Requests	Facilities Management							1
	Matrix Distributed to Departments/Constitutional/	Management Information Systems Human Resources	2	3	4	5	6	7	8
	Judicial Officers	Office of Management and	9	10	11	12	13	14	15
		Budget (OMB)	16	17	18	19	20	21	22
Eriden January 01, 0000	Depertmente/Cenetitutionel/	Facilities Menogement	10	17	18	19	20	21	22
Friday, January 21, 2022	Departments/Constitutional/ Judicial Officers submit	Facilities Management Management Information	23	24	25	26	27	28	29
	Internal Service Requests	Systems Human Resources	30	31					
		Office of Management and Budget (OMB)							
Monday, January 24, 2022	Board Retreat	Board of County		Fe	hr	uary	v 20	22	
		Commissioners (BOCC) Executive Staff	0			×w y			0.
			S	Μ	T	W	T'	F	SA
February 2022			_		1	2	3	4	5
Friday, February 4, 2022	New CIP Request forms to	OMB/All Departments	6	7	8	9	10	11	12
Tuesday, February 8, 2022	Departments GovMax Training	ОМВ	13	14	15	16	17	18	19
Friday, February 11, 2022	GovMax Open to Departments	OMB/ All Departments	20	21	22	23	24	25	26
Friday, February 18, 2022	Deadline for New Capital	OMB/All Departments	27	28					
	Project Requests		-						
Friday, February 25, 2022	Memo to Constitutionals with updated FRS,Health	OMB					000		
	Care and Worker Comp			1	Mai	rch .	202	2	
	Rates		S	Μ	Т	W	Т	F	SA
March 2022					1	2	3	4	5
Tuesday, March 8, 2022	Establish maximum funding	Board of County	6	7	8	9	10	11	12
	levels for outside agencies at regular meeting	Commissioners (BOCC)	_						
Friday, March 11, 2022	GovMax closes, existing and	OMB/All Departments	13	14	15	16	17	18	19
1 Haay, Maroll 11, 2022	new CIP submissions in GovMax		20	21	22	23	24	25	26
	GovMax		_ 27	28	29	30	31		

pril 2022			April 2022						
Thursday, April 7, 2022	Executive Administrative	County Administrator/	S	Μ	Т	W	Т	F	SA
10:00 am - 4:00 pm	Hearing (if necessary)	OMB/All Departments						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
	Pa	age 43 of 1037			Poste	ed Janı	uary 14	4,. 20:	22

# Leon County Fiscal Year 2023 Budget Calendar

May 2022						May 2022							
Date	Activity	Participants	- S	Μ	Т	W	Т	F	SA				
Monday, May 2, 2022	Constitutional Officers budgets are due	Constitutional Officers	1	2	3	4	5	6	7				
			8	9	10	11	12	13	14				
			15	16	17	18	19	20	21				
June 2022			- 22	23	24	25	26	27	28				
June 2022			29	30	31								

Wednesday, June 1, 2022	Receive Tentative Certified Property Appraiser Values from Property Appraiser		ļ	Jur	ne 2	022	•		
			S	Μ	Т	W	Т	F	SA
Wednesday, June 1, 2022	Notice to Property	Notice to PropertyPublic Works/OMB/Appraisers regardingProperty Appraiserpossible Non-Ad Valoremassessments for TRIMNoticeTRIM				1	2	3	4
	possible Non-Ad Valorem assessments for TRIM		5	6	7	8	9	10	11
			12	13	14	15	16	17	18
Tuesday, June 21, 2022	Budget Workshop (Including presentation of the Mid-year report)	am - 3:00 pm (Including presentation of OMB/All Departments	19	20	21	22	23	24	25
9.00 am - 3.00 pm			26	27	28	29	30		

# July 2022

Friday, July 1, 2022	Certified Taxable Values Property Appraiser provided by Property				Ju	<i>ly 2</i>	022	2	
	Appraiser		S	Μ	Т	W	Т	F	SA
Friday, July 1, 2022	Non-Ad Valorem assessments to be included	BOCC/ County Administrator/OMB/						1	2
	on TRIM due to Property Appraiser	Property Appraiser	3	4	5	6	7	8	9
Tuesday, July 12, 2022	Budget Workshop	BOCC/	10	11	12	13	14	15	16
9:00 am - 3:00 pm (If Necessary)		County Administrator/OMB/All Departments	17	18	19	20	21	22	23
Tuesday, July 12, 2022	Regular Board Meeting	BOCC/	24	25	26	27	28	29	30
	Establishment of Maximum Millage Rate	County Administrator/ OMB/ Departments/ Citizens	31						

August 2022				August 2022					
Thursday, August 4, 2022	TRIM Maximum Millage Notice due to Property	County Administrator/OMB/ Property Appraiser	S	Μ	Т		T	F	SA
	Appraiser and Department of Revenue	-	7	1	2	3 10	4	5 12	6 13
Wednesday, August 24, 2022	Last day for Property	Property Appraiser	_ /	Ŭ	-	10			
	Appraiser to mail TRIM		14	15	16	17	18	19	20
	notices		21	22	23	24	25	26	27
			28	29	30	31			

Budget Calendar

September 2022 Date	Activity	Participants		Sej	otei	mb	e <b>r</b> 2	022	?
Tuesday, September 13, 2022	BOCC– 1st Public	BOCC/County	S	Μ	Т	W	Т	F	SA
	Budget Hearing on Adoption of Tentative	Administrator/OMB/ Departments/Citizens					1	2	3
	Millage Rates and Tentative Budgets for	Departments/Olitzens	4	5	6	7	8	9	10
	FY 2022/2023		11	12	13	14	15	16	17
Thursday, September 15, 2022	Certification of Non-Ad Valorem assessment	County Administrator/OMB/ Property Appraiser	18	19	20	21	22	23	24
	roll due to Tax Collector		25	26	27	28	29	30	
Tuesday, September 20, 2022	BOCC 2nd Public Budget Hearing on Adoption of Tentative Millage Rates and Tentative Budgets for FY 2022/2023	BOCC/ County Administrator/OMB/ Departments/Citizens							
Friday, September 23, 2022	Submit Adopted Budget Resolutions to Property Appraiser and Tax Collector	County Administrator/OMB							
October 2022				0	octo	ber	· 202	22	
Saturday, October 1, 2022	Beginning of New Fiscal Year	ОМВ	S	Μ	T	W	Т	F	<b>SA</b>
Thursday, October 20, 2022	30 day deadline to	ОМВ	2	3	4	5	6	7	8
	publish the adopted budget online	1	2	10	+ 11	12	13	14	15
Thursday, Ostahar, 20, 2022	Ŭ	County Administrates (OMD		-			_		-
Thursday, October 20, 2022	Final day to submit TRIM Compliance	County Administrator/OMB	16	17	18	19	20	21	22
	Certification to Department of Revenue		23	24	25	26	27	28	29
	(DOR)		30	31					

9.07

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

# Policy No. 93-44

Title:	Fiscal Planning
Date Adopted:	June 8, 2021
Effective Date:	June 8, 2021
Reference:	N/A
Policy Superseded:	Policy No. 92-3, "Fiscal Planning" adopted on $3/10/92$ ; superseded by Policy No. 93-44, adopted $8/10/93$ ; revised $11/16/04$ , $2/8/11$ , $3/11/14$ and $5/10/16$

It shall be the policy of Leon County, Florida that Policy No. 93-44, "Fiscal Planning", amended by the Board of County Commissioners on May 10, 2016, is hereby further amended and a revised policy is hereby adopted in its place, to wit:

The County will establish fiscal planning practices to:

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

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

Revised 6/8/2021

# Leon County Board of County Commissioners

Notes for Agenda Item #5

# Leon County Board of County Commissioners

# Agenda Item #5

**January 25, 2022** 

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Acceptance of the Florida Department of Environmental Protection Resilient Florida Grant

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division	Alan Rosenzweig, Deputy County Administrator
Review:	Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project	Roshaunda Bradley, Budget Manager
Team:	Eryn Calabro, Principal Management & Budget Analyst

# **Statement of Issue:**

This item seeks Board acceptance of a Florida Department of Environmental Protection Resilient Florida Grant in partnership with the Apalachee Regional Planning Council (ARPC).

# **Fiscal Impact:**

This item has a fiscal impact and funding was appropriated at the November 9, 2021 meeting. This is a state reimbursement grant estimated at \$1.46 million through June 30, 2023. Funding through June 30, 2022 for Leon County/ARPC has been approved in the amount of \$254,800. The remaining funding through June 30, 2023 is dependent on annual legislative appropriation.

# **Staff Recommendation:**

Option #1: Accept the Florida Department of Environmental Protection Resilient Florida Grant (Attachment #1) and authorize the County Administrator to execute the grant agreement, including any future modifications, subject to legal review by the County Attorney.

 Title: Acceptance of the Florida Department of Environmental Protection Resilient Florida Grant
 January 25, 2022
 Page 2

# **Report and Discussion**

# **Background:**

This item seeks Board acceptance of a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant in partnership with the Apalachee Regional Planning Council (ARPC) (Attachment #1).

On November 9, 2021, the Board approved the partnership in the submittal of a FDEP regional Resilient Florida Grant on behalf of the ARPC and authorized the County Administrator to enter into a sub-grant agreement with the ARPC to perform the contract requirements of the grant (Attachment #2). Since then, FDEP has also required a separate agreement be executed between the County and FDEP to formally accept the grant.

# Analysis:

This grant agreement is for a Apalachee Regional Vulnerability Assessment. This regional project will involve the completion of Vulnerability Assessments for Calhoun, Franklin, Gadsden, Gulf, Leon, Liberty, Jackson, Jefferson, and Wakulla counties and their municipalities. The Vulnerability Assessments will focus on both inland and coastal flooding and will chronicle exposure of critical assets over a 2040 and 2070 timeline. Critical assets include transportation infrastructure (roadways, bridges, evacuation routes), civil infrastructure (wastewater treatment, drinking water systems, electricity production), community and emergency facilities (schools, disaster recovery centers, healthcare facilities), and natural and cultural resources (conservation lands, parks, and shorelines).

Where applicable, the resulting analysis will assess the critical assets' impacts from tidal flooding, storm surge, rainfall-induced flooding, and the combination of tidal, storm surge, and rainfall-induced flooding. The results of the Vulnerability Assessments will create a risk profile of county and municipality holdings that are vulnerable to flooding over the next 20 and 50 years.

This is a state reimbursement grant that lasts through June 30, 2023 with an estimated award of \$1.46 million, with funding in the subsequent year dependent upon legislative appropriation. The first year of funding for the Leon County/ARPC grant has been established at \$254,800.

# **Options:**

- 1. Accept the Florida Department of Environmental Protection Resilient Florida Grant (Attachment #1) and authorize the County Administrator to execute the grant agreement, including any future modifications, subject to legal review by the County Attorney.
- 2. Do not accept the Florida Department of Environmental Protection Resilient Florida Grant.
- 3. Board direction.

#### **Recommendation:**

Option #1

Title: Acceptance of the Florida Department of Environmental Protection Resilient Florida Grant January 25, 2022 Page 3

# Attachments:

- 1. Florida Department of Environmental Protection Resilient Florida Grant Agreement
- 2. November 9, 2021 agenda item Application for Resilient Florida Grant on behalf of Apalachee Regional Planning Council

### STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Standard Grant Agreement

This Agreement is entered into be	tween the Parties name	d below, pursuant to Section	n 215.971, Florida Stat	tutes:	
1. Project Title (Project):       Agreement Number:			mber:		
Apalachee Regional Vulnerabil	lity Assessment			22RRE02	
		f Environmental Protectio	on,		
	mmonwealth Bouleva see, Florida 32399-30			(Department)	
Grantee Name: Leon Cou			Entity Type: Local Government		
Grantee Address: 301 S. Mo	nroe Street, Suite 2	02, Tallahassee, Florida		<b>59-6000708</b> (Grantee)	
3. Agreement Begin Date: Upon Execution			Date of Exp 6/30/2022	, , , , , , , , , , , , , , , , , , ,	
4. Project Number: (If different from Agreement Number)	r)	Project Location	on(s): Apalachee Reg	zion	
Project Description: The project		hering data, assessing	data to characteriz	ze and quantify the	
		inties and municipaliti			
5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Ap	propriations:	Amount per Source(s):	
\$254,800.00	✓ State □Federal	1696		\$254,800.00	
	□ State □ Federal				
	□ Grantee Match				
		Total Amount of Funding +		\$254,800.00	
6. Department's Grant Manager	,	Grantee's Grant I	U		
Name: <b>Deneka Smith</b>			Eryn Calabro	or successor	
Address: <b>Resilient Florida</b>	or succes Program		Apalachee Regional	or successor Planning Council	
2600 Blair Stone I	ě		301 S. Monroe Stree		
Tallahassee, Flori			Tallahassee, Florida	,	
Phone: <b>850-245-8305</b>		Phone:	850-606-5100		
Email: Deneka.Smith@F	loridaDEP.gov	Email:	calabroe@leoncount	yfl.gov	
7. The Parties agree to comp incorporated by reference:	ply with the terms and	d conditions of the followi	ing attachments and e	xhibits which are hereby	
Attachment 1: Standard Terms	and Conditions Applic	cable to All Grant Agreemer	nts		
Attachment 2: Special Terms a					
Attachment 3: Grant Work Pla					
Attachment 4: Public Records	-				
Attachment 5: Special Audit R	-				
✓ Attachment 6: Program-Specif	-	Corma (Fadaral) *Com and itali			
Attachment 7:		'erms (Federal) *Copy availabl	e at <u>https://facts.fidis.com</u> , ff	1 accordance with §215.985, F.S.	
$\Box$ Additional Attachments (if nec		ui)			
Exhibit A: Progress Report For	rm				
□ Exhibit B: Property Reporting	Form				
Exhibit C: Payment Request S					
$\Box$ Exhibit D: Quality Assurance					
Exhibit E: Advance Payment T		ed Memo			
Additional Exhibits (if necessa	ry):				

Rev. 6/20/18

GRANTEE

Date Signed

DEPARTMENT

Date Signed

	Pogo 2 of 42
8. The following information applies to Federal G	Grants only and is identified in accordance with 2 C.F.R. 200.331(a)(1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	$\Box$ Yes $\Box$ N/A

# IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

# Leon County

Grantee Name

By

(Authorized Signature)

Print Name and Title of Person Signing

# State of Florida Department of Environmental Protection

By

Secretary or Designee

Print Name and Title of Person Signing

Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

#### STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

#### **ATTACHMENT 1**

#### 1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

#### 2. Grant Administration.

- a. <u>Order of Precedence</u>. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or

(4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

(1) task timelines within the current authorized Agreement period change;

(2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;

(3) changing the current funding source as stated in the Standard Grant Agreement; and/or

(4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

#### 3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### 4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### 5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### 6. Acceptance of Deliverables.

- a. <u>Acceptance Process.</u> All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. <u>Rejection of Deliverables</u>. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### 7. Financial Consequences for Nonperformance.

- a. <u>Withholding Payment</u>. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. <u>Corrective Action Plan</u>. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

#### 8. Payment.

- a. <u>Payment Process.</u> Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. <u>Taxes.</u> The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. <u>Maximum Amount of Agreement</u>. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. <u>Reimbursement for Costs.</u> The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

- e. <u>Invoice Detail.</u> All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. <u>Interim Payments.</u> Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. <u>Final Payment Request.</u> A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. <u>Annual Appropriation Contingency</u>. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. <u>Interest Rates.</u> All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <u>www.myfloridacfo.com/Division/AA/Vendors/default.htm</u>.
- j. <u>Refund of Payments to the Department.</u> Any balance of unobligated funds that have been advanced or paid must be refunded to 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 Department. <u>If this Agreement is funded with federal funds</u> and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### 9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. <u>Salary/Wages.</u> Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. <u>Overhead/Indirect/General and Administrative Costs.</u> If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. <u>Contractual Costs (Subcontractors)</u>. Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. <u>Travel.</u> All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. <u>Direct Purchase Equipment</u>. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. <u>Rental/Lease of Equipment.</u> Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. <u>Miscellaneous/Other Expenses.</u> If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. <u>Land Acquisition</u>. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting periods. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### 11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### 12. Insurance.

- a. <u>Insurance Requirements for Sub-Grantees and/or Subcontractors.</u> The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. <u>Deductibles.</u> The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. <u>Proof of Insurance.</u> Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. <u>Duty to Maintain Coverage</u>. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. <u>Insurance Trust.</u> If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### 13. Termination.

- a. <u>Termination for Convenience.</u> When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. <u>Termination for Cause</u>. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. <u>Grantee Obligations upon Notice of Termination</u>. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. <u>Continuation of Prepaid Services.</u> If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. <u>Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.</u> If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### 14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### 15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following nonexclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### 16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### 17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable. Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### 18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19.** Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### 20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. **21. Waiver.** 

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### 22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. <u>Public Entity Crime</u>. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. <u>Discriminatory Vendors</u>. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. <u>Antitrust Violator Vendors.</u> A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. <u>Notification</u>. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

#### 23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

#### 24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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 is 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 is found to have submitted a false certification; or if the Grantee is placed on 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. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

#### 26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

# 27. Audits.

- a. <u>Inspector General</u>. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. <u>Physical Access and Inspection</u>. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. <u>Special Audit Requirements.</u> The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <a href="https://apps.fldfs.com/fsaa">https://apps.fldfs.com/fsaa</a>.
- d. <u>Proof of Transactions.</u> In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. <u>No Commingling of Funds.</u> The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

#### 28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

# 29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

#### **30.** Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

#### **31.** Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

#### 32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

#### 33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

#### 34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

#### 35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

# 36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

#### **37.** Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

#### 38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

#### STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Terms and Conditions AGREEMENT NO. 22RRE02

#### **ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

#### 1. Scope of Work.

The Project funded under this Agreement is Apalachee Regional Vulnerability Assessment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

#### 2. Duration.

- a. <u>Reimbursement Period</u>. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. <u>Extensions.</u> There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

#### 3. Payment Provisions.

- a. <u>Compensation</u>. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. <u>Invoicing</u>. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

#### 4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
		Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
		a. Fringe Benefits, N/A.
		b. Indirect Costs, N/A.
$\boxtimes$		Contractual (Subcontractors)
		Travel, in accordance with Section 112, F.S.
		Equipment
		Rental/Lease of Equipment
		Miscellaneous/Other Expenses
		Land Acquisition

#### 5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

#### 6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

#### 7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

#### 8. Insurance Requirements

<u>Required Coverage</u>. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the <u>minimum</u> insurance requirements applicable to this Agreement are:

a. <u>Commercial General Liability Insurance.</u>

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. <u>Commercial Automobile Insurance.</u>

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable

- \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. <u>Other Insurance.</u> None.

#### 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

#### 10. Retainage.

No retainage is required under this Agreement.

#### 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

#### 12. State-owned Land.

The work will not be performed on State-owned land.

#### 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

#### 14. Additional Terms.

<u>Documentary Evidence Requirement for Subcontractor(s)</u>. If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

### STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT WORK PLAN DEP AGREEMENT NO.: 22RRE02

### **ATTACHMENT 3**

# I. <u>TITLE PAGE</u>

# 1. **PROJECT TITLE:** Apalachee Regional Vulnerability Assessment

## 2. GRANTEE Contact Information:

Organization Name:	Leon County		
Name of Authorized Si	igner: Vincent S. Long		
Title:	County Administrator		
Address:	301 S. Monroe Street, Fifth Floor		
City:	Tallahassee		
Zip Code:	32301		
Area Code and Telephone Number: 850-606-5300			
E-mail Address:	longv@leoncountyfl.gov		

#### 3. GRANT MANAGER Contact Information:

Organization Name:	Apalachee Regional Planning Council
Name:	Eryn Calabro
Title: Sr. Ma	anagement and Budget Analyst
Address: 301 S	Monroe Street, Suite 202
City:	Tallahassee
Zip Code:	32301
Area Code and Teleph	one Number: <u>80-606-5100</u>
E-mail Address:	calabroe@leoncountyfl.gov

# 4. FISCAL AGENT Contact Information:

Organization Name:	Leon County			
Name:	Scott Ross			
Title:	Director, Financial Office			
Address:	301 S. Monroe Street, Suite 202			
City:	Tallahassee			
Zip Code:	32301			
Area Code and Telephone Number: 850-606-5300				
E-mail Address:	rosss@leoncountyfl.gov			
	Attachment 3 DED Agreement #: 22DDE02			

#### Attachment 3, DEP Agreement #: 22RRE02 1 of 6

## 5. WORK PERFORMED BY: <u>Sub-Contractor Only</u>

6. SUBCONTRACTORS CONTACT INFORMATION: (if applicable Organization Name: Apalachee Regional Planning Council				
	Name:	Josh Adams		
	Title:	Env. Planning Manager		
	Address:	2507 Callaway Rd., Suite 200		
	City:	Tallahassee		
	Zip Code:	32303		
	Area Code and Teleph	one Number: 850-488-6211		
	E-mail Address:	jadams@arpc.org		

### 7. PROJECT LOCATION:

- A. List of County(ies): Calhoun, Franklin, Gadsden, Gulf, Leon, Liberty, Jackson, Jefferson, Wakulla counties, and their municipalities.
- **B.** List of City(ies)/Town(s)/Village(s): 28 total: Calhoun county (2): Altha and Blountstown; Franklin county (2): Apalachicola and Carrabelle; Gadsden county (6): Chattahoochee, Greensboro, Gretna, Havana, Midway, and Quincy; Gulf county (2): Port St. Joe and Wewahitchka; Jackson county (11): Alford, Bascom, Campbelltown, Cottondale, Graceville, Grand Ridge, Greenwood, Jacob City, Malone, Marianna, and Sneads; Jefferson county (1): Monticello; Leon county (1): Tallahassee; Liberty county (1): Bristol; Wakulla county (2): St. Marks, Sopchoppy.
- **C.** State Lands Lease Agreement Number(s): <u>N/A</u> Provide lease agreement number(s) for any work that will be performed on State Lands. If work will not be on any state lands, please indicate N/A.

# II. WORK PLAN

8. PROJECT DESCRIPTION: This project consists of a preliminary vulnerability assessment that will gather and assess data to characterize and quantify the impacts of flooding to counties and municipalities in the Apalachee Region. The project will utilize existing elevation data to assess flood impacts to critical assets including the following: transportation assets; critical infrastructure; critical community and emergency facilities; and natural, cultural, and historical resources. Two planning horizons (2040 and 2070) will be used, with at least two sea level rise (SLR) scenarios, including the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-low and intermediate-high SLR projections.

**9. BUDGET SUMMARY:** Allowable budget categories, form of payment, and cost for each task for this project are listed in the table below.

ALLOWADLE I ROJECT DUDGET DETAIL						
Budget Categories	Payment	Task 1	Task 2	Task 3	Task 4	Grant Amount Awarded
Contractual Services	Reimbursement	\$51,950	\$76,950	\$76,950	\$48,950	\$254,800
GRANT AGREEMENT TOTAL		\$51,950	\$76,950	\$76,950	\$48,950	\$254,800

ALLOWABLE PROJECT BUDGET DETAIL

# A. CONTRACTUAL SERVICES:

CONTRACTORE SERVICES DETAIL					
<b>Company Name*</b>	Task 1	Task 2	Task 3	Task 4	Total
Apalachee Regional Planning Council	\$51,950	\$76,950	\$76,950	\$48,950	\$254,800
Contractual Total by Tasks	\$51,950	\$76,950	\$76,950	\$48,950	\$254,800

**CONTRACTUAL SERVICES DETAIL** 

**10. PROJECT TIMELINE:** The tasks must be completed by, and all deliverables received by, the corresponding task due date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Requests for any change must be submitted prior to the current task due date listed in the project timeline. Requests are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

Task No.	Task Title	Task Due Date	Funding Amount
1	Data Collection and Coordination	6/15/2022	\$51,950
2	Expert Elicitation, Data Refinement, and Analysis	6/15/2022	\$76,950
3	Draft Vulnerability Assessment	6/15/2022	\$76,950
4	Final Vulnerability Assessment	6/15/2022	\$48,950
	\$254,800		

#### **PROJECT TIMELINE**

- 11. PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the task to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.
- 12. CONSEQUENCES FOR NON-PERFORMANCE: The Department will reduce each Task Funding Amount by (5%) for every day that the task deliverable(s) are not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current task/deliverable due date, the (5%) reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

Attachment 3, DEP Agreement #: 22RRE02 3 of 6 **13. PAYMENT REQUEST SCHEDULE:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all deliverables for that task have been approved by the Department. Request(s) for payment must include the Exhibit A showing (100%) completion of that task and must be submitted within (45) days of the task/deliverable due date. Please refer to Exhibit C for instructions on how to submit a payment request.

#### Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is (100%) completed. The request for the Grant Amount Awarded, must include an Exhibit A showing (100%) completion for all tasks, and must be submitted within (45) days of the last task/deliverable due date.

14. FUNDING SOURCE: Grantee agrees to include on all publications, printed reports, audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public), or similar materials the DEP logo (which can be found on the Department's website at <a href="https://floridadep.gov/">https://floridadep.gov/</a> or by contacting the Grant Manager for a copy) as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection, Resilient Coastlines Program, by a grant provided by the Office of Resilience and Coastal Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line shall identify the month and year of the publication.

## III. <u>TASKS & DELIVERABLES</u>

#### Task #1: Data Collection and Coordination

- **A. Description:** Identify the list of critical and regionally significant assets within Leon County and the Apalachee Region's counties and municipalities. The project will work with local governments and agencies to canvass available datasets that will be used in the vulnerability assessments. This will establish contacts that will be utilized to better refine the data in Task #2.
- **B.** Deliverables: The Grantee will submit all task/deliverables for each task via one (1) PDF document to the Department's Grant Manager on or before the task/deliverables due date listed in the Project Timeline.
  - 1) A list of data collected (provided in electronic format) used to inform the preliminary vulnerability assessments for the project area.
  - 2) Summary report of the process and methodology of data collection as well as an overview of any data gaps.

#### Task #2 Expert Elicitation, Data Refinement, and Analysis

- **A. Description:** Based on expert elicitation and/or research for each included facility type, a quantitative analysis will be conducted and provided in the appropriate level of detail relevant to the geographic scale and extent of the study. Data will be verified by local experts where possible. The following elements will be included in the data collection:
  - 1) General estimate of impacts to a facility from flooding (minor or major damage anticipated).
  - 2) Estimated elevations of critical components (electrical boxes, etc.) that, if flooded, would require repair/closure to include an estimate on the period of closure associated with each water level and a relative estimated cost of repair (low, medium, high).
  - a. This list would be for multiple levels of impact
    - i. Minor repair
    - ii. Moderate repair or closure
    - iii. Significant repair or loss
  - 3) A statement on the relative importance of an asset to the community as well as the viability and recovery should an event occur, or a facility be inundated by sea level rise.
- **B.** Deliverables: The Grantee will submit all task/deliverables for each task via one (1) PDF document to the Department's Grant Manager on or before the task/deliverable due date listed in the Project Timeline.
  - 1) Report that identifies estimated impacts to facilities, estimated elevations of critical components, and a statement of importance of assets to community recovery for the project area, as consistent with the above described elements.

#### Task #3 Draft Vulnerability Assessment

- A. Description: Develop a draft vulnerability assessment for the Apalachee Region. As consistent with the requirements of Section 380.093, Florida Statute (F.S.), the project will determine the impact of SLR and flooding to those critical assets using 2040 and 2070 planning horizons, North American Vertical Datum (NAVD) 1988, at least two local SLR scenarios and two storm surge scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high SLR projections. Local sea level data interpolated between the two closest NOAA tide gauges will be used. Local sea level data may be taken from one of the gauges if the gauges has a higher mean sea level.
- **B.** Deliverables: The Grantee will submit all task/deliverables for each task to the Department's Grant Manager on or before the task/deliverables due date listed in the Project Timeline.
  - 1) Draft vulnerability assessment for the project area as consistent with Section 380.093, F.S., which summarizes the impacts of SLR and flooding to those critical assets identified in previous tasks.
  - 2) All input data that was used to generate the draft report. The impacts of SLR and flooding will be included in a raw format (.csv file), including datasets used to perform the vulnerability assessment as outlined in the above report requirements.

#### Task #4 Final Vulnerability Assessment

- A. Description: Develop the final vulnerability assessment report to include the following:
  - 1) A statement of the methodology employed to generate the outcomes.
  - 2) An indication of the relative risks facing study area assets (near term and high risk, near term and moderate risk, etc.).

Attachment 3, DEP Agreement #: 22RRE02

- 3) A list of assets identified as at risk that may require additional study and investment to generate a more refined understanding of physical risk and required action.
- 4) Future directions and next steps recommended for the region, identifying the set of actions that would ensure the current and long-term viability of the region, addressing the risks noted through the technical analysis.
- 5) An analysis of the risks to critical assets, including regionally significant assets that are owned or managed by the county or municipality.
- **B.** Deliverables: The Grantee will submit all task/deliverables for each task to the Department's Grant Manager on or before the task/deliverables due date listed in the Project Timeline.
  - 1) Final vulnerability assessment for the project area as consistent with Section 380.093, F.S. and to include the elements identified above.
  - 2) A list (.csv file) of the specific assets at risk to flooding from SLR, storm surge, and high tide floods and compound events.
  - 3) Data tables defining projected depth of tidal flooding and number of tidal flood days expected for each scenario for the 2040 and 2070 planning horizon.
  - 4) GIS shapefiles, file geodatabase, or ArcGIS Pro project package format used to illustrate flooding and sea level rise impacts for each site in the final vulnerability assessment.

#### STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Public Records Requirements

#### Attachment 4

#### 1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, 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 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 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 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 Department to perform the service.
- b. Upon request, provide 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 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 Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to 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 Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of 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:

<b>Telephone:</b>	(850) 245-2118
Email:	public.services@floridadep.gov
<b>Mailing Address:</b>	<b>Department of Environmental Protection</b>
	<b>ATTN: Office of Ombudsman and Public Services</b>
	Public Records Request
	3900 Commonwealth Boulevard, MS 49
	Tallahassee, Florida 32399

Attachment 4 1 of 1

#### STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Special Audit Requirements (State and Federal Financial Assistance)

#### Attachment 5

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 C.F.R. 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 C.F.R. § 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 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 C.F.R. § 200.330

- 1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or programspecific audit conducted in accordance with the provisions of 2 C.F.R. 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 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. 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 C.F.R. §§ 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 C.F.R. 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 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from 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 <u>www.cfda.gov</u>

#### PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *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 <u>https://apps.fldfs.com/fsaa</u> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <u>http://www.leg.state.fl.us/Welcome/index.cfm</u>, State of Florida's website at <u>http://www.myflorida.com/</u>, Department of Financial Services' Website at <u>http://www.fldfs.com/</u>and the Auditor General's Website at <u>http://www.myflorida.com/audgen/</u>.

#### 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 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient <u>directly</u> to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 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 <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>

- 2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:
  - A. The 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: <u>FDEPSingleAudit@dep.state.fl.us</u>

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 (<u>http://flauditor.gov/</u>) 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 <u>directly</u> 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: <u>FDEPSingleAudit@dep.state.fl.us</u>

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 C.F.R. § 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 C.F.R. Part 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.

#### Attachment #1 Page 29 of 42

#### EXHIBIT 1

#### FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the <u>resources</u> 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 Resour	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	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 Resourc	State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:								
State	CSFA Title State								
Program		State	CSFA	or		Appropriation			
Α	State Awarding Agency	Fiscal Year <sup>1</sup>	Number	Funding Source Description	Funding Amount	Category			
Original Agreement	Florida Department of Environmental Protection	2021/2022	37.098	Resilient Florida Programs 254,800		050594			
State		<b>G</b> ( )	COL	CSFA Title		State			
Program	~	State CSFA or				Appropriation			
В	State Awarding Agency	Fiscal Year <sup>2</sup>	Number	Funding Source Description	Funding Amount	Category			
					1	1			

Total Award	\$254,800	
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

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.

<sup>&</sup>lt;sup>1</sup> Subject to change by Change Order.

<sup>&</sup>lt;sup>2</sup> Subject to change by Change Order.

#### STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PROGRAM-SPECIFIC REQUIREMENTS FOR THE RESILIENT FLORIDA PROGRAMS

#### ATTACHMENT 6

- 1. <u>Permits</u>. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
- 2. <u>Ineligibility</u>. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under Resilient Florida Programs for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
- 3. The Department reserves the right to reduce any fixed priced line item payment in the Agreement, Attachment 3, Grant Work Plan, wherein the actual costs incurred are more than five percent (5%) less than the original budgeted fixed price value set forth in this Agreement.
- 4. <u>Additional Documentation for Contractual Costs.</u> In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for or all subcontractual agreements that the Grantee executes for this project:
  - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
  - b. A signed certification statement by the Grantee's designated grant manager, indicating the procurement process that was utilized per their entities' policies and procedures, for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how/why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
- 5. The following replaces paragraph 8.g of Attachment 1 ("Final Payment Request"):
  - a. Final Payment Request. A final payment request must be submitted to the Department no later than fortyfive (45) days following the completion of the project or the expiration date of the Agreement to ensure the availability of funds for payment, whichever date comes first.
- 6. The following replaces paragraph 10 of Attachment 1 ("Status Reports"):
  - a. <u>Status Reports.</u> The Department may require the Grantee to submit the status report on Exhibit A ("Progress Report Form") to the Department's Grant Manager, with every task completion, and submittal of deliverables. The Exhibit A, Progress Report Form, must include a description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date.
  - b. Quarterly Reports. The Grantee shall submit status reports quarterly on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems

encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and the percentage of the work that has been completed to date. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review required reports submitted by Grantee within thirty (30) days.

- c. <u>Final Project Report</u>. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly Report described above, only in instances where the next quarterly report falls after the project completion date.
- 7. <u>Attachment 3, Grant Work Plan, Paragraph 12, Performance Measures, shall require that all deliverables and</u> reports submitted to DEP will be Americans with Disabilities Act (ADA) also known as 508 Compliant, in all formats provided.
- 8. <u>Copyright, Patent and Trademark.</u> The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
- 9. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation and settlement agreements.

## DEPARTMENT OF ENVIRONMENTAL PROTECTION Resilient Florida Program Progress Report Form

## Exhibit A

DEP Agreement No.:	22RRE02					
Grantee Name:						
Grantee Address:						
Grantee's Grant Manager:		Telephone No.:				
Project Title:						
Reporting Period:	(MM/DD/YYYY-	<b>Report Type:</b> (Select only one)				
	MM/DD/YYYY	Quarterly				
		Status Update				
<b>INSTRUCTIONS:</b> Provide the fo	llowing information for all ta	asks and deliverables identified in the				
INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays, identified by task; and indicate the percentage of the task that has been completed to date. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:						
Task 2: Progress for this reporting pe	riod:					
righter the reporting per						
Identify any delays or problem	Identify any delays or problems encountered:					
Percentage of task completed:						

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 22RRE02 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

## DEPARTMENT OF ENVIRONMENTAL PROTECTION RESILIENT FLORIDA PROGRAM INSTRUCTIONS FOR COMPLETING EXHIBIT C

EXHIBIT C- PAYMENT SUMMARY INFORMATION SECTION:

**GRANTEE NAME:** Enter the name of the grantee's agency.

MAILING ADDRESS: Enter the address to which you want the state warrant (i.e., payment) sent.

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with R####.

**REQUEST DATE:** This is the date you are submitting the invoice to DEP.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number. This is also known as the invoice number.

TOTAL AMOUNT REQUESTED: Enter the total amount being requested in this payment summary request.

**TASK/ DELIVERABLE NO.:** Enter the number of the TASK(S) or Deliverables for which you are requesting payment.

**MATCH AMOUNT REQUIRED BY AGREEMENT:** Enter the total amount of match/cost-share that will be provided as stated in the agreement.

**PERFORMANCE PERIOD:** (*Date Range*) This is the beginning and ending date of the reporting period for which the Grantee is requesting reimbursement. **NOTE: This date range cannot begin before the grant's execution date, nor after the grant's end date.** 

#### GRANT EXPENDITURES SUMMARY & CERTIFICATION SECTION:

**BUDGETED AMOUNT:** Enter the total amount budgeted as approved in Attachment 3 in the "*BUDGETED AMOUNT*" line.

**AMOUNT OF THIS REQUEST:** Enter the amount for which you are requesting disbursements. All expenses being requested must have been inccurred within this performance period.

**EXPENDITURES TO DATE:** Enter the amount for all expenditures claimed to date including the current request.

**BUDGETED AMOUNT REMAINING:** This amount will automatically calculate and populate.

MATCHING FUNDS FOR THIS REQUEST: Enter the amount that is being cost shared.

**TOTAL CUMULATIVE MATCHING FUNDS:** Enter the total amount of matching funds to date including this request.

**MATCHING REQUIREMENT REMAINING:** This amount will auto populate based on the information placed in "*MATCH AMOUNT REQUIRED BY AGREEMENT*" in the Exhibit C Information Section.

**<u>GRANTEE CERTIFICATION</u>**: Must have the **original signature** of both the Grantee's Grant Manager and the Grantee's Fiscal Agent, as identified in the grant agreement.

#### **REMINDERS:**

For each cost listed in the summary section, detailed information needs to be provided in Part II, III and IV as applicable.

Proof of payment (copies of checks, bank statement, pay stubs..etc) should be available upon request at any time.

If a subcontractor was used for any work on the project, a copy of the signed agreement between the Grantee and the subcontractor must be submitted to DEP before payments will be processed.

Any other required documentation (Exhibits, deliverables..etc) should be provided prior to or with the payment request.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

Send all documentation to: Resilience@FloridaDep.gov with a subject line: ATT: (Grant Manager) Grant #\_

## **EXHIBIT C** PAYMENT REQUEST SUMMARY FORM

GRANTEE NAME: MAILING ADDRESS:		DEP GRANT NO.: REQUEST DATE:	
PAYMENT REQUEST NO.:	TOTAL AMOUNT REQUESTED: _		
TASK/DELIVERABLE NO(S).: PERFORMANCE PERIOD:	AGREEMENT:		

EXPENDITURE SUMMARY

CATEGORY OF EXPENDITURE (As Authorized)	BUDGETED AMOUNT	AMOUNT OF THIS REQUEST	EXPENDITURES TO DATE (Including this request)	BUDGETED AMOUNT REMAINING	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual (Subcontractors)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL AMOUNT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					MATCH REQUIREMENT	
					REMAINING	\$0.00

## **GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that he amount being requested for reimbursement above was for items that were charged to and utilized only for the above-cited grant activities.

## AGENCY USE ONLY

Deliverable(s) Received Date: _	GM Deliverable Approval Date:	
Invoice Received Date:	GM Invoice Approval Date:	
PM Received Date:	PM Approval Date:	

# **GRANTEE CERTIFICATION**

I,			, on behalf of	
-	(Print name of Grantee's Gra	nt Manager designated in the	-	
	Agree	ement)		
			, do hereby certify for	
-	(Print name of G	rantee/Recipient)	-	
DEP	Agreement No.	and Payment Request No.		that:

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.

2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.

3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager Signature

Print Name

Date

DEP Grant Manager Signature

Print Name

Date

Grantee's Fiscal Agent Signature

Print Name

Date

DEP Project Manager Signature

Print Name

Date

Attachment #1 Page 37 of 42

#### **DEP GRANT NO.:**

## Part II- Contractual Detail

**Payment Request** 

No:\_\_\_\_\_

Performance

Period:

Task No.	Sub-Contractor Name	Sub-Contractor Invoice No.	Sub-Contractor Invoice Date	Amount Paid	Description of Goods/Services Provided	Payment Type (CC, Check) If check, provide Check No.	Amount Claimed In This Request
		•				Total Amount	\$0.00

Attachment #1 Page 38 of 42

DEP GRANT NO.:

## Part III- Salary and Fringe Detail

**Payment Request** 

No:\_\_\_\_\_

Performance Period:

Salary									
Position Title	Employee Name	Performance Period	Total Hours Worked	Hourly Wage	Total Amount Paid	Date Paid	Payment Type Used (Check, EFTetc.)	Check No. or EFT No. (If applicable)	Amount Claimed
Example	John Doe	1/12/19 - 3/10/19	84.00	\$ 25.00	\$ 3,500.00	3/30/2019	Check	24589	\$ 2,100.00
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
									\$ -
	TOTAL SALARY \$ -								

Fringe									
Position Title	Employee Name	Performance Period	Date Paid V VI						Amount Claimed
Example	John Doe	1/12/19 - 3/10/19	15.00%	\$ 315.00	\$ 450.00	3/30/2019	Check	24589	\$ 315.00
				\$-					\$ -
				\$-					\$ -
				\$-					\$ -
				\$-					\$ -
				\$-					\$ -
				\$-					\$ -
				\$-					\$ -
				\$-					\$ -
				\$-					\$ -
				\$ -					\$-
				•		•		TOTAL FRINGE	\$ -

Attachment #1 Page 39 of 42

DEP GRANT NO.:

# Part IV- Indirect Costs Detail

**Payment Request** 

No:

Performance

**Period:** 

Task No. Association <i>(if applicable)</i>	Indirect Amount Incurred	Date Incurred	Description of Indirect Costs	Amount Claimed In This Request
			<b>Total Indirect :</b>	\$0.00

#### EXHIBIT F

#### **DEP AGREEMENT NO. 22RRE02**

#### APALACHEE REGIONAL VULNERABILITY ASSESSMENT

Leon County

**Final Project Report** 



December 2021

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Exhibit F, DEP Agreement #22RRE02 LEON COUNTY Page 1

#### **Final Project Report Form**

#### APALACHEE REGIONAL VULNERABILITY ASSESSMENT

#### **Executive Summary**

Type summary here

#### Methodology

Begin methodology here

#### Outcome

Begin Outcome here

#### **Further Recommendations**

Begin Recommendations here

#### Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Exhibit F, DEP Agreement #22RRE02 LEON COUNTY Page 2



#### EXHIBIT G

### PHOTOGRAPHER RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

#### DEP AGREEMENT NO: 22RRE02 RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name:					
Address:					
City:		State:	Zip:		
Phone Number:	( )	Email:			

#### License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

- 1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
- 2. Distribution to the media; and
- 3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

#### I have read and understand the terms of this release.

Date:

Exhibit G, DEP Agreement #: 22RRE02
Page 1 of 1

# Leon County Board of County Commissioners Agenda Item #10 November 9, 2021

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Application for Resilient Florida Grant on Behalf of Apalachee Regional Planning Council

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

## **Statement of Issue:**

This item seeks Board approval to partner with the Apalachee Regional Planning Council (ARPC) in a Resilient Florida Grant with the Florida Department of Environmental Protection.

## **Fiscal Impact:**

This item has a fiscal impact. This is a state reimbursement grant estimated at \$1.46 million through June 30, 2023. Funding through June 30, 2022 for Leon County/ARPC has been approved in the amount of \$254,800. The remaining funding through June 30, 2023 is dependent on annual legislative appropriation.

## **Staff Recommendation:**

- Option #1: Approve the partnership in the submittal of a regional resiliency grant on behalf of the Apalachee Regional Planning Council.
- Option #2: Authorize the County Administrator to enter into a sub-grant agreement with the Apalachee Regional Planning Council to perform the contract requirements of the Resilient Florida Grant in a manner deemed legally sufficient by the County Attorney.
- Option #3: Approve the Resolution and Budget Amendment (Attachment #1).

Title: Application for Resilient Florida Grant on Behalf of Apalachee Regional Planning Council November 9, 2022 Page 2

## **Report and Discussion**

## **Background:**

The Apalachee Regional Planning Council (ARPC) is requesting that Leon County Government participate in the application with the Florida Department of Environmental Protection (DEP) in a regional Resilient Florida grant (Attachment #2). DEP requires that the ARPC partner with a Florida county or municipality that will act as the grantee for the project. Since Leon County is a member of ARPC and the Apalachee Regional Resilience Collaborative, the ARPC is requesting that Leon County act as grantee for the project. The ARPC has applied for the grant, and the grant has been approved contingent upon Leon County entering the partnership and the receipt of a workplan from ARPC.

## Analysis:

This regional project will involve the completion of Vulnerability Assessments for Calhoun, Franklin, Gadsden, Gulf, Leon, Liberty, Jackson, Jefferson, and Wakulla counties and their municipalities. The Vulnerability Assessments will focus on both inland and coastal flooding and will chronicle exposure of critical assets over a 2040 and 2070 timeline. Critical assets include transportation infrastructure (roadways, bridges, evacuation routes), civil infrastructure (wastewater treatment, drinking water systems, electricity production), community and emergency facilities (schools, disaster recovery centers, healthcare facilities), and natural and cultural resources (conservation lands, parks, and shorelines).

Where applicable, the resulting analysis will assess the critical assets' impacts from tidal flooding, storm surge, rainfall-induced flooding, and the combination of tidal, storm surge, and rainfall-induced flooding. The results of the Vulnerability Assessments will create a risk profile of county and municipality holdings that are vulnerable to flooding over the next 20 and 50 years.

This is a state reimbursement grant that lasts through June 30, 2023 with an estimated award of \$1.46 million, with funding in the subsequent year dependent upon legislative appropriation. The first year of funding for the Leon County/ARPC grant has been established at \$254,800. To ensure the grant is properly managed and reimbursements are sought timely from DEP, a subgrant agreement between Leon County and ARPC will be prepared. A Resolution and Budget amendment budgeting the first year of the two-year grant is reflected as Attachment #1.

Title: Application for Resilient Florida Grant on Behalf of Apalachee Regional Planning Council November 9, 2022

Page 3

## **Options:**

- 1. Approve the partnership in the submittal of a regional Resilient Florida Grant on behalf of the Apalachee Regional Planning Council.
- 2. Authorize the County Administrator to enter into a sub-grant agreement with the Apalachee Regional Planning Council to perform the contract requirements of the Resilient Florida Grant in a manner deemed legally sufficient by the County Attorney.
- 3. Approve the Resolution and associated Budget Amendment (Attachment #1).
- 4. Do not approve the partnership in the submittal of a regional Resilient Florida Grant on behalf of the Apalachee Regional Planning Council.
- 5. Board direction.

## **Recommendation:**

Options #1, # 2 and #3.

## Attachments:

- 1. Resolution and associated Budget Amendment
- 2. Letter from the Apalachee Regional Planning Council requesting Leon County partner in the submittal of a Resilient Florida Grant

## **RESOLUTION NO.**

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2021/2022; 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 9<sup>th</sup> day of November, 2021.

LEON COUNTY, FLORIDA

By:\_\_\_\_

Rick Minor, Chairman Board of County Commissioners

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:\_\_\_\_\_

							Attachment #2 Page
			_	FISCAL YEAR 20	-		
			B	UDGET AMENDMEN	T REQUEST		
No:	BAB22006				Agenda Item No:	44/0/0004	
Date:	10/21/2021				Agenda Item Date:	11/9/2021	
County A	dministrator				Deputy County Ad	ministrator	
Vincent S	. Long				Alan Rosenzweig		
				Request Deta	il		
				Revenues			
Fund	Org	Account Acct	lnformat Prog		Current Budget	Change	Adjusted Budget
125	917016	334615	000	Grant		- 254,800	254,800
					Subtotal:	254,800	
				Expenditures	<u>5</u>		
Fund	Org	Account Acct	t Informat Prog	ion Title	Current Budget	Change	Adjusted Budget
125	917016	53400	559	Other Contractual Services	Subtotal:	- 254,800 254,800	254,800
				Purpose of Req	uost		
Planning ( Funding th	Council for a F	Regional Res 0, 2022 for L	iliency Gra .eon Coun	0 from the Department of Envi int. This is a state reimbursem ty/ARPC has been funded in t	ronmental Protection ent grant totaling \$1.4	46 million through	June 30, 2023.
Division/[ 2624/26	Department				Roshaunda Bradle	ey, Budget Manag	er
					Scott Ross, Direct	or, Office of Fina	ncial Stewardship
Approved	І Ву:	Resolution	x		Motion	Administrator	



**APALACHEE REGIONAL PLANNING COUNCIL** 

Local Partnerships. Regional Impact.

October 14, 2021

Vincent S. Long, County Administrator County Administration 301 South Monroe Street Tallahassee, FL 32301

#### **RE: Vulnerability Assessment Grant Partnership with ARPC**

Dear Administrator Long:

The Apalachee Regional Planning Council (ARPC) is seeking assistance from Leon County to apply for a Florida Department of Environmental Protection (FDEP) Resilient Florida grant. The FDEP requires that the ARPC partner with a Florida county or municipality that will act as the grantee for the project. Recognizing Leon County as a member of ARPC and the Apalachee Regional Resilience Collaborative, as well as their ability and experience to handle complex projects, ARPC is kindly requesting that Leon County act as grantee for the project.

This regional project will involve the completion of Vulnerability Assessments for Calhoun, Franklin, Gadsden, Gulf, Leon, Liberty, Jackson, Jefferson, and Wakulla counties and their municipalities. The Vulnerability Assessments will focus on both inland and coastal flooding and will chronicle exposure of critical assets over a 2040 and 2070 timeline. Critical assets include transportation infrastructure (roadways, bridges, evacuation routes), civil infrastructure (wastewater treatment, drinking water systems, electricity production), community and emergency facilities (schools, disaster recovery centers, healthcare facilities), and natural and cultural resources (conservation lands, parks, and shorelines). Where applicable, the resulting analysis will assess the critical assets' impacts from tidal flooding, storm surge, rainfall-induced flooding, and the combination of tidal, storm surge, and rainfall-induced flooding. The results of the Vulnerability Assessments will create a risk profile of county and municipality holdings that are vulnerable to flooding over the next 20 and 50 years.

The ARPC will act as grant manager on behalf of Leon County and ensure that task deliverables will be met, and the project completed on time. The grant duration will run from date of award through June 30, 2022. The grant has already been submitted and approved contingent upon Leon County entering the partnership and the receipt of a work plan from ARPC. ARPC will oversee grant requirements for Leon County. Thank you for your consideration and feel free to contact Josh Adams, Environmental Planning Manager, at 850-488-6211 ext. 104 (JAdams@arpc.org) if you require any additional information.

Sincerely, Anis Rietow

Chris Rietow Executive Director

www.arpc.org

2507 Callaway Rd, Suite 200 Tallahassee, Fl 32303

850.488.6211

Serving Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Leon, Liberty, and Wakulla counties & their municipalities Progre 2330 of 1106778 Prosted Namanyer 41, 2022

# Leon County Board of County Commissioners

Notes for Agenda Item #6

# Leon County Board of County Commissioners

## Agenda Item #6

**January 25, 2022** 

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	State Homeland Security and Big Bend Healthcare Coalition Grants

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Mathieu Cavell, Assistant to the County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Kevin Peters, Director, Division of Emergency Management Roshaunda Bradley, Budget Manager Eryn Calabro, Principal Management and Budget Analyst

## **Statement of Issue:**

This item seeks Board acceptance of a \$34,927 State Homeland Security Grant and a \$9,027 Big Bend Healthcare Coalition Grant to support emergency operations.

## **Fiscal Impact:**

This item has a fiscal impact. The State of Florida, Division of Emergency Management, as the pass-through entity for this federal funding, has allocated \$34,927 for the State Homeland Security Grant to Leon County. The Big Bend Healthcare Coalition Inc. has approved the shelter cot project to be funded for an amount not to exceed \$9,027. These grants do not require a County match.

## **Staff Recommendation:**

- Option #1: Accept the State Homeland Security Grant in the amount of \$34,927 (Attachment #1), and authorize the County Administrator to execute the Subaward and Grant Agreement, including any future modifications, subject to legal review by the County Attorney.
- Option #2: Approve the Resolution and associated Budget Amendment Request for the State Homeland Security Grant in the amount of \$34,927 (Attachment #2).
- Option #3: Accept the Big Bend Healthcare Coalition Grant in the amount of \$9,027 (Attachment #3), and authorize the County Administrator to execute the Memorandum of Agreement, including any future modifications, subject to legal review by the County Attorney.
- Option #4: Approve the Resolution and associated Budget Amendment Request for the Big Bend Healthcare Coalition Grant in the amount of \$9,027 (Attachment #4).

### **Report and Discussion**

## **Background:**

This item seeks Board acceptance of the State of Florida, Division of Emergency Management's subgrant to the County of federal funds under the Homeland Security Grant in the amount of \$34,927 to be used by Leon County Emergency Management to sustain its standardized crisis management software system (WebEOC) (the "State Homeland Security Grant"). Additionally, this item seeks Board acceptance of the Big Bend Healthcare Coalition Grant in the amount of \$9,027 to be used by Leon County Emergency Management to purchase shelter cots.

#### State Homeland Security Grant

The purpose of the State Homeland Security Grant is to provide federal funds to states in order to implement the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal: a secure and resilient Nation. State Homeland Security Grant funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development of the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), continuity of operations plans and other planning activities that support the National Preparedness Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP).

The State of Florida, Division of Emergency Management, as the pass-through entity for this federal funding, has allocated \$34,927 for the State Homeland Security Grant to Leon County effective upon signature of the Subaward and Grant Agreement. These funds will be accepted on a quarterly reimbursement basis.

## Big Bend Healthcare Coalition Grant

The Big Bend Healthcare Coalition (BBHCC) is a Florida not-for-profit corporation formed on January 14, 2014 and represents Leon, Gadsden, Franklin, Jefferson, Wakulla, Gulf, Taylor, and Madison counties. Health care coalitions were formed across the nation at the direction of the United States Department of Health and Human Services (HHS) in response to the need to better coordinate and leverage the resources and capabilities of all health care and support providers in preparing, responding, and recovering from disasters. In Florida, health care coalition formation was led by the Florida Department of Health (FDOH). BBHCC is built upon existing public health and health care stakeholder support. These stakeholders, and their respective public and private sector response partners utilize their shared knowledge and experience to facilitate integration, and coordination, within a defined structure to support the preparedness, response, and recovery in furtherance of the management of complex health care and support issues which arise during disasters.

HHS provides funding to the State for health care coalitions through the Assistant Secretary for Preparedness and Response grant funding that is used to support the health care system's preparedness and response to events that stress or disrupt health care service delivery. FDOH then passes a portion of the grant funding to each of the health care coalitions to fund projects that

enhance response capabilities and fill identified gaps. The Big Bend Healthcare Coalition has allocated \$9,027 to Leon County effective upon signature of the Memorandum of Agreement. These funds will be reimbursed following procurement of the shelter cots by Leon County Emergency Management.

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 and the ARPA (American Rescue Plan Act) funding, the total County grant leverage ratio is \$12.16 to \$1; excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$64.68 to \$1.

## Analysis:

## State Homeland Security Grant

The State Homeland Security Grant Program is designed to assist the County in facilitating the administration of the County's Emergency Management functions in support of the State Domestic Security Strategic Plan. A few requirements of the grant include the following:

- Planning The project supports the creation, distribution, and access to comprehensive emergency management plans, Incident Action Plans, and continuity of operations plans.
- Operations Coordination & Information Sharing The project supports emergency management coordination and will aid teams in integrating with other local emergency centers since all of the facilities will have a common operational picture. The system will support a common operational picture between regional emergency operations centers.
- Resource Management The project will support the collaboration and coordination of resources (personnel, equipment, volunteer, and donations) during times of emergency.

To accomplish these functions, the Emergency Management component of the Domestic Security Coordinating Group has elected to implement WebEOC, a standardized Crisis Management Software System. The WebEOC system links to the Florida Division of Emergency Management, Florida Highway Patrol, Florida Department of Transportation, and Florida Department of Health. Numerous private entities and federal agencies use the WebEOC system including, but not limited to, NASA, Florida Power and Light (FPL), Carnival Cruise Lines, Disney, and United States Army Corp of Engineers. The \$34,927 grant allocation will fund the sustainment of Leon County's WebEOC license.

## **Big Bend Healthcare Coalition Grant**

BBHCC provides grant funding to members to assist in implementing the Assistant Secretary for Preparedness and Response's Health Care Preparedness and Response Capabilities: Foundation for Health Care and Medical Readiness, Health Care and Medical Response Coordination, Continuity of Health Care Service Delivery, or Medical Surge.

The \$9,027 grant provided by BBHCC will allow Leon County to purchase a small cache of cots which could be used at the overflow special needs shelter or in general population shelters for any individual with functional or access needs that may check-in during an emergency. This supports the Health Care Preparedness and Response Capability of Medical Surge.

## **Options:**

- 1. Accept the State Homeland Security Grant in the amount of \$34,927 (Attachment #1), and authorize the County Administrator to execute the Subaward and Grant Agreement, including any future modifications, subject to legal review by the County Attorney.
- 2. Approve the Resolution and associated Budget Amendment Request for the State Homeland Security Grant in the amount of \$34,927 (Attachment #2).
- 3. Accept the Big Bend Healthcare Coalition Grant in the amount of \$9,027 (Attachment #3), and authorize the County Administrator to execute the Memorandum of Agreement, including any future modifications, subject to legal review by the County Attorney.
- 4. Approve the Resolution and associated Budget Amendment Request for the Big Bend Healthcare Coalition Grant in the amount of \$9,027 (Attachment #4).
- 5. Do not accept the State Homeland Security Grant in the amount of \$34,927.
- 6. Do not accept the Big Bend Healthcare Coalition Grant in the amount of \$9,027.
- 7. Board direction.

## **Recommendation:**

Options #1, #2, #3 and #4

## Attachments:

- 1. State Homeland Security Subaward and Grant Agreement
- 2. Resolution and associated Budget Amendment Request
- 3. Big Bend Healthcare Coalition Memorandum of Agreement
- 4. Resolution and associated Budget Amendment Request

Contract Number: R0476

#### FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal award."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:
Sub-Recipient's unique entity identifier:
Federal Award Identification Number (FAIN):
Federal Award Date:
Subaward Period of Performance Start and End Date:
Amount of Federal Funds Obligated by this Agreement:
Total Amount of Federal Funds Obligated to the Sub-Recipient
by the pass-through entity to include this Agreement:
Total Amount of the Federal Award committed to the Sub-Recipient
by the pass-through entity:
Federal award project description (see FFATA):
Name of Federal awarding agency:
Name of pass-through entity:
Contact information for the pass-through entity:
Catalog of Federal Domestic Assistance (CDFA Number and Name

Whether the award is R&D: Indirect cost rate for the Federal award:

#### Leon County

EMW-2021-SS-00056-S01 9/1/2021 – 08/31/2024 DOE – 03/31/2023 \$34,927.00

\$34,927.00 See Article 1, Agreement Articles Dept. of Homeland Security FL. Division of Emergency Mgmt. 2555 Shumard Oak Boulevard Tallahassee, Florida 32399 97.067-Homeland Security Grant Program N/A 21.40% THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and <u>Leon County</u>, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

2

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

Jamika Jackson

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399

Telephone: 850-815-4344

Email: Jamika.Jackson@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for

the administration of this Agreement is:

\_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

## (4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

# (5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

# (6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

# (7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

# (8) PERIOD OF AGREEMENT.

This Agreement shall begin **upon execution by both parties and will end March 31**, **2023** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.1, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient <u>only</u> for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$34,927.00.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal,

civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

awards; and,

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.475. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

i. Participation of the individual in the travel is necessary to the Federal award.
 i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Subrecipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

# (10)<u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits,

examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

# 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: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)<u>AUDITS</u>

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

<u>OR</u> Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

## http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

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Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

# (12)<u>REPORTS</u>

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 30 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

# (13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

## (14)<u>LIABILITY</u>

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

# (15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

# (16)REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division will make three written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient's ability to obtain future funding.

g. Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

# (17)TERMINATION

a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

solicitation.

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the

subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity must disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or subrecipient.

i. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

Place unreasonable requirements on firms in order for them to qualify to do

business;

i.

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated

companies;

iv. Execute noncompetitive contracts to consultants that are on retainer

contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an

equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

I. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Sub-Recipient shall provide information to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes on the required Procurement Method Report (Form 5). Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. FEMA has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at <a href="https://www.fema.gov/grants/procurement">https://www.fema.gov/grants/procurement</a>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

# (19)ATTACHMENTS AND EXHIBITS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

- ii. Exhibit 2 Certification Regarding Telecommunications and Video Restrictions
- iii. Exhibit 3 Certification Regarding Lobbying
- iv. Attachment A Program Budget
- v. Attachment B Scope of Work
- vi. Attachment C Deliverables and Performance
- vii. Attachment D Program Statutes and Regulations
- viii. Attachment E Justification of Advance Payment
- ix. Attachment F Warranties and Representations
- x. Attachment G Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- xi. Attachment H Statement of Assurances
- xii. Attachment I Mandatory Contract Provisions
- xiii. Attachment J Financial and Program Monitoring Guidelines
- xiv. Attachment K EHP Guidelines
- xv. Attachment L Reimbursement Checklist

# (20)PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittel of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments will be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

# Division of Emergency Management Cashier 2555 Shumard Oak Boulevard Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

# (22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 <u>et seq.</u>), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## (23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

v. If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

# EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal,

undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fullypaid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

# (25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

# (26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal

opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

## (27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## (28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract

must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

#### (29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### (30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## (31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract,

then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of \$100,000

or more, the subcontractor shall sign Attachment  $M-Certification\ Regarding\ Lobbying.$ 

# (32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used <u>whenever possible</u>:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, <u>when economically feasible</u>, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, <u>where the requirement permits</u>, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, <u>as appropriate</u>, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

# SUB-RECIPIENT: LEON COUNTY

Зу:
Name and Title:
Date:
FID#

**If signing electronically:** By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Ву:	
Name and Title: Kevin Guthrie, Director	
Date:	

# EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: <u>HOMELAND SECURITY GRANT PROGRAM</u> Federal Agency: <u>U.S. Department of Homeland Security, Federal Emergency Management</u> Catalog of Federal Domestic Assistance title and number: <u>97.067</u>

Award amount: \$ 34,927.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: HOMELAND SECURITY GRANT PROGRAM

List applicable compliance requirements as follows:

- 1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2021 Department of Homeland Security Notice of Funding Opportunity.
- 2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliance with the terms of the Agreement.
- 3. Sub-Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

*NOTE:* 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

## EXHIBIT – 2

## Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, may not use grant funds under the Nonprofit Security Grant Program covered by this Agreement and provided in FY 2021 or previous years to:

- 1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology of any system; or
- 2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2021 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA will publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

- 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the SAA:

- Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- 2. Within 10 business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered

telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

## Sub-Recipient: LEON COUNTY

By:\_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title

**If signing electronically:** By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that I understand that it is my responsibility, on behalf of the organization, to ensure that we adhere to these restrictions.

## EXHIBIT – 3

## CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will <u>exceed</u> \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- □ This Certification is <u>not</u> required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

## APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, \_\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

## ATTACHMENT A

#### **Program Budget**

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at http://www.fema.gov/authorized-equipment-list.

The *transfer of funds between the categories* listed in the "Program Budget and Scope of Work" *is permitted*. However, the *transfer of funds between Issues is strictly prohibited*.

Grant	FY 2021 Homeland Security Grant Program			
Recipient Agency	Sub-Recipient's Name LEON COUNTY			
Category(s)	Issue Number/Project Title Amount Allocated			
Planning Expenditures	Issue 4: Statewide Capabilities Assurance	\$34,927.00		
Organizational Expenditures				
Exercise Expenditures				
Training Expenditures				
Equipment Expenditures				
Management and Administration (up to 5%)				
Total Award	\$34,9	27.00		

# BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", <u>after</u> the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Issue #
Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities				
Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives				
Developing related terrorism and other catastrophic event prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments				
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties) <b>*WebEOC Sustainment</b> *	1	\$34,927	\$34,927	#4
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
Issuance of WHTI-compliant Tribal identification cards				
Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency				
Coordination with Citizen Corps Councils for public information/education and development of volunteer programs				
Update governance structures and processes and plans for emergency communications				
Development, and review and revision of continuity of operations plans				
Development, and review and revision of the THIRA/SPR continuity of operations plans				
тот	AL PLANNING	EXPENDITURES	\$34,927.00	
Allowable Organizational Activities (HSGP and LETP)	Quantity	Unit Cost	Total Cost	Issue #
Program management				
Development of whole community partnerships				
Structures and mechanisms for information sharing between the public and private sector				

Implementing models, programs, and workforce enhancement initiatives				
Tools, resources, and activities that facilitate shared				
situational awareness between the public and private				
sectors				
Operational support				
Utilization of standardized resource management				
concepts				
Responding to an increase in the threat level under the				
National Terrorism Advisory System (NTAS), or needs in				
resulting from a National Special Security Event				
Reimbursement for select operational expenses				
associated with increased security measures at critical				
infrastructure sites incurred (up to 50 percent of the				
allocation)				
Overtime for information, investigative, and intelligence		1		
sharing activities (up to 50 percent of the allocation)				
Hiring of new staff positions/contractors/consultants for		1		
participation in information/intelligence analysis and				
sharing groups or fusion center activities (up to 50				
percent of the allocation)				
Cost of migrating online services to the ".gov" domain				
TOTAL ORG	ANIZATIONAL	EXPENDITURES	\$	
	1			
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue #
Allowable Exercise Costs Design, Develop, Conduct and Evaluate an Exercise	Quantity	Unit Cost	Total Cost	
	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs,	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises Implementation of HSEEP Activities to achieve exercises inclusive of people with	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises Implementation of HSEEP Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises Implementation of HSEEP Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs Travel - Travel costs (i.e., airfare, mileage, per diem,	Quantity	Unit Cost	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises Implementation of HSEEP Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who	Quantity	Unit Cost         Image: Cost in the second	Total Cost	
Design, Develop, Conduct and Evaluate an Exercise Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise- related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises Implementation of HSEEP Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs Travel - Travel costs (i.e., airfare, mileage, per diem,	Quantity	Unit Cost	Total Cost	

Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment). Interoperable communications exercises				
Activities to achieve planning inclusive of people with limited English proficiency				
тот		EXPENDITURES	\$	
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Issue #
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training				
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency Full or Part-Time Staff or Contractors/Consultants				
Travel				
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Instructor certification/re-certification				
Coordination with Citizen Corps Councils in conducting training exercises				
Interoperable communications training				
Activities to achieve training inclusive people with limited English proficiency				
Immigration enforcement training				
רסד		EXPENDITURES	\$	

Eligible Equipment Acquisition Costs				
The table below highlights the allowable equipment				
categories for this award. A comprehensive listing of				Issue
these allowable equipment categories, and specific	Quantity	Unit Cost	Total Cost	#
equipment eligible under each category, are listed on the				
web-based version of the Authorized Equipment List				
(AEL) at http://www.fema.gov/authorized-equipment-list.				
Personal protective equipment			Γ	
Explosive device mitigation and remediation equipment			 	
CBRNE operational search and rescue equipment				
Information technology				
Cybersecurity enhancement equipment				
cybereedanty enhancement equipment				
Interoperable communications equipment			1	
Detection Equipment				
Decontamination Equipment				
Medical supplies				
Power equipment (generators, batteries, power cells)				
Tower equipment (generators, batteries, power cens)			1	
CBRNE Reference Materials				
CBRINE Relefence Materials				
CBRNE Incident Response Vehicles			1	
Terrorism Incident Prevention Equipment				
Physical Security Enhancement Equipment				
Inspection and Screening Systems				
Animal Care and Foreign Animal Disease				
-				
CBRNE Prevention and Response watercraft			1	
CBRNE Prevention and Response Unmanned Aircraft			1	
CBRNE Aviation Equipment				
CBRNE Logistical Support Equipment			I	
36			1	I

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Intervention Equipment (e.g., tactical entry, crime scene processi	ng)		-	
Critical emergency supplies	[	1	1	т —
Other authorized equipment costs (include any construction or reprovided by FEMA prior to the use of any funds for construction o		n this category; Wr	itten approval m	ust be
ΤΟΤΑΙ	FOUIPMENT	EXPENDITURES	\$	
	Quantity	Unit Cost	♥ Total Cost	Issue
Eligible Management and Administration Costs	Quantity	Unit Cost	Total Cost	#
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above 40 hours of weekly work time in the performance of FEMA – approved activities within the scope of this grant. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who				
are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees.				
Travel expenses				
Meeting-related expenses Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy. The following are allowable only within the agreement period:				
Recurring fees/charges associated with certain equipment, such as cell phones, faxes. Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.				
	TOTAL M&A	EXPENDITURES	\$	
Т		EXPENDITURES	\$34,927.00	

## ATTACHMENT B

#### SCOPE OF WORK

Sub-Recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2021 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

## I. Issue and Project Description –

**Issue 4-24/7 Statewide WebEOC Capabilities Assurance**: This project will sustain the WebEOC information-sharing capability throughout the State of Florida. WebEOC has been fully installed in the Florida (FDEM) EOC and links all Florida counties capable of utilizing WebEOC, as a statewide, collaborative, emergency management information sharing system. The statewide WebEOC system project provides a systematic and standardized process for the development of executable strategic, operational, and/or community-based goals and objectives.

## II. Categories and Eligible Activities

FY 2021 allowable costs are divided into the following categories for this agreement: **Planning**, **Organizational**, **Exercise**, **Training**, **Equipment and Management and Administration**. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

## A. Allowable Planning Related Costs

HSGP funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG* 101 v 2.0.

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities;
- Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives;
- Developing related terrorism and other catastrophic event prevention activities;
- Developing and enhancing plans and protocols;
- Developing or conducting assessments;
- Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties);
- Materials required to conduct planning activities;
- Travel/per diem related to planning activities;
- Overtime and backfill costs (in accordance with operational Cost Guidance);
- Issuance of WHTI-compliant Tribal identification card;
- Activities to achieve planning inclusive of people with disabilities and others with access and functional needs;
- Coordination with Citizen Corps Councils for public information/education and development of volunteer programs;
- Update governance structures and processes and plans for emergency communications;
- Development, and review and revision of continuity of operations plans;
- Development, and review and revision of the THIRA/SPR continuity of operations plans; and
- Activities to achieve planning inclusive of people with limited English proficiency.

## B. Allowable Organization Related Costs (HSGP and UASI Only)

Sub-Recipients proposed expenditures of SHSP or UASI funds to support organization activities include:

- Program Management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;
- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- Migrating online services to the ".gov" internet domain; and
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), HSGP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by HSGP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
  - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
  - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

## Intelligence Analyst Activities Allowable Costs (HSGP and UASI)

All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA.

States and Urban Areas must justify proposed expenditures of HSGP or UASI funds to support organization activities within their IJ submission. All SAAs are allowed to utilize up to 50 percent (50%) of their HSGP funding and all Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity.

## Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs (HSGP and UASI)

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including Information sharing and analysis, threat recognition, terrorist interdiction, and training/ hiring of intelligence analysts;
- Coordination between fusion centers and other analytical and investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, real-time crime analysis centers and DHS intelligence, operational, analytic, and investigative entities;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities, tips/leads, and online/social media-based threats, as well as the execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism, targeted violence, threats to life, and other criminal activity;
- Management and operation of activities that support the execution of the intelligence process and fusion centers, including but not limited to: Fusion Liaison Officer (FLO) programs, security programs to protect the facility, personnel, and information, and the protection of privacy, civil rights, and civil liberties.
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.
  - Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with the DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by FEMA.
- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations;
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative; and
- Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection, evaluation, and assessment of suspicious activity reports, tips/leads, and online/social media-based threats.

## Organizational activities under HSGP and UASI include:

**Operational Overtime Costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP Sub-Recipients are urged to consider using grant funding to support soft target preparedness activities. HSGP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited below:

- Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Participation in Regional Resiliency Assessment Program (RRAP) activities;
- Public safety overtime;

- Title 32 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note: Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package);
- Increased border security activities in coordination with CBP;
- National Terrorism Advisory System;
- Designated National Security Events;
- Special Event Assessment Rating (SEAR) Level 1 through 4 Events
- States of Emergency;
- National Critical Infrastructure Prioritization Program (NCIPP);
- Directed Transit Patrols; and
- Operational Support to a Federal Agency.

#### **Operational Overtime Requests:**

- Except for an elevated NTAS alert, HSGP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Program Analyst (PA). FEMA will consider requests for special event activities up to one year in advance. However, such requests must be within the award's current period of performance and must not result in the need for a request to extend the period of performance.
- All operational overtime requests must clearly explain how the request meets the criteria of
  one or more of the categories listed above. Requests must address the threat environment as
  it relates to the event or activity requiring operational overtime support and explain how the
  overtime activity is responsive to the threat.
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.
- Under no circumstances may DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area.
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

#### Personnel Costs (HSGP and UASI)

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to training and exercise coordinators, program managers for activities directly associated with HSGP and UASI funded activities, intelligence analysts, and Statewide interoperability coordinators (SWIC).

Sub-Recipients should refer to **Information Bulletin No. 421b**, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110–412 – the PRICE Act), October 30, 2019. HSGP funds may not be used to support the hiring of any personnel to fulfil traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.

#### The following definitions apply to personnel costs:

• *Hiring.* State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable DHS/FEMA grant activities as specified

in this guidance. This may not include new personnel who are hired to fulfill any non-DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.

- **Overtime.** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-Related Overtime.** Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- **Supplanting.** Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

## **Organization (OPSG)**

**Personnel Costs:** OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities (travel costs must be in accordance with applicable travel regulations).

Up to 50 percent of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or Sub-Recipient, the FEMA Administrator (or designee) may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP).

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**Operational Overtime Costs.** OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.

- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable State and Federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

## **Temporary or Term Appointments**

- Sub-Recipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.
- OPSG-funded temporary or term appointments may not exceed the approved period of performance.
  - For OPSG purposes, temporary appointments are non-status appointments for less than one year.
  - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
  - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
  - To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
  - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in the OPSG section of the Preparedness Grants Manual and the HSGP NOFO.
- In addition to these terms Sub-Recipients must follow their own applicable policies and procedures regarding temporary or term appointments.

## Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. Additional unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs, and exercise expenses are prohibited under OPSG.

#### C. Allowable Exercise Related Costs

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <u>https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep</u>.

- Design, Develop, Conduct, and Evaluate an Exercise
- Full or part-time staff or contractors/consultants
- Exercise Planning Workshop
- Full- or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

#### Additional Exercise Information

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and high risked urban areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally mandated or private exercise activities. States and high risked urban areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- Validating Capabilities. Exercises examine and validate capabilities-based planning across
  the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The extensive
  engagement of the whole community, including but not limited to examining the needs and
  requirements for individuals with disabilities, individuals with limited English proficiency, and
  others with access and functional needs, is essential to the development of an effective and
  comprehensive exercise program. Exercises are designed to be progressive increasing in
  scope and complexity and drawing upon results and outcomes from prior exercises and realworld incidents to challenge participating communities. Consistent with Homeland Security
  Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP)
  serves as the principal exercises should align with priorities and capabilities identified in a
  multi-year TEP.
- **Special Event Planning.** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the multi-year TEP. States must include all confirmed or planned special events in the Multi-year TEP. The state or Urban Area may plan to use HSGP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- **Regional Exercises.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year TEP.
- Role of Non-Governmental Entities in Exercises. Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be

coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

**FDEM State Training Office conditions for Exercises**: For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient must provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.
- In order the receive payment for successfully conducting an authorized exercise, the Sub-Recipient must provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) MYTEP reflecting the exercise.
- If you require food/water for this event, request must come to the Division within 25 days prior to the event, in the following format:

Exercise Title: Location: Exercise Date: Exercise Schedule: Estimated Number of Participants that will be fed: Estimated Cost for food/water: Description of the Exercise:

#### D. Allowable Training Related Costs (SHGP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the HSGP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation (ADDIE) model of instructional design.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency

- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training
- Activities to achieve planning inclusive of people with limited English proficiency
- Immigration enforcement training

## **Additional Training Information**

Per DHS/FEMA Grant Programs Directorate Policy <u>IB 432</u>, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants,* issued on July 19, 2018, states, territories, Tribal entities and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

**DHS/FEMA Provided Training.** These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) Training Partner Programs (TPP). TPP includes the Center for Homeland Defense and Security, National Domestic Preparedness Consortium (NDPC), Rural Domestic Preparedness Consortium (RDPC), and training partners through the Continuing Training Grants program.

**Approved State and Federal Sponsored Course Catalogue**. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: www.firstrespondertraining.gov.

*Training Not Provided by DHS/FEMA.* These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- State Sponsored Courses. These courses are developed for and/or delivered by institutions
  or organizations other than Federal entities or FEMA and are sponsored by the SAA or their
  designated TPOC.
- Joint Training and Exercises with the Public and Private Sectors. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts

of terrorism or catastrophic events. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: <u>www.firstrespondertraining.gov</u>.

**Training Information Reporting System ("Web-Forms").** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2021 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <u>https://www.firstrespondertraining.gov/frt/</u> in order to support grantees in their own tracking of training deliveries.

**FDEM State Training Office Conditions**: For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient must provide the Division with a certificate of course completion; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order the receive payment for successfully conducting an authorized course, the Sub-Recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient must provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."
- For courses that are non-DHS approved training, Sub-Recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-Recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

## E. Allowable Equipment Related Costs (SHGP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at <a href="https://www.fema.gov/authorized-equipment-list">https://www.fema.gov/authorized-equipment-list</a>. Some equipment items require prior approval from DHS/FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

#### Allowable Equipment (OPSG)

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide.

• Equipment Marking. Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows:

#### "Purchased with DHS funds for Operation Stonegarden Use"

- Fuel Cost and/or Mileage Reimbursement. There is no cap for reimbursement of fuel and mileage costs in support of operational activities.
- Vehicle and Equipment Acquisition, Including Leasing and Rentals: Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.
- Medical Emergency Countermeasures: Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as will be reflected in the AEL and explained in IB 438.

## F. Unallowable Costs (HSGP, UASI and OPSG)

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with **IB 426** and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:
  - o Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
  - o Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

## G. Regional Border Projects (OPSG)

Subrecipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment:
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e. fusion centers) o Intelligence analysts
- Situational Awareness equipment:
  - o License Plate Reader Networks
  - o Visual detection and surveillance systems
  - o Sensor Systems
  - o Radar Systems (for air and/or marine incursions)
  - o Aircraft systems (manned or unmanned)

## H. Critical Emergency Supplies (SHSP and UASI)

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over \$100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

## I. Construction and Renovation (SHSP and UASI)

Project construction using SHSP and UASI funds may not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs.

Recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the State in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <a href="https://www.dol.gov/whd/govcontracts/dbra.htm">https://www.dol.gov/whd/govcontracts/dbra.htm</a>.

#### J. Communications Towers

When applying for funds to construct communication towers, subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed.

## K. Disposition

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the Sub-Recipient must request disposition instructions from FDEM Office of Domestic Preparedness and the State Administrative Agency will request deposition instructions from Federal awarding agency as required by the terms and conditions of the Federal award. The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

## L. Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with **IB 426 and IB 438** and include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

## M. Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

Prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities should seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Subrecipients should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. For further information please see the DHS press release on this topic: <a href="https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft">https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft</a>.

## N. FirstNet

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-totalk (PTT) devices
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops
- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers

- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools

Sub-Recipients must be coordinated with the Statewide Interoperability Coordinator (SWIC) and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory and to ensure that project does not conflict with network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. FEMA Information Bulletin (IB) #386 has been rescinded by prior NOFOs and remains rescinded as the technical requirements and nationwide network architecture has been developed, and FirstNet is operational. Subrecipients, however, must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities.

## O. SAFECOM

Emergency communications systems and equipment must meet applicable <u>SAFECOM</u> <u>Guidance</u>. Sub-Recipients must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

## P. Cybersecurity

Sub-Recipients must use HSGP funds for cybersecurity projects that support the security and functioning of critical infrastructure and core capabilities as they relate to terrorism preparedness and may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism.

#### Q. Law Enforcement Readiness (SHSP, UASI, and OPSG)

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG Sub-Recipients with agreements under section 287(g) of the Immigration and Nationality Act (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, Sub-Recipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

#### R. Maintenance and Sustainment (SHSP, UASI, and OPSG)

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP 205-402-125-1 under all active and future grant awards, unless otherwise noted. Except for maintenance plans

or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

## S. Management and Administration (M&A) (HSGP & UASI)

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

Allowable M&A activities include:

- Hiring of full-time or part-time staff or contractors/consultants:
  - To assist with the management of the respective grant program.
  - To assist with application requirements.
  - To assist with compliance reporting and data collection requirements.

#### Management and Administration (M&A) (OPSG)

Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Recipients may retain up to 2.5% of the overall OPSG allocation prior to passing-through funding to Sub-Recipients. This funding must be deducted in an equal percentage from each Sub-Recipient. Sub-Recipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5 percent of the Sub-Recipient's subaward. Friendly forces are local law enforcement entities that are subordinate Sub-Recipients under OPSG. In other words, friendly forces are entities that receive a subaward from a Sub-Recipient under the OPSG program. Friendly forces must comply with all requirements of Sub-Recipients under 2 C.F.R. Part 200.

#### T. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Subrecipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the Sub-Recipient must adhere to the requirements of the State statute.

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The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the Sub-Recipient shall not execute a piggy-back contract unless their local written policy allows for piggybacking, and the Division has approved the Scope of Work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

## Contracts may include:

**State Term Contract:** A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contact vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An Alternate Contract Source is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

**General Services Administration Schedules:** The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program. ). **Refer to the appropriate GSA Schedule for additional requirements.** 

#### U. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Subrecipient's written procurement policy must be submitted to the SAA and must allow for piggybacking. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

#### Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with Federal or State financial assistance. In pertinent part, Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:

• A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.

- A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

## V. Unique Entity Identifier and System for Award Management (SAM)

#### Sub-Recipients for this award must:

- Be registered in SAM;
- Provide a valid DUNS number; and
- Continue to maintain an active SAM registration with current information at all times during which it has an active federal award.

#### W. Reporting Requirements

#### 1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it will result in the issuance of a noncompliance letter, and a written justification must then be provided.
  - Based on the SAA's determination, the Sub-recipient will have 30 days to submit a letter of appeal to the SAA/HSA.
  - Subrecipients will only be allowed one opportunity to appeal.
  - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-recipient's funds will be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it will result in termination of the agreement.

## Programmatic Reporting Schedule

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Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

## 2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <u>https://www.reporting.odp.dhs.gov</u>. The reporting periods are **January 1-June 30 and July 1-December 31.** Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

## 3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

## 4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

#### 5. Administrative Closeout

An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

## X. Period of Performance (POP) Extensions

Extensions to the period of performance identified in the agreement are allowable under limited circumstances and will only be considered through formal, written requests to the SAA. All extension requests must contain specific and compelling justifications as to why an extension is required, and must address the following:

- 1. The grant program, fiscal year, and agreement number;
- 2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
- 3. Current status of project activity;
- 4. Requested POP termination date and new project completion date;
- 5. Amount of funds reimbursed to date;
- 6. Remaining available funds;

- 7. Budget outlining how the remaining funds will be expended;
- 8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
  - 9. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six-month period, and will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

#### Y. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Jamika Jackson	Dominique Roberts
FDEM	FDEM
2555 Shumard Oak Blvd. Suite 330G	2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100	Tallahassee, FL 32399-2100
(850) 815-4344	(850) 815-4352
Jamika.jackson@em.myflorida.com	Dominique.roberts@em.myflorida.com

#### Z. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

## AA. Failure to Comply

• Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

#### ATTACHMENT C

#### DELIVERABLES AND PERFORMANCE

**State Homeland Security Program (HSGP):** HSGP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see <a href="http://www.fema.gov/pdf/about/divisions/npd/CPG\_101\_V2.pdf">http://www.fema.gov/pdf/about/divisions/npd/CPG\_101\_V2.pdf</a> or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

**Organization Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

**Exercise Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Multi-Year Training & Exercise Plan (MYTEP), and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <u>https://www.llis.dhs.gov/hseep</u>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida MYTEP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <u>http://training.fema.gov/</u>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

**Equipment Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <a href="http://beta.fema.gov/authorized-equipment-list">http://beta.fema.gov/authorized-equipment-list</a>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

**Management Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Budget and Scope of Work, Attachments A and B of this agreement.

#### ATTACHMENT D Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 et seq.
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seq.
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

#### ATTACHMENT E

## JUSTIFICATION OF ADVANCE PAYMENT

#### SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

#### ] ADVANCE REQUESTED

Advance payment of \$ \_\_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

## If you are requesting an advance, complete the following chart and line item justification below.

## **ESTIMATED EXPENSES**

BUDGET CATEGORY/LINE ITEMS	Fiscal Year 2021 Anticipated Expenditures for
(list applicable line items)	First Three Months of Contract
For example	
ADMINISTRATIVE COSTS:	
For example	
PROGRAM EXPENSES:	
TOTAL EXPENSES:	

<u>LINE ITEM JUSTIFICATION</u> (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

## \*REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS\*

Signature of Sub-Recipient	Date:
° '	

Name and Title of Sub-Recipient

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#### ATTACHMENT F

## WARRANTIES AND REPRESENTATIONS

## Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

## **Procurements**

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.318 through 200.327).

## **Business Hours**

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

## Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

#### ATTACHMENT G

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

## **Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUB-CONTRACTOR:

Sub-Recipient's Name
FDEM Contract Number
DHS Grant Award Number

Date

#### ATTACHMENT H

#### STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients must comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All Sub-Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- 1. Sub-Recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
- 2. Sub-Recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
- Sub-Recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support the reports. Sub-Recipients must also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.
- Sub-Recipient will acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- 6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

- 7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
- 8. Sub-Recipient will comply with the applicable provisions of the following laws and policies prohibiting discrimination:
  - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

#### ATTACHMENT I

#### MANDATORY CONTRACT PROVISIONS

## Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:1

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity **Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

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<sup>&</sup>lt;sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, subrecipient may include the provision in its subcontracts.

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements (*Appendix II to Part 200, Revised Eff. 11/12/2020*).

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

#### ATTACHMENT J

#### FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Homeland Security Grant Program (HSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

#### Monitoring Selection and Scheduling:

Each year the FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

#### Areas that will be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

#### **Monitoring Activities:**

Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

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Desk monitoring is an on-going process. Sub-Recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- · Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring will be conducted by FDEM or designated personnel. On-site monitoring visits will be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

FDEM will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

#### **On-Site Monitoring Protocol**

On-site monitoring visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

#### Site Visit Preparation

A letter will be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

#### **On-Site Monitoring Visit**

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. All objectives of the site visit will be explained during this time.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item selected for review should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm

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purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### Post Monitoring Visit

FDEM personnel will review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within Forty-Five (45) calendar days of the site visit, a post monitoring letter will be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect will be generated and sent to the Sub-Recipient. The Sub-Recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement.

The On-site monitoring report and all back up documentation will then be included in the Sub-Recipient's file.

#### Monitoring Responsibilities of Pass-thru Entities

Subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.331. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Subrecipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

# ATTACHMENT K

## EHP GUIDELINES

## **ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES**

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
  - Emergency Operation Centers
  - Security Guard facilities
  - Equipment buildings (such as those accompanying communication towers)
  - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - o Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

## EHP SCREENING FORM SUBMISSION

I. For projects requiring EHP review, the Sub-Recipient must submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

<u>Ms. Felicia Pinnock</u> <u>Bureau of Preparedness – Domestic Security</u> <u>2555 Shumard Oak Boulevard</u> <u>Tallahassee, Florida 32399-2100</u> <u>Telephone: 850-815-4343</u> <u>Felicia.Pinnock@em.myflorida.com</u>

- II. The SAA POC will forward EHP Screening Forms to DHS/FEMA for review and approval.
- III. Sub-Recipient's must receive written approval from the SAA prior to the use of grant funds for project implementation. THE PROJECT MAY NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.

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# ATTACHMENT L REIMBURSEMENT CHECKLIST

#### **PLANNING**

1.	Does the amount billed by consultant add up correctly?
2.	Has all appropriate documentation to denote hours worked been properly signed?
3.	Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and signup sheet with meeting date
4.	Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
5.	Has proof of payment been included? Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank) Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
6.	Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
7.	Has proof of purchase methodology been included? <i>Please see Form 5 of Reporting Forms or</i> <i>Purchasing Basics Attachment if further clarity is needed.</i> Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)

#### Consultants/Contractors (Note: this applies to contractors also billed under Organization)

## **TRAINING**

1.	Is the course DHS approved?
2.	Is there a course or catalog number?
3.	If not, has FDEM approved the non-DHS training?
4.	Have Sign-In Sheets, Rosters and Agenda been provided?
5.	If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have documentation from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was
6.	backfilling who? Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
7.	Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.

		<ul> <li>Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)</li> <li>Electronic Funds Transfer (EFT) Confirmation</li> <li>Credit Card Statement &amp; payment to credit card company for that statement</li> </ul>
	7.	Has proof of purchase methodology been included? <i>Please see Form 5 of Reporting Forms or</i> <i>Purchasing Basics Attachment if further clarity is needed.</i> Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
<u>EXERCISE</u>		
	1.	Has documentation been provided on the purpose/objectives of the exercise? Situation Manual Exercise Plan
	2.	If exercise has been conducted are the following included: After-action report Sign-in sheets Agenda Rosters
	3.	If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have documentation from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was
	4.	backfilling who? Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
	5.	<ul> <li>Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included.</li> <li>Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)</li> <li>Electronic Funds Transfer (EFT) Confirmation</li> <li>Credit Card Statement &amp; payment to credit card company for that statement</li> </ul>
	6.	Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included. Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank) Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
	7.	Has proof of purchase methodology been included? Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed. Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
<u>EQUIPMEN</u>	<u>T</u>	

1. Have all invoices been included?

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	2.	Has an AEL # been identified for each purchase?
	3.	If service/warranty expenses are listed, are they only for the performance period of the grant?
	4.	Has proof of payment been included? Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank) Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
	5.	If EHP form needed, has a copy of the approval DHS been included?
	6.	Has proof of purchase methodology been included? Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
TRAVEL/CO	ONF	ERENCES
	1.	Have all receipts been turned in, itemized and do the dates on the receipts match travel dates? <ul> <li>Airplane receipts</li> <li>Proof of mileage (Google or Yahoo map printout or mileage log)</li> <li>Toll and/or Parking receipts</li> <li>Hotel receipts (is there a zero balance?)</li> <li>Car rental receipts</li> <li>Registration fee receipts</li> <li>Note: Make sure that meals paid for by conference are not included in per diem amount</li> </ul>
	2.	If travel is a conference has the conference agenda been included?
	3.	Has proof of payment to traveler been included? Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement Copy of paycheck if reimbursed through payroll

#### SALARY POSITIONS

- 1. Has a **<u>signed</u>** timesheet by employee and supervisor been included? Timesheet must certify the hours and information presented as true and correct.
- 2. Has proof for time worked by the employee been included? Is time period summary included?
  - \_\_\_\_\_ Statement of Earnings
  - Copy of Payroll Check
  - \_\_\_\_\_ Payroll Register

For fusion center analysts, have the certification documents been provided to the SAA to demonstrate compliance with training and experience standards?

#### **ORGANIZATION**

- 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
  - Have documentation from entity's financial system been provided to prove attendees were paid?

\_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

#### FOR ALL REIMBURSEMENTS - THE FINAL CHECK

1.	Have all relevant forms been completed and included with each request for reimbursement (including Daily Activity Reports for OPSG)?
2.	
3.	Does the total on all Forms submitted match?
4.	Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
5.	Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
6.	Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
7.	If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
8.	Do all of your vendors have a current W-9 (Taxpayer Identification) on file?
9.	Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

## **RESOLUTION NO.**

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2021/2022; 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 25<sup>th</sup> day of January, 2022.

LEON COUNTY, FLORIDA

By:\_\_\_\_

Bill Proctor, Chairman Board of County Commissioners

Date:

ATTEST: Gwendolyn Marshall Knight, 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:\_\_\_\_\_

							Page 2 of 2
				FISCAL YEAR 20			
			BU	DGET AMENDMEN	T REQUEST		
No:	BAB22016				Agenda Item No:		
Date:	1/5/2022				Agenda Item Date:	1/25/2022	
County A	dministrator				Deputy County Adm	inistrator	
Vincent S	S. Long				Alan Rosenzweig		
				Request Deta	ail		
				Revenues			
Fund	Org	Account Acct	t Informatio Prog		Current Budget	Change	Adjusted Budget
125	952016	334272	000	EM SHSGP FY21 Grant	-	34,927	34,927
					Subtotal:	34,927	
				Expenditures	6		
Fund	0.49		t Informatio		- Current Budget	Change	Adjusted Budget
<b>Fund</b> 125	<b>Org</b> 952016	<i>Acct</i> 53400	<b>Prog</b> 525	Other Contractual Services	_	34,927	34,927
120	332010	33400	020		Subtotal:		57,521
					Subtotal:	34,927	
				Purpose of Req	uest		
				funding for the FY 2021 St	ate Homeland Security	Grant. The funds	s are used for the
sustainme		EOC Soltwar	re license ne	ld by the County.			
Division/I 2624/26	Department				Roshaunda Bradley	, Budget Manag	er
					Scott Ross, Director	r, Office of Fina	ncial Stewardship
Approved	d By:	Resolution	x		Motion	Administrator	

Attachment #2



Memorandum of Agreement Between Big Bend Healthcare Coalition (BBHCC) and Leon County Emergency Management

#### Purpose of the Agreement

This Memorandum of Agreement (MOA) sets forth the terms by which the Apalachee Regional Council (ARPC) will award project funds from the Big Bend Healthcare Coalition to Leon County Emergency Management.

## Funding

Based upon the application for project funding (Attachment A), the BBHCC shall pay **Leon County Emergency Management** an amount not to exceed **\$9,027** for the purchase of **Shelter Cots**. These funds will only be paid on a reimbursement basis and must be spent by April 1, 2022.

### Roles and Responsibilities

### Leon County Emergency Management will:

- Be responsible for the procurement and purchase of materials detailed in the application for project funding (Attachment A).
- Follow their agency's procurement policy to purchase the materials.
- Make any equipment purchased available to use by the BBHCC membership upon request.
- Provide the BBHCC with an acceptable invoice and documentation to reimburse the agency. Documentation required to reimburse would include:
  - o Documentation of the procurement of the materials
  - o Vendor invoice for the materials
  - o Proof of payment for the materials purchased
  - o Reimbursement request letter from the awarded agency to the ARPC
- Purchase and pay for the materials and submit all documentation to BBHCC for reimbursement no later than April 1, 2022.
- Reimbursement check from the BBHCC must be deposited by May 1, 2022. The BBHCC will:
  - Reimburse Leon County Emergency Management within thirty (30) days of receipt of an acceptable invoice and documentation of the purchase of materials detailed in the application for project funding (Attachment A).

## Duration of the Agreement

This agreement shall begin upon execution, no later than 90 days of receipt. The agreement shall end no later than June 30, 2022.

This Memorandum of Agreement can be terminated by either party upon no less than 30 days written notice to the other party without cause.



Page 181 of 1037 2507 Callaway Road Ste. 200, Tallahassee, FL 32303 Posted January 14,. 2022 www.BigBendHCC.org



Attachment #3 Page 2 of 2

Signatures and Date

IN WITNESS THEREOF, the parties hereto have caused this Memorandum of Agreement to be executed by their undersigned officials as duly authorized.

Chad Abrams, BBHCC Treasurer

Vincent S. Long, Leon County Administrator

Signed

Signed

Date

Date



#### **RESOLUTION NO.**

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2021/2022; 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 25<sup>th</sup> day of January, 2022.

LEON COUNTY, FLORIDA

By:\_\_\_\_

Bill Proctor, Chairman Board of County Commissioners

Date:

ATTEST: Gwendolyn Marshall Knight, 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:\_\_\_\_\_

							Page 2 of 2
				FISCAL YEAR 20	021/2022		
			BUD	GET AMENDME	NT REQUEST		
No:	BAB22017				Agenda Item No:		
Date:	1/5/2022				Agenda Item Date:	1/25/2022	
County A	dministrator				Deputy County Adm	inistrator	
Vincent S	. Long				Alan Rosenzweig		
				Request Det	ail		
				Revenues			
Fund	Org	Account Acct	t Information Prog	Title	Current Budget	Change	Adjusted Budget
125	952039	366311	000	EM BBHCC FY22 Grant	-	9,027	9,027
					Subtotal:	9,027	
1				Expenditure	9S		
Fund	Org	Account Acct	t Information Prog	Title	Current Budget	Change	Adjusted Budget
125	952039	55200	525	Operating Supplies	-	9,027	9,027
					Subtotal:	9,027	
			<b>*</b> 0.007.(	Purpose of Re		- N	
shelter co		t appropriate	es \$9,027 for a	grant from the Big Bend	Healthcare Coalition for	Emergency Mar	agement to purchase
Division/I 2624/26	Department				Roshaunda Bradley,	, Budget Manag	jer
					Scott Ross, Director	, Office of Fina	ncial Stewardship
Approved	l By:	Resolution	x		Motion	Administrator	

Attachment #4

# Leon County Board of County Commissioners

Notes for Agenda Item #7

# Leon County Board of County Commissioners

## Agenda Item #7

January 25, 2022

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II

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

#### **Statement of Issue:**

This item seeks Board acceptance of a Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II, in accordance with Leon County land development regulations.

## Fiscal Impact:

This item has no fiscal impact.

#### Staff Recommendation:

Option #1: Accept the Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II and authorize the County Administrator to execute the Agreement and any future extensions thereto (Attachment #1). Title: Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II January 25, 2022 Page 2

#### **Report and Discussion**

#### **Background:**

In accordance with Leon County land development regulations for the recording of plats in the Public Records prior to infrastructure being completed, this item seeks Board acceptance of a Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II. Fletcher Oaks Subdivision Phase II is located in Section 24; Township 1 North; Range 1 East on the east side of Pedrick Road approximately 0.5 miles north of the intersection of Buck Lake and Pedrick Roads. The development consists of 4.58 acres containing 33 residential lots.

Fletcher Oaks Subdivision was approved by the Development Review Committee as a Type "B" site and development plan on November 1, 2019, with a minor modification approved by the Department of Development Support and Environmental Management on February 13, 2020, to allow phasing of the subdivision. On January 26, 2021, the Board approved the plat of Fletcher Oaks Subdivision Phase II for recording in the public records prior to infrastructure being completed and accepted a Performance Agreement and Surety Device to guarantee completion of the infrastructure. This Performance Agreement will terminate on January 26, 2022. The developer is requesting a one-year extension of the Performance Agreement to complete the required infrastructure.

#### Analysis:

The developer is requesting the County accept the one-year extension of the Performance Agreement and Surety Device in the amount of \$117,373. The requested extensions will allow the developer to complete additional buildings prior to installing the final lift of asphalt and repairing any damaged sidewalks or curbing. Public Works' Division of Engineering has inspected the site and reviewed the construction estimates for completion of the remaining infrastructure and concurs with the estimated amount (Attachment #2). Upon approval of this item, the County Administrator will be authorized to execute the Second Performance Agreement, as well as, any further extensions in compliance with Section 10-7.612, of the Leon County Code of Laws.

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

Title: Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II January 25, 2022

Page 3

#### **Options:**

- 1. Accept the Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II and authorize the County Administrator to execute the Agreement and any future extensions thereto (Attachment #1).
- 2. Do not accept the Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II and do not authorize the County Administrator to execute the Agreement and any future extensions thereto.
- 3. Board direction

### **Recommendation:**

Option #1

#### Attachments:

- 1. Second Performance Agreement and Surety Device for Fletcher Oaks Subdivision Phase II
- 2. County Engineer Memorandum of Recommendation

#### SECOND PERFORMANCE AGREEMENT

r grafia a

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, between AZALEA LAND GROUP, LLC., a Florida corporation, whose mailing address is 4708 Capital Circle NW, Tallahassee, Leon, FL 32303 hereinafter collectively called the "DEVELOPER," and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter called the "COUNTY.

WHEREAS, on January 26, 2021, the Developer presented to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Fletcher Oaks Subdivision Phase II** which map or plat, recorded at the Leon County Official Plat Book 24, Page 16, is hereby referred to and made a part hereof by reference; and,

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

WHEREAS, the Developer has requested an extension to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, all monumentation, installation of landscaping, and all other improvements in said subdivision in accordance with plans and specifications approved by the County; and

WHEREAS, as a condition of the extension of time to construct the above stated improvements, the County required that the Developer enter into an agreement to construct and install the above stated improvements in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$117,373.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final the first plass of the pavement markings on the State of the streets?

any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, all monumentation, installation of landscaping, and all other improvements in **Fletcher Oaks Subdivision Phase II** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$117,373.00 with surety thereon approved by the County.

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

(Witnesses)	_(signature)
Micou Itleath.	(typed or printed name)
IN SI HA	_(signature)
Frankly Modtle Darging	<pre>// (typed or printed name)</pre>

20.1

DEVELOPER:	
AZALEA DAND GROUP, LLC.	
By:	_(seal)
()	
As its: Manager	_

Date: 12/22/21

STATE OF <u>Florida</u> COUNTY OF <u>les</u>

The foregoing instrument was acknowledged before me le notarization, this $2^{2^{2}}$ day of <u>becerve</u>	by means of <i>X</i>	physical presence or online, $20 \frac{1}{2}$ , by
	, as	(Title of
Officer or Agent), of Azalea Land Group, LLC, who	) is personally know	own to me; () produced a current
driver's license as identification; or ( ) produced $\{\mathcal{N}}$	10	as identification.
	71 2	23011
to an a state of the state of t	Notary Public	
[Notarial Seal] (Notarial Seal) (Notarial Seal) (Notar	Printed Name: Commission No.: Expiration:	Frankles 145hol DERTONT 14 16 164545 10/22/25

#### LEON COUNTY, FLORIDA

By:\_\_\_\_\_ Vincent S. Long, County Administrator

Date:\_\_\_\_\_

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

ATTEST:

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

By:	By:
-----	-----



#### GREAT AMERICAN INSURANCE COMPANY

An Ohio Corporation with Administrative Office at 301 E. 4th Street, Cincinnati, Ohio 45202

Certificate Continuing In Force Bond No. 3249755

Name of Principal: Azalea Land Group, LLC

Name of Obligee: Board of County Commissioners of Leon County, FL

Amount of Bond: \$ 117,373.00

The Great American Insurance Company in consideration of the premium, does hereby continue in force the above described bond from the day of January , 2023, standard time at the obligee's address, but this 3rd

certificate shall not be binding upon the said Company until countersigned by a duly authorized representative of the said Company.

This certificate is issued upon the condition that the liability of the Great American Insurance Company shall under no circumstances be cumulative in amounts from year to year, regardless of the number of years said bond be continued in force and the number of premiums that may be paid or payable.

Dated December 21, 2021

#### GREAT AMERICAN INSURANCE COMPANY

By: Van A. Madsen

Attorney-in-Fact



No. 0 20577

#### **GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

**POWER OF ATTORNEY** 

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

VAN A. MADSEN RICHARD K. PRESSLE	Address ALL OF	Limit of Power ALL
WILLIAM A. MESSER	TALLAHASSEE, FLORIDA	\$100,000,000
ROBERT K. BACON		
ROBERT J. NYLEN		
PHILLIP E. BACON		
JOHN R. NYLEN, JR.		
	rers issued on behalf of the attorney(s)-in-fact named above. AN INSURANCE COMPANY has caused these presents to be si	aned and attested by its appropriate
officers and its corporate seal hereunto affixed this	25th day of JANUA	
Attest	GREAT AMERICAN INSURANC	,
My C.B	Devia	C. Kitching
Assistant Secretary	Divisional Se	mior Vice President
STATE OF OHIO, COUNTY OF HAMILTON - ss:		CHIN (877-377-2405)

On this day of before me personally appeared known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



#### Susan A. Kohors Notary Public, State of Ohio My Commission Expires 05-18-2020

Susar a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

#### CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

21st Signed and sealed this

day of December





Posted January 14,. 2022



DATE:	December 27, 2021
то:	Brent Pell, P.E., Director of Public Works
FROM:	Charles Wu, P.E., Director of Engineering Services
SUBJECT:	Fletcher Oaks Subdivision Phase II Second Performance Agreement and Surety Device

I have reviewed the stage of completion of the infrastructure in the Fletcher Oaks Subdivision Phase II. It is my recommendation that the existing Performance Agreement and Surety Device be released and the infrastructure yet to be completed be guaranteed by the new Performance Agreement and new or amended Surety Device in the amount of \$117,373.00.

cc: Emily Pepin, Assistant County Attorney

# Leon County Board of County Commissioners

Notes for Agenda Item #8

# Leon County Board of County Commissioners

## Agenda Item #8

January 25, 2022

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision

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

#### **Statement of Issue:**

This item seeks Board acceptance of a Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision, in accordance with Leon County land development regulations.

#### **Fiscal Impact:**

This item has no fiscal impact.

#### Staff Recommendation:

Option #1: Accept the Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision and authorize the County Administrator to execute the Agreement and any future extensions thereto (Attachment #1). Title: Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision
January 25, 2022
Page 2

#### **Report and Discussion**

#### **Background:**

In accordance with Leon County land development regulations for the recording of plats in the Public Records prior to infrastructure being completed, this item seeks Board acceptance of a Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision. Rivers Landing Phase IIB Subdivision is located in Section 36; Township 2 North; Range 2 West on the south side of Tower Road at the end of Silent Creek Lane. The development consists of 8.12 acres containing 48 residential lots.

The Rivers Landing Subdivision was conditionally approved by the Development Review Committee as a Type "C" site and development plan on October 5, 2005, which was later amended through a minor modification to approve the separation of the development into two phases on June 8, 2007. On November 17, 2020, the Board approved the plat of Rivers Landing Phase IIB Subdivision for recording in the public records prior to infrastructure being completed and accepted a Performance Agreement and Surety Device to guarantee completion of the infrastructure. This Performance Agreement terminated on November 18, 2021. The developer is requesting a one-year extension of the Performance Agreement to complete the required infrastructure.

#### Analysis:

The developer is requesting the County accept the one-year extension of the Performance Agreement and Surety Device in the amount of \$190,559. The requested extensions will allow the developer to complete additional buildings prior to installing the final lift of asphalt and repairing any damaged sidewalks or curbing. Public Works' Division of Engineering has inspected the site and reviewed the construction estimates for completion of the remaining infrastructure and concurs with the estimated amount (Attachment #2). Upon approval of this item, the County Administrator will be authorized to execute the Performance Agreement, as well as any further extensions in compliance with Section 10-7.612, of the Leon County Code of Laws.

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

Title: Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision January 25, 2022

Page 3

#### **Options:**

- 1. Accept the Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision and authorize the County Administrator to execute the Agreement and any future extensions thereto (Attachment #1).
- 2. Do not accept the Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision and do not authorize the County Administrator to execute the Agreement and any future extensions thereto.
- 3. Board direction.

#### **Recommendation:**

Option #1

#### Attachments:

- 1. Second Performance Agreement and Surety Device for Rivers Landing Phase IIB Subdivision
- 2. County Engineer Memorandum of Recommendation

#### SECOND PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this <u>28</u><sup>th</sup> day of <u>December</u>, 2021, between **DEVORO HOMES**, **LLC**, a Florida corporation, whose mailing address is **P.O. Box 15887, Tallahassee, Leon, FL 32317** hereinafter collectively called the "DEVELOPER," and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the "COUNTY."

WHEREAS, on November 17, 2020, the Developer presented to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Rivers Landing Phase IIB Subdivision** which map or plat, recorded at the Leon County Official Plat Book 24, Page 13, is hereby referred to and made a part hereof by reference; and,

WHEREAS, the Developer entered into an initial Performance Agreement with the County and said initial Performance Agreement expired before the required work was completed; and

WHEREAS, the Developer has requested an extension to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, installation of the mail kiosk, any work/repair to the stormwater conveyance system, any work/repair of the Stormwater Management Facilities, all monumentation, installation of landscaping, and all other improvements in said subdivision in accordance with plans and specifications approved by the County; and,

WHEREAS, as a condition of the extension of time to construct the above stated improvements, the County required that the Developer enter into a second agreement to construct and install the above stated improvements in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$190,559.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, installation of the mail kiosk, any work/repair to the stormwater conveyance system, any work/repair of the Stormwater Management Facilities, all monumentation, and all other improvements in **Rivers Landing Phase IIB Subdivision** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$190,559.00 with surety thereon approved by the County.

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

(Witnesses)
Ur et T. Bryan (typed or printed name)
(signature)
DEX. FREGITH (typed or printed name)

DEVELOPER:	
DEVOROHOME,	LEC.
By:	(seal)
	Contraction of the second seco
As its: Manager	

Date: 12/28/2011

COUNTY OF LEON STATE OF FLORIDA

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_\_ hysical presence or \_\_\_\_\_\_ online notarization, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by \_\_\_\_\_\_ F. Bever \_\_\_\_\_\_, as \_\_\_\_\_, as \_\_\_\_\_, as \_\_\_\_\_, (Title of Officer or Agent), of Devoro Homes, LLC., who () is personally known to me; () have produced a current driver's license as identification; or () produced as identification.



#### **IRREVOCABLE LETTER OF CREDIT**

Capital City Bank Post Office Box 900 Tallahassee, FL 32302-0900 (Name and Address of Issuing Bank)

To: Leon County Board of County Commissioners Leon County Courthouse Tallahassee, FL 32301 (Beneficiary) Letter of Credit No. 70000193006 Date of Issuance: November 17, 2021 Expiration Date: November 17, 2022

Devoro Homes, LLC 2810 Remington Green Circle Tallahassee, FL 32308 (Name and Address Applicant/Customer)

Performance Agreement for Rivers Landing Phase II-B Leon County, FL (Work Project Covered)

You, as Beneficiary, are hereby authorized to draw on us, the Issuing Bank, for the account of "the client", the aggregate amount of One Hundred and Ninety Thousand, Five Hundred and Fifty-Nine dollars and no/100 (\$190,559.00) available by draft(s) at sight and accompanied by the following documents:

• A written and notarized certification of statement of non-performance of the Performance Agreement completion between Devoro Homes, LLC and Leon County, regarding the grading, paving and drainage facilities for Rivers Landing Phase II-B

Drafts must specify the amount to be drawn, which may be any amount up to and including the aggregate amount specified above. All drafts drawn under this irrevocable Letter of Credit shall bear the clause: "Drawn under irrevocable Letter of Credit No. 70000193006, dated November 17, 2021".

We, the Issuing Bank, further agree that this Irrevocable Letter of Credit shall be valid for one year, and automatically renewed by us for a one year period from the expiration date hereof unless at least 60 days before the current or renewal expiration date, whichever is applicable, we notify you, the Beneficiary, that we elect not to renew this credit for an additional one year period. This notice shall only be effective if delivered to you, the Beneficiary, by express mail or overnight delivery at the above stated address. Upon receipt of this notice, you, the Beneficiary, shall have until the expiration date to inspect the Work Project and, if the Work Project is complete draw on this Letter of Credit up to the amount unfinished.

We, the Issuing Bank, hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same shall be duly honored on presentation and delivery of documents if negotiated on or before the expiration date of this letter or any renewal thereof as provided above.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Commercial Code in force in Florida on the date of this Letter of Credit.

**CAPITAL CITY BANK** 

**Aresident** 

#### ACCEPTANCE OF LETTER AND AGREEMENT BY CUSTOMER

<u>Acceptance and Promise to Pay: Underlying Agreement.</u> The undersigned Customer, hereby accepts the terms of Letter of Credit No. <u>70000193006</u>, dated November 17, 2021 issued to **Board of County Commissioners of Leon County, Florida**, a copy of which is attached hereto as Exhibit "A", and promises to pay Bank on demand any sums advanced hereunder with all charges (interest, costs, customary charges and commissions thereon, including all reasonable attorneys' fees and costs of collection) related thereto and in addition agrees to pay same in accordance with the promissory note or other agreement (if any) executed by Customer in consideration of the issuance of this Letter.

Indemnity As long as Bank acts in good faith, Customer shall be liable to and indemnify and hold Bank harmless from all claims, suits, losses, attorneys' fees and costs which Bank incurs in defending or becoming involved in any situations where customer or Beneficiary seeks a court order attempting to enjoin Bank from honoring this otherwise valid Letter, or take other legal action relating to this Letter.

<u>No Waiver</u> Bank shall not be deemed to have waived any of its rights under this Agreement by any act, delay, omission or otherwise and no waiver shall be valid unless in writing and signed by Bank. Bank's waiver or any right or remedy on one occasion shall not be construed as a bar to any right or remedy Bank would otherwise have on a future occasion.

<u>Successors & Assigns</u> This Agreement shall also bind the undersigned's heirs, executors, administrators, successors and permitted assigns and shall inure to the benefit of, and be enforceable by Bank and Bank's successors and assigns.

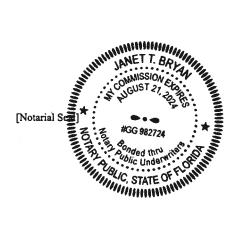
<u>Joint Liability</u> If this Agreement is signed by two or more persons or entities, it shall be the joint and several obligation and agreement of each.

<u>Modifications</u> No provision of this Agreement can be changed orally and no executory agreement shall be effective to change, modify or discharge this Agreement unless such is in writing and signed by Bank.

Devoro Homes, LLC Date: 12/30 Bv: Max Bevery, Manager of Devoro Homes, LLC Date: President of RMDC, Inc. **Richard Yates**, Jr

**Capital City Bank** 

ATTEST: Bv: Its:



Den	DBng	
Notary Public	)0	2
Printed Name: Commission No.: Expiration:	Anot T. Blyan GG 982729 8/21/24	

## LEON COUNTY, FLORIDA

By:\_\_\_\_\_ Vincent S. Long, County Administrator

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:\_\_\_\_\_



DATE:	December 28, 2021
то:	Brent Pell, P.E., Director of Public Works
FROM:	Charles Wu, P.E., Director of Engineering Services
SUBJECT:	Rivers Landing Phase IIB Subdivision Second Performance Agreement and Surety Device

I have reviewed the stage of completion of the infrastructure in the Rivers Landing Phase IIB Subdivision. It is my recommendation that the existing Performance Agreement and Surety Device be released and the infrastructure yet to be completed be guaranteed by the new Performance Agreement and new or amended Surety Device in the amount of \$190,559.00.

cc: Emily Pepin, Assistant County Attorney

# Leon County Board of County Commissioners

Notes for Agenda Item #9

# Leon County Board of County Commissioners

## Agenda Item #9

**January 25, 2022** 

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Second Performance Agreement and Surety Device for Tower Gates -Phase 1 Subdivision

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

#### **Statement of Issue:**

This item seeks Board acceptance of a Second Performance Agreement and Surety Device for Tower Gates– Phase 1 Subdivision, in accordance with Leon County land development regulations.

#### **Fiscal Impact:**

This item has no fiscal impact.

#### **Staff Recommendation:**

Option #1: Accept the Second Performance Agreement and Surety Device for Tower Gates – Phase 1 Subdivision and authorize the County Administrator to execute the Agreement and any future extensions thereto (Attachment #1).

#### **Report and Discussion**

#### **Background:**

In accordance with Leon County land development regulations for the recording of plats in the Public Records prior to infrastructure being completed, this item seeks Board acceptance of a Second Performance Agreement and Surety Device for Tower Gates – Phase 1 Subdivision. Tower Gates – Phase 1 Subdivision is located in Section 31; Township 2 North; Range 1 West, on the south side of Tower Road approximately 0.08 miles west of the CSX Railroad Tracks. The development consists of 29.34 acres containing 97 resident lots.

Tower Gates Subdivision was originally approved by the Development Review Committee as a Type "C" site and development plan in February 2005, with a minor modification to phase the site plan and change the name of the subdivision approved November 8, 2019. On February 9, 2021, the Board approved the plat of Tower Gates – Phase 1 Subdivision for recording in the public records prior to infrastructure being completed and accepted a Performance Agreement and Surety Device in the amount of \$391,078 to guarantee completion of the infrastructure. This Performance Agreements will terminate on February 9, 2022. The developer is requesting a one-year extension of the Performance Agreements with a reduction of the cost for the remaining required infrastructure.

#### Analysis:

At the time of platting, there was a significant amount of infrastructure that needed to be completed for Phase 1, with construction of Phase 2 scheduled to begin January 2022. The developer phased the site plan to allow platting of each individual phase; however, they did not phase the Environmental Permit. Therefore, the permit for Phase 1 cannot be closed until Phase 2 is completed, at which time Leon County would accept the subdivision and convert the Performance Agreement to a Maintenance Agreement, covering materials and workmanship for two years. The developer is requesting the County accept the one-year extension of the Performance Agreement and Surety Device in the reduced amount of \$65,250. The requested extensions will allow the developer to complete the construction of Phase 2. Public Works' Division of Engineering has inspected the site and reviewed the construction estimates for completion of the remaining infrastructure and concurs with the estimated amount (Attachment #2). Upon acceptance of this item, the County Administrator will be authorized to execute the Performance Agreements, as well as any further extensions in compliance with Section 10-7.612, of the Leon County Code of Laws.

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

Title: Second Performance Agreement and Surety Device for Tower Gates- Phase 1 Subdivision January 25, 2022

Page 3

#### **Options:**

- 1. Accept the Second Performance Agreement and Surety Device for Tower Gates Phase 1 Subdivision and authorize the County Administrator to execute the Agreement and any future extensions thereto (Attachment #1).
- Do not accept the Second Performance Agreement and Surety Device for Tower Gates Phase
   Subdivision and do not authorize the County Administrator to execute the Agreement and any future extensions thereto.
- 3. Board direction.

#### **Recommendation:**

Option #1

#### Attachments:

- 1. Second Performance Agreement and Surety Device for Tower Gates- Phase 1 Subdivision
- 2. County Engineer Memorandum of Recommendation

#### PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, between TOWER GATES, LLC, a Florida corporation, whose mailing address is 118 N. Monroe Street, Tallahassee, Leon, FL 32301 hereinafter collectively called the "DEVELOPER," and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter called the "COUNTY.

WHEREAS, on February 16, 2021, the Developer presented to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Tower Gates Subdivision Phase 1** which map or plat, recorded at the Leon County Official Plat Book 24, Page 26, is hereby referred to and made a part hereof by reference; and

WHEREAS, the Developer entered into an initial Performance Agreement with the County for the construction of outstanding infrastructure with Letter of Credit as the Surety Device in the of \$391,078.00; and

WHEREAS, the Developer has made significant progress in the construction of the infrastructure and has requested that the County release the existing Performance Agreement and Surety Device in exchange for a new Performance Agreement and Surety Device in the amount of \$65,250.00, to cover the remaining construction and maintenance of the infrastructure of any work/repair to the initial base and asphalt, final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, any work/repair of the Stormwater Management Facilities, all monumentation, any work/replacement of landscaping, and all other improvements in said subdivision in accordance with the plans and specifications approved by the County within a period of one (1) year from the date hereof and to post surety in the amount of \$65,250.00 conditioned for the faithful performance of said agreement; and,

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install any work/repair to the initial base asphalt, final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, any work/repair of the Stormwater Management Facilities, all monumentation, any work/replacement of landscaping, and all other improvements in **Tower Gates Subdivision Phase 1** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$65,250.00 with surety thereon approved by the County.

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

	DEVELOPER:	
(Witnesses)	TOWER GATES, LLC.	
	TOWER GATES, LLC.	
(signature)	ally:	(seal)
Callis Avant (typed or printed name)	As its: Manager	
(signature)	Date: 12/28/2021	
RACHAR RYDDICK (typed or printed name)		
STATE OF Florida		
COUNTY OF LCON		
The foregoing instrument was acknowledged before notarization, this 28 <sup>th</sup> day of <u>Decem</u> <u>Hadi Boulss</u> Officer or Agent), of Tower Gates, <u>LLC</u> , who (X is	me by means of X physical presence c	or online by
Hadi Boulos	as Manager	(Title of
Unicer or Agent), of Tower Gates, LLC, who (X is	personally known to me; () produced a cu	urrent driver's
license as identification; or ( ) produced	as identification.	
Connection Agent), of Tower Gates, <u>LLC</u> , who (x) is placed in the second secon	La la	in A
LEARNICE AVANA	Notary Public	awi
COMMISSION CT	Notary Fublic	A 1
Notarial Sealy	Printed Name: Leanne	trant
	Commission No.: GG 972 833	3
EQ. 2 #5G 972833	Expiration: 3/24/24	1
The subject lader with the second sec		
MILIBLIC STATE OF EMILIN		
MARLC, STATE OF ENTITY		

#### LEON COUNTY, FLORIDA

By:\_\_\_\_\_ Vincent S. Long, County Administrator

Date:

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

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

By:\_\_\_\_\_

By:\_\_\_\_\_

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2721 Capital Circle NE Tallahassee, FL 32308 Telephone: (850) 385-3221 Fax: (850) 385-3705

#### Bank: PeoplesSouth Bank

Date: December 23, 2021

TO: Board of County Commissioners Leon County Leon County Courthouse Tallahassee, FL. 32301

#### **IRREVOCABLE LETTER OF CREDIT NO: 42103**

RE: Performance Agreement Dated February 9, 2022

Dear Sirs:

We hereby establish our Irrevocable Letter of Credit in your favor for the amount of \$65,250.00 and authorize you to draw on us up to an aggregate amount of \$65,250.00 available by your draft at sight accompanied by your written certification of statement of non-performance of the Performance Agreement between Tower Gates, LLC and Leon County regarding the grading, paving and drainage facilities for Tower Gates, LLC.

PeoplesSouth Bank and any negotiation bank or bankers are authorized to accept any documents presented in conjunction with this Letter of Credit as binding and correct without investigation or responsibility for the accuracy, veracity, conclusory correctness or validity for the same or any part thereof.

This Letter of Credit shall remain in force and effect until, February 9, 2023.

Your draft must be drawn on a 30-day and negotiated on or before the above state expiration date and must state on its face "drawn under Letter of Credit No: 42103 dated, February 9, of 2022.

We hereby agree that any draft drawn under and in compliance with the terms of this credit will be duly honored by us as specified upon presentation at the office of PeoplesSouth Bank, Tallahassee, Florida.

Except so for as otherwise expressly stated, this credit is subject to the Uniform Commercial Code in force in Florida on the date of this Letter of Credit.

Very truly yours,

Shawn Register Vice President



DATE:	December 28, 2021
то:	Brent Pell, P.E., Director of Public Works
FROM:	Charles Wu, P.E., Director of Engineering Services
SUBJECT:	Tower Gates Subdivision Phase 1 Second Performance Agreement and Surety Device

I have reviewed the stage of completion of the infrastructure in the Tower Gates Subdivision Phase 1. It is my recommendation that the existing Performance Agreement and Surety Device be released and the infrastructure yet to be completed be guaranteed by the new Performance Agreement and new or amended Surety Device in the amount of \$65,250.00.

Cc: Emily Pepin., Assistant County Attorney

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# Leon County Board of County Commissioners

Notes for Agenda Item #10

# Leon County Board of County Commissioners Agenda Item #10

**January 25, 2022** 

To:	Honorable Chairman and Members of the Board	
From:	Vincent S. Long, County Administrator	
Title:	Approval of the Plat for Bornino Commercial Subdivision	on

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

#### **Statement of Issue:**

In accordance with Leon County Code of Laws, this item seeks Board approval of the plat for Bornino Commercial Subdivision for recording in the Public Record. Once approved, the original approved plat will be forwarded to the Clerk of Court for recording in the Public Record.

#### **Fiscal Impact:**

This item has no fiscal impact.

#### **Staff Recommendation:**

Option #1: Approve the plat for Bornino Commercial Subdivision for recording in the Public Record (Attachment #1).

#### **Report and Discussion**

#### **Background:**

In accordance with Leon County Code of Laws, this item seeks Board approval of the plat for Bornino Commercial Subdivision for recording in the Public Record. The Subdivision is a replat of Lot 1 of Fallschase Village Center, a private commercial subdivision as recorded in Plat Book 21, Page 57 of the Public Record. The Subdivision being platted consists of 2.05 acres containing two commercial lots. Bornino Commercial Subdivision is located in Section 22 & 27; Township 1 North; Range 1 East, on the south side of Mahan Drive approximately 0.1 miles west of the Mahan Drive and Buck Lake Road intersection (Attachment #2).

The Bornino Commercial Subdivision was approved by the Department of Development Support and Environmental Management as a Type "B" site and development plan on November 5, 2021 (Attachment #3).

In accordance with Chapter 10, Article VII, Division 6 of the Leon County Code of Laws, plats submitted to the Board of County Commissioners for approval must meet all requirements of Chapter 10 and be certified by the County Engineer. Once approved, the original approved plat will be forwarded to the Clerk of Court for recording in the Public Record.

#### Analysis:

The applicant, 1445 New Haven, LLC, is requesting the Board to approve the plat contingent upon staff's final review and approval, due to date-sensitive contractual obligations. The plat has been circulated and is still under review by the appropriate departments and agencies. The plat presented herein is a conditional final plat in that it is substantially complete, and staff does not anticipate any changes other than possible minor corrections to text.

Since Bornino Commercial Subdivision is a private subdivision and does not contain any public infrastructure to be maintained by the County, no performance or maintenance agreements/surety devices are required.

Staff recommends the Board approve the plat for recording conditioned upon completion of the final review and approval from reviewing departments and agencies. Should there be a need for any substantive changes to the plat, staff will resubmit it to the Board at a future regularly scheduled Board meeting for ratification.

#### **Options:**

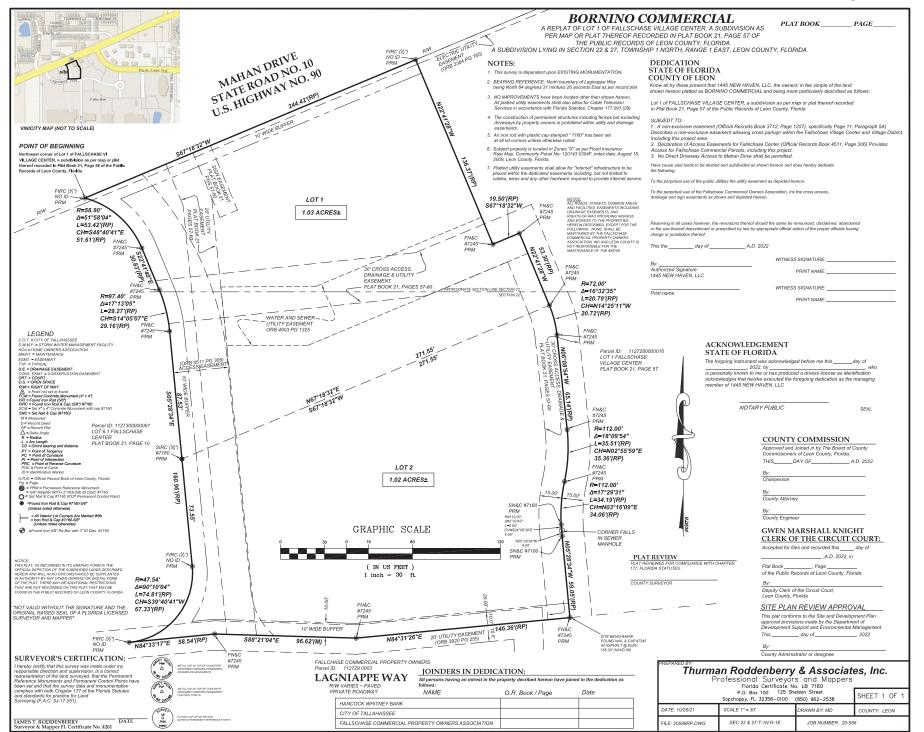
- 1. Approve the plat for Bornino Commercial Subdivision for recording in the Public Record (Attachment #1).
- 2. Do not approve the plat for Bornino Commercial Subdivision for recording in the Public Record.
- 3. Board direction.

#### **Recommendation:**

Option #1

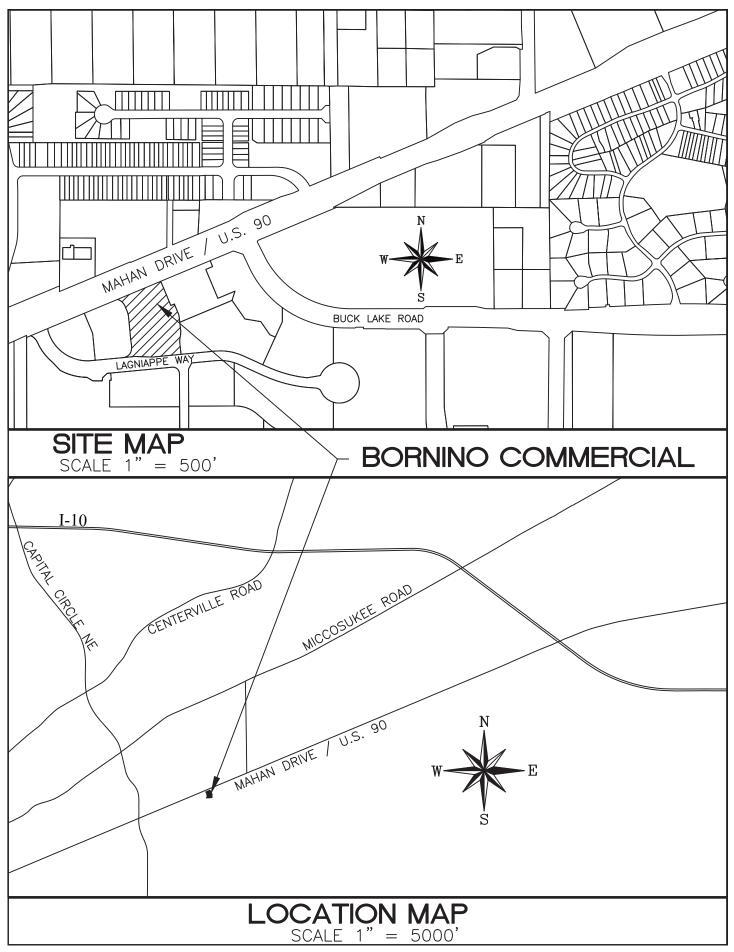
#### Attachments:

- 1. Plat of Bornino Commercial Subdivision
- 2. Location Map for the Bornino Commercial Subdivision
- 3. Development Review Approval Letter



Posted January 14, 2022





Page 219 of 1037

Attachment # 3 Page 1 of 1

ENVIRONMENTAL MANAGEMENT **Development Services Division** 

Renaissance Center, 2<sup>nd</sup> Floor

Tallahassee. Florida 32301-1019

435 North Macomb Street

**DEPARTMENT OF DEVELOPMENT SUPPORT &** 



Commissioners

RICK MINOR **District 3** Chairman

BILL PROCTOR District 1 Vice Chairman

JIMBO JACKSON District 2

**BRIAN WELCH** District 4

**KRISTIN DOZIER** District 5

At-Large

NICK MADDOX At-Large

VINCENT S. LONG **County Administrator** 

CHASITY H. O'STEEN **County Attorney** 

## Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301 (850) 606-5300 www.leoncountvfl.gov

November 5, 2021

Southeastern Consulting Services, LLC Eddie Bass P.E. (Agent) **253** Pinewood Drive Tallahassee, FL 32303

RE: Fallschase Commercial Subdivision – LSP21029 Modified Type "B" Site and Development Plan, FDPA Track Tax Parcel Identification Number: 11-27-28-000-001-0

Dear Mr. Bass:

CAROLYN D. CUMMINGS This letter is to notify you that the Fallschase Commercial Subdivision, Modified Type "B" Site and Development Plan, has received final signature approval by the Development Review Committee (DRC) in accordance with the applicable provisions of the Leon County Land Development Code (LDC). On Wednesday, September 1, 2021, the Development Review Committee approved the referenced site and development plan subject to the conditions. This review was conducted at a public hearing and is intended to meet the procedural requirements of Section 10-7.405 of the LDC. A digital copy of the approved site and development plan with approval signatures has been uploaded to the Project Dox file, LSP21029.

> This site and development plan approval shall remain in effect until full development buildout (and until transfer of ownership of all created lots, if applicable). However, this approval shall expire if substantial and observable development has not begun within three years of the date of approval or substantial and observable development ceases for a period of three years before the project is complete and a Certificate of Completion have been issued. Extensions may be considered prior to expiration of the development order, provided they are filed in accordance with Section 10-7.410 of the LDC. Requests for extension will be considered upon demonstration of good faith effort by the applicant and hardship that is not self-created.

> If you have any questions, please do not hesitate to contact Ana Richmond of our office at (850) 606-1321 or send email to "richmonda@leoncountyfl.gov".

Sincerely,

Ana Richmond, **Principal Planner** 

cc:

Project Dox - LSP21018 - Upload and Notification to all project attendees

### Leon County Board of County Commissioners

Notes for Agenda Item #11

### Leon County Board of County Commissioners Agenda Item #11

**January 25, 2022** 

**To:** Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator



Title: Interlocal Agreement for Hurricane Debris Removal and Disposal Services

<b>Review and Approval:</b>	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, Public Works Director	
Lead Staff/ Project Team:	Timothy Barden, Administrative Services Manager	

#### **Statement of Issue:**

This item seeks Board approval of the Hurricane Debris Removal and Disposal Services Interlocal Agreement with the City of Tallahassee to ensure both organizations maximize federal reimbursements associated with debris removal efforts.

#### **Fiscal Impact:**

This item has no fiscal impact.

#### **Staff Recommendation:**

Option #1: Approve the Interlocal Agreement with the City of Tallahassee for hurricane debris removal and disposal services (Attachment #1) and authorize the County Administrator to execute.

#### **Report and Discussion**

#### **Background:**

This item seeks Board approval of the Hurricane Debris Removal and Disposal Services Interlocal Agreement with the City of Tallahassee (Attachment #1). In the event of severe weather, the County and City utilize contractors for debris removal and monitoring services that specialize in ensuring eligibility for FEMA reimbursements. The proposed Interlocal Agreement establishes a process for the County and City to review and determine responsibility for debris loads that a contractor may have inadvertently collected in the wrong jurisdiction in order to reconcile debris removal invoices and maintain eligibility for FEMA reimbursement.

Leon County maintains a Debris Management Plan that prescribes actions to be taken toward restoring public services and ensuring public health and safety following a disaster. The plan provides for the prioritization of roads to be cleared to allow access to critical facilities immediately following a disaster, the activation of debris removal and monitoring contractors, the establishment of debris management sites, the removal of debris along private roads, and public information efforts. The plan was last updated in 2016 in accordance with the findings and recommendations contained in the Hurricane Hermine After-Action Report and was last implemented during Hurricane Michael in 2018.

In 2017, the County and City approved pre-event debris removal contracts with three debris removal and two debris monitoring firms. The County and City utilize the same vendors for these services, however under separate agreements. The agreements require debris contractors to assist the City and County with maintaining eligibility for FEMA reimbursement for eligible costs and submitting proper documentation to FEMA for such reimbursement purposes. The City and County can only be reimbursed for eligible debris collected within their respective jurisdictional boundary.

Most recently during Hurricane Michael's post storm debris removal, the County and City experienced difficulties related to debris loads being picked up outside, but in close proximity to, jurisdictional boundaries of the County and City resulting in the incorrect party being billed for the debris loads. For example, Maclay Road from North Meridian to Bobbin Brooke East is located within the County jurisdiction, with the remaining portion to Thomasville Road in the City limits. The debris collected by the County contractor in the City limits on Maclay Road was deemed ineligible for FEMA reimbursement by the debris monitoring contractor. Without an Interlocal Agreement in place, staff had no formal process to verify and reconcile the invoices.

Since Hurricane Michael, staff and the debris contractors have worked with GIS to update the jurisdictional boundary map layers to solve some of these issues, however, due to the unique circumstances of some City/County roads staff recommends entering into the proposed Interlocal Agreement with the City of Tallahassee.

#### Analysis:

The proposed Interlocal Agreement clarifies a process between the County and City for mutual review and determination of responsibility, if any, for debris loads that may have been picked up

outside the jurisdictional limits of the County and City, and to facilitate the reimbursement from one party to another for the payment of a debris load ticket.

The proposed Interlocal Agreement outlines the roles and responsibilities of each party to review unpaid debris load tickets and make a determination if the tickets were incorrectly labeled or the debris loads were picked up outside the County or City limits, but close enough to the jurisdictional boundary that the parties could pay the unpaid tickets and remain eligible for FEMA reimbursement. The County and City will not discuss any tickets deemed ineligible for FEMA reimbursement due to the contractor's error in picking up loads in areas not authorized by the County or City.

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 authorization for the County Administrator to execute.

The City Commission will be considering this proposed Interlocal Agreement at their January 26, 2022 meeting.

#### **Options:**

- 1. Approve the Interlocal Agreement with the City of Tallahassee for hurricane debris removal and disposal services (Attachment #1) and authorize the County Administrator to execute.
- 2. Do not approve the Interlocal Agreement with the City of Tallahassee for hurricane debris removal and disposal services.
- 3. Board direction.

#### **Recommendation:**

Option #1

#### Attachment:

1. Proposed Interlocal Agreement for Debris Removal and Disposal Services

#### INTERLOCAL AGREEMENT FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, 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") (together referred to as the "Parties" or, singularly as a "Party").

#### WITNESSETH

WHEREAS, it is in the public interest to provide effective management of storm debris and the expedient removal and disposal of storm debris promotes the health and safety of all citizens; and

WHEREAS, in 2017, the City and the County undertook competitive solicitation processes seeking debris removal services and debris monitoring services; and

WHEREAS, the competitive solicitation processes were jointly conducted and resulted in the City and the County entering into separate contracts (the "Debris Contracts") for such services with the same firms (the "Debris Contractors"); and

WHEREAS, costs for these services are incurred only if a storm event occurs and the Debris Contractors receive a Notice to Proceed; and

WHEREAS, if a storm event is declared a natural disaster by the President of the United States, certain costs are eligible for Federal Emergency Management Agency ("FEMA") reimbursement; and

WHEREAS, it is estimated that up to 75% of costs could be eligible for reimbursement after a federal disaster declaration; and

WHEREAS, to quality for FEMA reimbursement, debris must be managed, tracked, and billed in accordance with FEMA rules and regulations; and

WHEREAS, during the solicitation processes, the Debris Contractors were required to illustrate compliance with FEMA requirements for billing and reimbursement and provide examples from previous work; and

WHEREAS, the Debris Contractors are integral to the FEMA reimbursement process and, pursuant to the Debris Contracts, are required to assist the City and the County with maintaining eligibility for FEMA reimbursement for eligible costs and submitting proper documentation to FEMA for such reimbursement purposes; and

WHEREAS, the City and the County have experienced difficulties after recent storm events related to debris loads being picked up outside, but in proximity to, the Parties' jurisdictional boundaries and the incorrect Party being billed for such debris loads; and WHEREAS, the City and County desire to enter into this Agreement to clarify a process between the Parties for mutual review and determination of responsibility, if any, for debris loads that may have been picked up outside a Party's jurisdictional limits and to facilitate a process for reimbursement from one Party to another for payment of ticket for these debris loads, if necessary; and

WHEREAS, the execution of this Agreement between the City and the County in no way alleviates the Debris Contractors of their responsibilities under the Debris Contracts, including, but not limited to, remaining in the Parties' designated jurisdictional boundaries for debris pick up, ensuring debris loads are properly identified with the correct responsible Party, and billing the proper Party for such debris load so that FEMA rules and regulations relating to reimbursable costs are met.

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 and shall remain in effect until such time as it is cancelled by either Party. Either Party may cancel this Agreement upon thirty (30) days written notice to the other Party.

#### Section 2. <u>Responsibilities of the Parties</u>.

1. Upon notification by the Debris Contractors of unpaid tickets for debris loads in close proximity to the Parties' jurisdictional boundaries, the City and the County agree to meet to review such tickets and make a determination if the tickets were incorrectly labeled or the debris loads were picked up outside the City or County limits, but close enough to the jurisdictional boundary that the Parties could pay the unpaid tickets and remain eligible for FEMA reimbursement. Any such meeting shall take place within thirty (30) days of discovery of such unpaid tickets.

2. The City and County will not discuss payment for unpaid tickets for debris loads that are deemed ineligible for FEMA reimbursement due to the Debris Contractors' error or those debris loads picked up by the Debris Contractors in areas not authorized for pick-up by either the City or the County.

3. If the City and the County agree that any of the unpaid tickets are attributed to an improper Party, the Parties will direct the debris monitoring services company to change the identifying information on the unpaid ticket so that payment can be made by the appropriate Party and remain eligible for FEMA reimbursement. If such ticket has already been paid in error by the City or the County due to improper labeling of the debris ticket, the Parties agree to facilitate payment to one another within thirty (30) days of such meeting.

4. If, at any point in the process, it is determined that the incorrectly labeled debris load ticket cannot be changed without making the ticket ineligible for FEMA reimbursement, the Parties are not obligated to review the ticket for processing.

5. Neither the City nor the County shall be obligated to negotiate with the other on any unpaid debris ticket if it, in good faith, believes that ticket to be in noncompliance with the terms of the Debris Contracts and, therefore, the responsibility of the Debris Contractors.

6. If the Parties cannot come to an agreement on the unpaid debris tickets, either the City or the County will notify the Debris Contractors of such impasse so they may address the issue in concert with the terms of the Debris Contracts or other remedy available at law.

#### Section 3. General Provisions.

1. <u>Governing Law and Venue</u>. 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. <u>Waiver</u>. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. <u>Modification</u>. This Agreement shall not be extended, changed, or modified, except in writing duly executed by the Parties hereto.

4. <u>Binding Effect</u>. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. <u>Assignment</u>. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

7. <u>Headings</u>. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. <u>Ambiguity</u>. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. <u>Public Bodies</u>. 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. <u>Force Majeure</u>. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. <u>Cost(s) and Attorney Fees</u>. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. <u>Severability</u>. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. <u>Subject to Appropriation</u>. 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 not be deemed a default under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for Debris Removal and Disposal Services as of the date written above.

#### [THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

#### [SIGNATURE PAGE FOLLOWS THIS PAGE]

#### LEON COUNTY, FLORIDA

#### CITY OF TALLAHASSEE, FLORIDA

ATTEST:

By: \_\_\_\_\_ Vincent S. Long County Administrator

By: \_\_\_\_\_ Reese Goad City Manager

#### ATTEST:

By:\_\_\_\_

James O. Cooke, IV City Treasurer - Clerk

By:\_\_\_\_

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

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

By: \_\_\_\_\_

APPROVED AS TO FORM: City Attorney's Office

By: \_\_\_\_\_ Cassandra K. Jackson City Attorney

### Leon County Board of County Commissioners

Notes for Agenda Item #12

### Leon County Board of County Commissioners Agenda Item #12

**January 25, 2022** 

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Third Amendment to the Preferred Customer Electric Service Agreement

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director, Resource Stewardship
Lead Staff/ Project Team:	John Leeds, Operations Director, Resource Stewardship

#### **Statement of Issue:**

This item seeks Board approval of the Third Amendment to the Preferred Customer Electric Service Agreement between the City of Tallahassee and Leon County.

#### **Fiscal Impact:**

This item has a fiscal impact. The Preferred Customer Electric Service discount saves the County between 5% and 7% on utility costs annually.

#### **Staff Recommendation:**

Option #1: Approve the Third Amendment to the Preferred Customer Electric Service Agreement between the City of Tallahassee and Leon County, (Attachment #1), and authorize the County Administrator to execute the Amendment and future Amendments.

#### **Report and Discussion**

#### **Background:**

This item seeks Board approval to execute the Third Amendment to the Preferred Customer Electric Service Agreement between the City of Tallahassee and Leon County.

The Preferred Customer Electric Service discount was developed by the City of Tallahassee (COT) in the late 1990's in response to the possibility of utilities deregulation in the State of Florida. The prospect of deregulation provided an incentive for COT Utilities to develop a program that would encourage large electrical users to stay with COT Utilities. The program provides a discounted rate to larger demand electric customers which results in 5% to 7% savings depending on the size of the customer. COT Utilities kept the discount despite the fact that utilities were not required to deregulate.

Leon County has utilized the discount since November 19, 1999 when the original agreement was executed. Since that time, the agreement was amended on March 6, 2009 and again on September 9, 2013. The Third Amendment amends Exhibit B of the agreement and adds additional facilities (utility accounts) which qualify for the Preferred Customer Electric Service discount under the agreement.

These amendments have traditionally been executed by the County Administrator or their delegate. However, the County Attorney's Office has determined that Board authority is needed to authorize the County Administrator or their delegate to execute the current and future amendments related to the Preferred Customer Electric Service Agreement.

#### Analysis:

The proposed amendment (Attachment #1) is substantially similar to the 2013 amendment (Attachment #2). The original agreement and subsequent amendments allow Leon County to receive the Preferred Customer Electric Service discount thereby saving the County between 5% and 7% on utility costs.

I n reviewing the utility accounts, it was determined that some Leon County facilities were not receiving the discount. The omissions were due to account changes and new buildings added since the 2013 Amendment. Most of these additions can be attributed to Leon County Facilities Management taking on the maintenance responsibilities of the Leon County Sheriff's Office Complex in October of 2020. Expected savings varies by account. However, the County's estimated savings for just the Detention Center are \$26,000 a year. The Third Amendment enumerates all accounts eligible for the discount.

This item requests Board authorization for the County Administrator or delegate to execute the Third Amendment and any future amendments related to the Preferred Customer Electric Service Agreement. By delegating authority to the County Administrator, the Board will ensure that savings can be realized quickly when new accounts are added to COT Utilities.

#### **Options:**

- 1. Approve the Third Amendment to the Preferred Customer Electric Service Agreement between the City of Tallahassee and Leon County, (Attachment #1), and authorize the County Administrator to execute the Amendment and future Amendments.
- 2. Do not approve the Third Amendment to the Preferred Customer Electric Service Agreement between the City of Tallahassee and Leon County.
- 3. Board direction.

#### **Recommendation:**

Option #1

#### Attachment:

- 1. Third Amendment to the Preferred Customer Electric Service Agreement
- 2. Second Amendment to the Preferred Customer Electric Service Agreement

#### THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT dated

is between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City") and **LEON COUNTY** ("Customer").

WHEREAS, the City and Customer entered into a certain Preferred Customer Electric Service Agreement dated <u>November 10, 1999</u> ("Agreement"); and, First Amendment to Agreement dated <u>March 6, 2009</u>, and Second Amendment to Agreement dated <u>September 9, 2013</u>, and,

WHEREAS, the City and Customer desire to amend Exhibit "B" to the Agreement which enumerates accounts of the Customer which qualify for discounts under the Agreement;

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

1. The attached Third Amended Exhibit "B" shall replace and supersede Second Amended Exhibit "B" which is currently in force and effect.

2. Except as specifically amended hereby, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the City and Customer have caused this Third Amendment to Agreement to be executed by the duly authorized representatives effective the date and year first written above.

#### CITY OF TALLAHASSEE

Attest:

By: \_\_\_\_\_ James O. Cooke, IV City Treasurer-Clerk By: \_\_\_\_\_ Reese Goad City Manager

#### LEON COUNTY

By: \_\_\_\_\_

Vincent S. Long, County Administrator

Leon County Third Amendment to Agreement Page 2 of 3

#### THIRD AMENDED EXHIBIT "B"

#### QUALIFYING ACCOUNTS FOR LEON COUNTY (Preferred Customer Electric Service Agreement)

CUSTOMER NAME	ACCT NUMBER	SERVICE ADDRESS
Leon County Board of Commissioners	7726085610	560 Leonard Gray Way (Prem ID 0191186307)
Leon County Board of Commissioners	6799575610	535 Appleyard Dr Jail (Prem ID 5701134610)
Leon County Board of Commissioners	8826085610	911 Easterwood Dr Bldg 1 (Prem ID 8082859707)
Leon County Board of Commissioners	1550934107	2829 Municipal Way (Prem ID 1404134610)
Leon County Board of Commissioners	1550934107	2829 Municipal Way (Prem ID 6792624610)
Leon County Board of Commissioners	9255875610	1583 Pedrick Rd (Prem ID 5011773224)
Leon County Board of Commissioners	9255875610	1920 Thomasville Rd (Prem ID 1880524610)
Leon County Board of Commissioners	9255875610	200 W Park Ave (Prem ID 2472034610)
Leon County Board of Commissioners	9255875610	2990 Apalachee Pkwy (Prem ID 9328924610)
Leon County Board of Commissioners	9255875610	2990 Aplahchee Pkwy Unit 1 (Prem ID 9054334610)
Leon County Board of Commissioners	9255875610	315 S Calhoun St Bldg 114 (Prem ID 3456924610)
Leon County Board of Commissioners	9255875610	315 S Calhoun St Bldg 114 (Prem ID 1786224610)
Leon County Board of Commissioners	9255875610	3401 W Tharpe St (Prem ID 8934424610)
Leon County Board of Commissioners	9255875610	3840 N Monroe St Ste 300 (Prem ID 9573034610)
Leon County Board of Commissioners	9255875610	4900 Gum Rd (Prem ID 3574334610)
Leon County Board of Commissioners	9255875610	5513 Thomasville Rd (Prem ID 2948234610)
Leon County Board of Commissioners	9255875610	872 W Orange Ave (Prem ID 1019234610)
Leon County Board of Commissioners	9255875610	918 Railroad Ave (Prem ID 5207224610)
Leon County Board of Commissioners	9255875610	918 Railroad Ave (Prem ID 7207224610)
Leon County Board of Commissioners	6826085610	2825 Municipal Way (Prem ID 1870234610)
Leon County Board of Commissioners	7826085610	301 S Monroe St (Prem ID 4166924610)
Leon County Board of Commissioners	1157385610	1492 J Lewis Hall Sr Ln (Prem ID 4828234610)
Leon County Board of Commissioners	1157385610	1492 J Lewis Hall Sr Ln (Prem ID 4828234610)
Leon County Board of Commissioners	1157385610	1515 Old Bainbridge Rd (Prem ID 3430134610)
Leon County Board of Commissioners	1157385610	1800 Blairstone Rd Ste 1 (Prem ID 0046071660)
Leon County Board of Commissioners	1157385610	1800 Blaristone Rd Bld 5 (Prem ID 1215687669)
Leon County Board of Commissioners	1157385610	2280 Miccosukee Rd (Prem ID 5708624610)
Leon County Board of Commissioners	1157385610	2280 Miccosukee Rd (Prem ID 5827234610)
Leon County Board of Commissioners	1157385610	2817 S Adams St (Prem ID 2670334610)
Leon County Board of Commissioners	1157385610	2965 Municipal Way (Prem ID 9692624610)
Leon County Board of Commissioners	1157385610	501 Appleyard Dr (Prem ID 3592624610)
Leon County Board of Commissioners	1157385610	8000 Old Woodville Rd (Prem ID 7850370026)
Leon County Sheriffs Office	8349019455	1933 Commonwealth Ln (Prem ID 0465034610)

Date \_\_\_\_\_

Page 236 of 1037

Attachment #2 1 of 4

Most Livable City in America

September 10, 2013

Customer: Leon County Board of Commissioners

Contract documents have now been executed by all parties and we are enclosing a copy for your files.

Project:

Second Amendment to Preferred Customer Electric Service Agreement

If you have any questions, please contact Beverly Howie of our office at

HALL with Adams Street issee, FL 32301-1731 1-0000 11 • Talgov.com

JOHN R. MARKS, III Mayor

ANITA E THOMPSON City Manager

ANDREW GILLUM Commissioner JAMES R. ENGLISH

City Attorney

NANCY MILLER Commissioner

Page 287 of 1037 KF IV

MARK MUSTIAN Commissioner

GIL D. ZIFFER Posted January 14, 2022

#### SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is entered into this <u>9th</u> day of <u>September</u>, 2013, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (the "City") and LEON COUNTY ("Customer").

WHEREAS, the City and Customer entered into a certain Preferred Customer Electric Service Agreement dated November 10, 1999 ("Agreement"); and, an Amendment to Agreement dated March 6, 2009 (such documents collectively referred to as "Agreement"); and,

WHEREAS, the City and Customer desire to amend Exhibit "B" to the Agreement which enumerates accounts of the Customer which qualify for discounts under the Agreement;

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

1. The attached Amended Exhibit "B" shall replace and supersede Exhibit "B" which is currently in force and effect.

2. Except as specifically amended hereby, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the City and Customer have caused this Amendment to Agreement to be executed by the duly authorized representatives effective the date and year first written above.

Leon County Second Amendment to Agreement Page 1 of 3

Attach: , Treasurer-Clerk Jam Cooke IV

CITY OF TALLAHASSEE By 10 wil for Anith S ZICHA

Anita Favors Thompson, City Manager City Maranee

LEON COUNTY 8-13-13 By: Tom Brantley, Director Department of Facilities Management

APPROVED AS TO FORM:

City Attorney

APPROVED AS TO FORM:

J. Rigs, for By Herbert W. A. Thiele, Esquire County Attorney

Leon County Second Amendment to Agreement Page 2 of 3

#### SECOND AMENDMENT TO AGREEMENT EXHIBIT "B"

# QUALIFYING ACCOUNTS FOR LEON COUNTY BOARD OF COMMISSIONERS (Preferred Customer Electric Service Agreement)

1

1		
CUSTOMER NAME	ACCT NUMBER	SERVICE ADDRESS
Leon County Facilities Management Division	9901782062	303 E Jefferson St
Leon County Facilities Management Division	9901782062	315 S Calhoun St # 114
Leon County Facilities Mgmt	1157385610	(2804 S Adams St) - ADDRESS CNOULED
Leon County Solid Waste Division	1575360679	4900 Gum Rd
Leon County-Board Of Comm	826085610	615 Paul Russell Rd (912 Railroad Ave) ASSLESS COMMED
Leon County-Board Of Comm	1626085610	(912 Railroad Ave) Hobecs Curveco
Leon County-Board Of Comm	1726085610	501 Appleyard Dr
Leon County-Board Of Comm	1926085610	200 W Park Ave
Leon County-Board Of Comm	2236085610	2280 Miccosukee Rd
Leon County-Board Of Comm-NANE CAPIGE	3726085610	2929 Municipal Way
Leon County-Board Of Comm	4236085610	(7575 Woodville Hwy) -ADJRISS CNOVER)
Leon County-Board Of Comm	5036085610	2825 Municipal Way
Leon County-Board Of Comm	5236085610	5513 Thomasville Rd
Leon County-Board Of Comm	5626085610	3401 W Tharpe St
Leon County-Board Of Comm	6236085610	872 W Orange Ave
Leon County-Board Of Comm	6726085610	2280 Miccosukee Rd
Leon County-Board Of Comm	7626085610	1920 Thomasville Rd
Leon County-Board Of Comm	7826085610	301 S Monroe St
Leon County-Board Of Comm	8626085610	1920 Thomasville Rd
Leon County-Board Of Comm	9926085610	1515 Old Bainbridge Rd
Leon County-Board Of Comm	9987334543	2288 Miccosukee Rd
Leon County-Res & Dev Ctr Aut	9621285610	2035 E Paul Dirac Dr # G
Leon County-Sheriffs Dept	3137285610	529 Appleyard Dr
Leon County-Sheriffs Dept	5137285610	2829 Municipal Way
Leon County-Sheriffs Dept	7137285610	2825 Municipal Way
Leon County-Tax Collector	5878375610	3425 Thomasville Rd
Leon County-Tax Collector	8878375610	2810 Sharer Rd #19
Leon County-Board Of Comm	9987334543	2288 Miccosukee Rd. Address Caralles
Leon County-Board Of Comm	1550934107	(912 Railroad Ave)
Leon County-Board Of Comm	9255875610	3840 N Monroe St # HS V CAC
Leon County-Board Of Comm	9255875610	3840 N Monroe St Ste 200 / cgc
Leon County-Board Of Comm	9255875610	3840 N Monroe St Ste 300 √ 1 ζ 9/12/2013
Leon County-Board Of Comm	9447776494	1583 Pedrick Rd V Cyc
Leon County-Board Of Comm	8826085610	911 Easterwood Dr Bldg 1 V cyc

Leon County Second Amendment To Agreement Page 3 of 3

### Leon County Board of County Commissioners

Notes for Agenda Item #13

# Leon County Board of County Commissioners

### Agenda Item #13

January 25, 2022

То:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Bid Award for the Leon County Courthouse Stone Cleaning and Sealant Application Project

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

#### **Statement of Issue:**

This item seeks Board approval to award the bid for the Leon County Courthouse Stone Cleaning and Sealant Application Project to OmniCon Corp., the lowest responsive bidder, in the amount of \$340,609.

#### **Fiscal Impact:**

This item has a fiscal impact. The Project has been budgeted and adequate funding is available in the Building Infrastructure and Improvements Capital Improvement Project.

#### **Staff Recommendation:**

Option #1: Approve the bid award to OmniCon Corp., in the amount of \$340,609 for the Leon County Courthouse Stone Cleaning and Sealant Application Project, and authorize the County Administrator to execute the Agreement (Attachment #1), subject to legal review by the County Attorney. Title: Bid Award for the Leon County Courthouse Stone Cleaning and Sealant Application Project January 25, 2022 Page 2

#### **Report and Discussion**

#### **Background:**

This item seeks Board approval of the bid award for Solicitation Number BC-2022-002, for the Leon County Courthouse Stone Cleaning and Sealant Application Project, to OmniCon Corp., the lowest responsive bidder, in the amount of \$340,609. The bid award is consistent with the funding available for the Project.

A survey of the existing conditions of the stone panels was conducted by one of the County's continuing services contract architects in October 2020, indicating that a buildup of staining from environmental pollution, mold and mildew is present. Also noted were some areas of sealant failure between the stone panels and cracking of some stone panels. The architect's recommendation was to replace the failed sealant and clean / reseal the panels themselves as a continuing maintenance activity.

The scope of work encompasses soft washing (low pressure) of all exterior stone cladding including retaining walls, crack repair in stone panels with joint sealant to match the existing stone color and application of clear water-repellent sealer to all exterior stone cladding.

#### <u>Analysis:</u>

The Invitation to Bid for the Leon County Courthouse Stone Cleaning and Sealant Application (BC-2022-002) was advertised through the automated procurement system OpenGov Procurement (formerly Procure Now) and in the legal notices of the Tallahassee Democrat on November 4, 2021. A total of 1,517 vendors were notified through the automated procurement system. A total of 18 bid packages were requested, and the County received one responsive bidder on December 7, 2021. The lowest responsive bidder is the OmniCon Corp. in the amount of \$340,609 (Attachment #2).

As there were inadequate subcontracting opportunities, there was no MWSBE goals established for this project. However, it should be noted that OmniCon Corp is a certified WBE firm. This item recommends Board approval of the bid award to OmniCon Corp in the amount of \$340,609.

#### **Options:**

- 1. Approve the bid award to OmniCon Corp. in the amount of \$340,609, for the Leon County Courthouse Stone Cleaning and Sealant Application Project, and authorize the County Administrator to execute the Agreement (Attachment #1), subject to legal review by the County Attorney.
- 2. Do not approve the bid award to OmniCon Corp. in the amount of \$340,609, for the Leon County Courthouse Stone Cleaning and Sealant Application Project.
- 3. Board direction.

#### **Recommendation:**

Option #1

Title: Bid Award for the Leon County Courthouse Stone Cleaning and Sealant Application Project January 25, 2022 Page 3

#### Attachments:

- 1. Draft Agreement with OmniCon Corp. for the Leon County Courthouse Stone Cleaning and Sealant Application Project
- 2. Bid Tabulation Sheet

#### 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 **OMNICON CORP.**, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### 1. <u>SERVICES TO BE PROVIDED</u>

The Contractor agrees to provide its services to the County to perform the Work related to Leon County Courthouse Stone Cleaning and Sealant Application set forth in: 1) Bid# BC-2022-002, attached hereto and incorporated herein as Exhibit A; and 2) the Contractor's bid submission, attached hereto and incorporated herein as Exhibit B (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A or Exhibit B, the provision contained in this Agreement shall govern and control. The Leon County Courthouse Stone Cleaning and Sealant Application project is also sometimes referred to herein as the "Project."

#### 2. <u>WORK</u>

Any Work to be performed shall be commenced only upon written notice to proceed provided by the County Administrator or his designee, which notice shall clearly set forth the commencement date of such Work ("Notice to Proceed").

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.

In their discretion, the Parties may negotiate for any related products or Work not specifically addressed herein, provided that this Agreement does not create any enforceable obligations regarding such products and Work.

#### 3. <u>TIME AND LIQUIDATED DAMAGES</u>

The Work to be performed under this Agreement shall be commenced within fifteen (15) days of the Notice to Proceed. All Work to be performed under this Agreement shall be completed within seventy-five (75) consecutive days of the Notice to Proceed. If the Work to be performed under this Agreement is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500 per day.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of this Agreement time allowed, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

#### 4. <u>TIME OF THE ESSENCE</u>

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

The term "Business Day" as it applies to a notice requirement or other such deadline in this Agreement, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday. The term "Holiday" means any day observed as a holiday by the Leon County Board of County Commissioners pursuant BCC Policy 03-16, as may be amended, which, as of the Effective Date of this Lease, are the following days: New Year's Day, Martin Luther King Jr. Day, Florida Emancipation Day (May 20), Memorial Day, Independence Day, Labor Day, Election Day (first Tuesday after the first Monday in November in even-numbered years), Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday

shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday.

#### 5. <u>CONTRACT SUM</u>

The Contractor agrees that for the performance of the Work as outlined in Section 1 above, it shall be remunerated by the County for a total sum of **\$ 340,609.00** on completion of the Work and acceptance as satisfactory.

#### 6. <u>PAYMENTS</u>

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for Work. The Parties acknowledge and agree that the County, as a government owner of real property, is not subject to the Construction Lien Law of Chapter 713, Florida Statutes. Accordingly, the County shall not be required to sign and record the Notice of Commencement as referenced therein. Instead, as found by Florida courts, the protections afforded to materialmen and laborers under Chapter 713, Florida Statutes, relating to privately owned property, are adequately provided by either the contractor's execution and recording of a payment and performance bond as required by Section 255.05, Florida Statutes, relating to publicly-owned property or by the requirement of a retainage amount, as the case may be.

#### 7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

A. The County Project Manager is:

Name:	Ken Cureton
Street Address:	2280 Miccosukee Road
City, State, Zip Code:	Tallahassee, Fl 32301
Telephone:	850-606-1523
E-mail:	curetonk@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name:	Rachel Rippee
Street Address:	6075 Miller Landing CV
City, State, Zip Code:	Tallahassee, Fl 32312
Telephone:	850-294-5826
E-mail:	rrippee@omniconcorp.com

C. Notices to the Contractor are to be submitted to:

Rachel Rippee
6075 Miller Landing CV
Tallahassee, Fl 32312
850-294-5826
rrippee@omniconcorp.com

D. Invoices are to be submitted to:

Name:	Ken Cureton
Street Address:	2280 Miccosukee Road
City, State, Zip Code:	Tallahassee, Fl 32301
Telephone:	850-606-1523
E-mail:	curetonk@leoncountyfl.gov

- E. Proper Form for Invoice: All invoices shall be in the form of a numbered document with date of invoice; reference to the County purchase order number; itemized listing of all goods and Work being billed with unit prices and extended pricing; Contractor'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, and it shall be of no force and effect.
- F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under this Agreement.

#### 8. <u>DISPUTES/REMEDIES</u>

- A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with Section 7(F) above.
- B. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
  - 1) The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
  - 2) Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
  - 3) If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
  - 4) Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
  - 5) If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) Business Days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

#### 9. <u>STATUS</u>

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

#### 10. INSURANCE

Contractor shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the 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 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
  - 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).

- 3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.
- 4) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- 5) 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 officients, 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, it officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in 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 the requirements stated herein.

#### 11. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

#### 12. LICENSES & REGISTRATIONS

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 of this Agreement 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 this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

#### 13. 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 Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for the performance of such Work.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this Section 13. 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 untrue, 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.

#### 14. ASSIGNMENTS

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

#### 15. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated Contract Sum shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Contract Sum shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

#### PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

 BY THIS BOND, We
 \_\_\_\_\_\_\_, as Principal and \_\_\_\_\_\_\_ a corporation, as

 Surety, are bound to
 , herein called Owner, in the sum of \$ , for payment of which we

 bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated , between Principal and Owner for construction of , the Agreement being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 20\_\_.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### 16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, 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. 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 Contract Sum paid to the Contractor, and the promises and covenants herein, constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers, and employees.

#### 17. 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 this 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 Subsection B above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. That persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine this 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: <u>KELLEYS@LEONCOUNTYFL.GOV</u>

#### 18. MONITORING

The Agreement will require the Contractor to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and Work of the Contractor 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 Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

#### 19. 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, in the County's opinion, the Work being performed is not satisfactory. In such case, the County may immediately terminate the Agreement effective upon mailing a notice of termination to the Contractor.

#### 20. 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 Work independently.

#### 21. 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.

#### 22. UNAUTHORIZED ALIEN(S)

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

#### 23. 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 (30) days of the Effective Date of this Agreement, 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 (60) days of the Effective Date of this Agreement or within sixty (60) 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 County 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 this Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform Work pursuant to this Agreement.
  - Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of this Agreement by Contractor to perform employment duties within Florida within three (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 this Agreement within sixty (60) days of the date of execution of this Agreement or within thirty (30) days of assignment to perform Work pursuant to this 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 this Agreement.

#### 24. <u>NON-WAIVER</u>

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.

#### 25. <u>DELAY</u>

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 this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

#### 26. <u>REVISIONS</u>

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 this Agreement, Contractor shall obtain the prior written consent of the County.

#### 27. FORCE MAJEURE

If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

#### 28. SOVEREIGN IMMUNITY

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.

#### 29. 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 no third party shall be entitled to assert a right or claim against either of the Parties based upon this Agreement.

#### 30. 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.

#### 31. CONSTRUCTION

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

#### 32. <u>SEVERABILITY</u>

It is intended that each section of this Agreement shall be viewed as separate and divisible, and in the event that any section, or part thereof, shall be held to be invalid, the remaining sections and parts shall continue to be in full force and effect.

#### 33. 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.

#### 34. 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.

#### 35. JOINT PREPARATION

The Parties have jointly prepared this Agreement, and this Agreement shall not be construed more strictly against either of the Parties.

#### 36. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals and 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-2022-002 Exhibit B – Contractor's Response to Solicitation #BC-2022-002

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 COU	JNTY, FLORIDA	OMNICON CORF	».
Ву:		Ву:	
١	Vincent S. Long		
	County Administrator		
		Printed	
		Name	
Date:		Title:	
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ATTCCT		Date:	
ATTEST:			
	n Marshall Knight, Clerk of the Court & ler, Leon County, Florida		
comptron	ler, Leon County, Fionda		
BY:			
<u> </u>			
DATE:			
APPROVE	D AS TO LEGAL SUFFICIENCY:		
	. O'Steen, County Attorney		
	nty Attorney's Office		
By:			
Date:			



# **INVITATION TO BID**

# FOR

# LEON COUNTY COURTHOUSE STONE CLEANING AND SEALANT APPLICATION

BID NUMBER BC-2022-002

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

RELEASE DATE: November 4, 2021

# Leon County Courthouse Stone Cleaning and Sealant Application

- I. Introduction
- II. Bidding Process
- III. Contractor Qualifications
- 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
  - X. Bid Table

Attachments:

- A Bid Response Cover Sheet
- **B** Forms for Solicitation
- C Specifications
- D Plans
- E Road Closure Permit Application
- F Draft Agreement

# I. INTRODUCTION

#### A. <u>Summary</u>

Leon County is seeking the services of a qualified contractor to perform selective repair to the exterior of the Leon County Courthouse.

Scope of Project: Soft wash all exterior stone cladding (including retaining walls), repair cracks in stone panels with joint sealant to match stone and application of clear water-repellent sealer to all exterior stone cladding. Refer to Attachment C for complete specifications.

Leon County Courthouse is located at 301 South Monroe Street, Tallahassee, Florida 32301. This project is anticipated to take 75 calendar days to perform.

# B. Contact Information

#### **Melanie Hooley**

Contract Compliance Specialist 1800-3 Blair Stone Rd Tallahassee, FL 32308 Email: <u>hooleym@leoncountyfl.gov</u> Phone: <u>(850) 606-1600</u> **Department:** Procurement

**Department Head:** Shelly Kelley Director of Purchasing

# C. <u>Timeline</u>

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: <a href="https://secure.procurenow.com/portal/leoncounty/">https://secure.procurenow.com/portal/leoncounty/</a>.

Release Project Date	November 4, 2021
Pre-Bid Meeting (Mandatory)	November 17, 2021, 10:00am Leon County Courthouse 301 South Monroe Street Tallahassee, Fl 32301 *Main rotunda entrance facing Monroe Street

Question Submission Deadline	November 22, 2021, 5:00pm
Proposal Submission Deadline	December 7, 2021, 2:00pm

# II. BIDDING PROCESS

# 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.

#### 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. **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:

- A. Any person or person's representative seeking an award from such competitive solicitation; and
- B. 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.

# D. <u>REGISTRATION</u>

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 (<u>https://secure.procurenow.com/portal/leoncounty/</u>), browse to the bid, and then click the "Follow" button.

Failure to register through the Purchasing Division (<u>https://secure.procurenow.com/portal/leoncounty/</u>) may cause your submittal to be rejected as non-responsive.

#### E. ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <a href="https://secure.procurenow.com/portal/leoncounty/">https://secure.procurenow.com/portal/leoncounty/</a>. 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.

#### F. QUESTIONS AND CLARIFICATIONS

Questions may be submitted directly through the County's e-Procurement Portal located at <u>https://secure.procurenow.com/portal/leoncounty/</u>. Alternatively, if using email, questions pertaining to bid procedures or regarding the specifications should be addressed to both Shelly Kelley and Melanie Hooley, telephone (850) 606-1600; E-mail: kelleys@leoncountyfl.gov and hooleym@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.

# G. 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. The County's preferred method of submission is electronically via ProcureNow, however, bids may be submitted in person, by mail or other carrier. Bids not submitted electronically via ProcureNow must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. 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. 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.

#### H. 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.

#### I. <u>RECEIPT AND OPENING OF BIDS</u>

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: <a href="https://secure.procurenow.com/portal/leoncounty/">https://secure.procurenow.com/portal/leoncounty/</a>.

A Bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a Bidder provided, stamped selfaddressed 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.

#### J. <u>BID GUARANTEE</u>

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (<u>no</u> <u>cash</u>, <u>company</u>, <u>or personal checks will be accepted</u>), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of the agreement 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.

# K. <u>PLANHOLDERS</u>

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: <u>https://secure.procurenow.com/portal/leoncounty/</u> 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.

#### L. <u>REJECTION OF BIDS</u>

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

# III. CONTRACTOR QUALIFICATIONS

The primary contractor shall be licensed by the State of Florida as a Licensed General Contractor or Licensed Building Contractor pursuant to FS 489.105(3)(a) and (b). The Licensed General Contractor or Licensed Building Contractor shall possess an active and current licensing placard issued by the Florida Department of Business and Professional Regulation (DBPR). Copies of primary contractor's licensing placard(s) shall be submitted to Leon County concurrent with bid. The primary and any subcontractors utilized on this project shall be Florida licensed in their trade.

Failure to provide proof of State of Florida Licensed General Contractor or Licensed Building Contractor license may result in the bid being determined as non-responsive.

<u>Contractors shall be licensed in the State of Florida as required by Chapter 489, Florida Statutes. Specific license type for this project shall be as indicated in F.S. sections 489.105(3)(a)-(q) as applicable to the scope of work of the project.</u>

Proposed sub-contractors and/or if self-performing, the employee that is performing the work, must hold a license for any specialty work, based on the work required to complete this project.

# IV. AWARD AND CONTRACTING PROCESS

# A. <u>AWARD OF BIDS</u>

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.

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 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.

# B. <u>Agreement</u>

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.

# C. <u>Payments</u>

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services. The form of payment for the agreement may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

#### D. <u>Termination</u>

Leon County may terminate the agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate the 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.

#### E. <u>Payment and Performance Bond</u>

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_\_, as Principal and a corporation, as Surety, are bound to [], herein called Owner, in the sum of \$[], for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated [], between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_\_day of \_\_\_\_\_, 20\_\_.

(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.

# 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: <a href="https://oevforbusiness.mwsbe.com">https://oevforbusiness.mwsbe.com</a>.

Certified MBE and WBE firms may participate by providing goods or services in support of the project as subcontractors or subconsultants identified on the <u>Respondent and Team Summary Form</u>.

# VI. REQUIRED CERTIFICATIONS

# A. Licenses and Registrations

The contractor shall be responsible for obtaining and maintaining throughout the contract period any 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. <u>Local Preference in Purchasing and Contracting (with Local Trades Contractor</u> <u>Work)</u>

- A. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
  - 1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in the amount of five percent of the bid price.
  - 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 below, shall be given a preference in the amount of three percent of the bid price.
  - 3. 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.
  - 4. For the purposes of this section, "home office" shall mean a business's principal office or headquarters constituting the center for administration and policymaking.
- A. Local Trades Contractor Work. All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
- B. Local business definition. 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
- 2. Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
- 3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- C. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

# C. <u>Unauthorized Alien(s)</u>

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 the 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. <u>Public Entity Crimes Statement</u>

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.

# F. <u>Employment Eligibility Verification</u>

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 the agreement, 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).

- 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 the 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 the agreement 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.

# H. <u>No Pending Litigation</u>

The Contractor does not have any pending civil or administrative action against the Contractor brought by Leon County, and is not currently engaged in any dispute or controversy related to or arising out of the allegation that the Contractor is in breach of any contract with Leon County. The Contractor has consulted with all subcontractors anticipated to be utilized in this project to determine if they are in compliance with the above requirements.

Vendor must confirm compliance with this requirement in the Required Submittals section of your response.

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# VII. INSURANCE REQUIREMENTS

# A. <u>Overview</u>

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

<u>General Liability</u>: \$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.

<u>Automobile Liability</u>: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).

<u>Workers' Compensation and Employers Liability</u>: 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. Additional Required Insurance

<u>Umbrella</u>: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

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).

# D. <u>Deductibles and Self-Insured Retentions</u>

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.

#### E. 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).

- 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 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.
- 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.

#### 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.

#### F. <u>Acceptability of Insurers</u>

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

#### G. <u>Verification of Coverage</u>

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.

#### H. <u>Subcontractors</u>

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.

# 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 the agreement 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. The 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. Amendments to Resultant Agreement

No modification, amendment, or alteration in the terms or conditions contained in the agreement shall be effective unless contained in a written document prepared with the same or similar formality as the Agreement and executed by duly authorized representatives of the County and Contractor.

#### C. 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.

# D. Ethical Business Practices

A. <u>Gratuities</u>. 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. <u>Kickbacks</u>. 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 agreement 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 agreement if it determines that unethical business practices were involved.

#### E. <u>Time and Liquidated Damages</u>

The work to be performed under the agreement shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under the agreement shall be completed within seventy-five (75) consecutive calendar days of the Notice to Proceed to final completion.

If the work to be performed under the agreement is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the agreement time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the agreement.

# F. <u>Disputes/Remedies</u>

All disputes arising under or relating to the Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with Leon County Policy 96-1, as amended.

The Parties shall attempt to resolve all disputes that arise under the agreement in good faith and in accordance with the following procedure:

- A. The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
- B. Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
- C. If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
- D. Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
- E. If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) business days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under the agreement, at law, or in equity.

# G. <u>Status</u>

The Contractor shall at all times, relevant to the agreement, 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.

#### H. Audits, Records, and Records Retention

The Contractor will agree:

- 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 the agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the 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 the 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& 2 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(I)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 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 THE 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

#### I. <u>Monitoring</u>

The agreement will require the Contractor 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 the agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of the 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 the 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 the agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of the agreement for cause.

#### J. 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 agreement 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.

#### K. <u>Warranties</u>

Bidder will warrant title to all goods sold as provided for in Chapter 672, Florida Statutes.

#### L. <u>Work</u>

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

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

#### M. Permits

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

#### N. Assignment

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

# O. Indemnification

The Contractor will agree 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 the 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.

# P. 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 the 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 the 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 the agreement without any further liability to the County, to deduct from any amounts due Contractor under the agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under the agreement.

# Q. Force Majeure

If either of the Parties is prevented from or delayed from performing any obligations under the agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in the agreement to the contrary, the term "Force Majeure" does not include or excuse performance under the agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

#### R. <u>Severability</u>

It is intended that each section of the 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.

#### S. Law, Jurisdiction, Venue, Waiver of Jury Trial

The 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 the 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 the 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 the 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 the agreement.

#### T. <u>Construction</u>

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

# U. 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.

# V. <u>Penalties</u>

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- A. Failure to perform according to agreement provisions.
- B. Conviction in a court of law of any criminal offense in connection with the conduct of business
- C. 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.
- D. 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.
- E. Other reasons deemed appropriate by the Board of County Commissioners.

# 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-2022-002 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. <u>No Pending Litigation Certification\*</u>

As the person authorized to confirm this statement on behalf of this firm, I certify that this firm does not have any pending civil or administrative action against the Contractor brought by Leon County, not currently engaged in any dispute or controversy related to or arising out of the allegation that the contractor is in breach of any contract with Leon County. The Contractor has consulted with all subcontractors anticipated to be utilized in this project to determine if they are in compliance with the above requirements.

Please confirm\*Response required

# C. Human Trafficked Labor\*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

Please confirm
 \*Response required

#### D. 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-2022-002), the Project Title (Leon County Courthouse Stone Cleaning and Sealant Application), 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

#### E. <u>Payment and Performance Bond\*</u>

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

Please confirm
 \*Response required

#### F. <u>Contractor Letter of Bondability\*</u>

Submit a Letter of Bondability that states your company in good standing with a surety and has the capacity to bond 100% payment and performance for the amount of this project. The letter must be on Surety company letterhead.

\*Response required

#### G. Bid Response Cover Sheet with Signature\*

\*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 <u>Attachments</u> 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

Leon County Florida P a g e | 22

- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)
- Leon County Substitute Form W-9

\*Response required

# X. BID TABLE

Line Item	Description	Unit of Measure	Unit Cost
1	Total Bid	Job	

#### **BID RESPONSE SHEET**

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

Shelly W. Kelley Purchasing Director

Rick Minor, Chairman Board of County Commissioners

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

		(Firm Name)
	Ву	
		(Authorized Representative)
		(Print or Typed Name)
	0.1.1	
	Address	
	Telephone	
	E-mail Address	
ACKNOWLEDGEMENT		
Addendum #1		
Addendum #2 _		
Addendum #3		

#### **RESPONDENT AND TEAM SUMMARY FORM**

RESPONDENT:

SOLICITATION NUMBER:

DATE:\_\_\_\_\_

#### PROJECT TITLE:

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.															
					dicat	Ea	ach	Org	janiz	zatio	at Be on L	est I iste	Deso ed	crib	es
					on- /BE	C	Certif	ied N	IWBI	Ε			-Cert /WBI		
Firm Name (Prime and Subcontractor(s) or Subconsultant(s))	Vendor Phone & Email	Total Dollar Amount of Services	Scope of Work	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
												_			
	TOTAL														

	EXHIBIT A - SOLICITATION	DOCUMENT Attachment #1				
Section B	ACKNOWLEDGEMENT (to be completed by the Respondent) Page 40 Page 40					
I hereby certify th correct. Name of Bidde		at the information provided herein is true and				
Signature		Date				
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:	
Signature:	Title:
STATE OF COUNTY OF	
Sworn to and subscribed before me this _ day of	, 20
Personally known	NOTARY PUBLIC
OR Produced identification	Notary Public - State of
(Type of identification)	My commission expires:
	Printed, typed, or stamped commissioned name of notary

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

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

#### EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed:	 
Title:	 
Firm:	 
Address:	 

#### **IDENTICAL TIE BIDS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

\_\_\_\_\_This firm complies fully with the above requirements.

\_\_\_\_\_This firm does not have a drug free work place program at this time.

**Bidder's Signature** 

Title

Date

## CONTRACTOR'S BUSINESS INFORMATION

## **COMPANY INFORMATION**

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

## <u>TYPE OF BUSINESS ORGANIZATION</u> (check one)

Sole Proprietorship	Limited Liability Company
General Partnership	Joint Venture
Limited Partnership	Trust
Corporation	Other (specify )
Sub-chapter S Corporation	

State of Incorporation:\_\_\_\_\_ Date Established:\_\_\_\_\_

## AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

## FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:		
License Type:		
License Number: Expiration Date:		
Qualified Business License (certificate of authority) number:		
Alternate Licensee:		
License Type:		
License Number: Expiration Date:		

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

## LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

## **BONDS Surety Company 1**

Company Name	
Contact-s Name	
Telephone	
Fax	
Address	

## Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?
	🗆 Yes 🗆 No	🗆 Yes 🗆 No
	(If yes, please provided detailed information on reverse)	(If yes, please provided 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

By:\_\_\_\_\_Title:\_\_\_\_\_

Printed Name and Title:\_\_\_\_\_

#### NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

- 1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
- 2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation	n, Partnership, Individual, etc	c.)	
a		_, formed under the laws of	
(Type of	Business)		(State or Province)
of which he/she is	(Sole Owner, partner, presid	lent, etc.)	

- 3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
- 4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME		AFFIANT'S	S TITLE	
TAKEN, SWORN AND SUBSCF	RIBED TO BEFORE ME this	Day of	,20	
Personally Known	Or Produced Identifica	tion		
Type of Identification				
	NOTARY		mmissioned Name of N	
			mmissioned Name of N	
	wy com	mission Expires:	:	

## **INSURANCE CERTIFICATION FORM**

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

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

🗆 YES 🗆 N	0	
Commercial General Liability:	Indicate Best Rating: Indicate Best Financial Classification:	
Business Auto:	Indicate Best Rating: Indicate Best Financial Classification:	
Professional Liability:	Indicate Best Rating: Indicate Best Financial Classification:	

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

 $\Box$  YES  $\Box$  NO

Indicate Best Rating: Indicate Best Financial Classification:

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

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

 $\Box$  YES  $\Box$  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 officients, 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:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

<u>Thirty days advance written notice of cancellation to County</u> - 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  $\Box$  Coverage will be placed, without exception  $\Box$ 

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

Name \_\_\_\_\_

Signature \_\_\_\_\_

Typed or Printed

Date

Title

(Company Risk Manager or Manager with Risk Authority)

## 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

## LOCAL VENDOR CERTIFICATION

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

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

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

Business Name:		
Current Local Address:		Phone:
		Fax:
If the above address has been for less than six months, pleas	se provide the prior address.	
Length of time at this address:		
Home Office Address:		Phone:
		Fax:
Signature of Authorized Representative		Date
STATE OF COUNTY OF		
The foregoing instrument was acknowledged before me this By	of day of	,20
(Name of officer or agent, title of officer or agent acl	) (Name o nowledging)	of corporation ,
a Corporation, on behal (State or place of incorporation)	f of the corporation. He/she is perso	onally known to me
or has produced		
Return Completed form with	Signature	of Notary
supporting documents to:	Print, Type or Stan	np Name of Notary
Leon County Purchasing Division 1800-3 N. Blair Stone Road Tallahassee, Florida 32308	Title or Rank	
ומוומוומששלל, רוטוועמ שבשטס	Serial Numl	ber, If Any

## **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 <u>Employment Eligibility Verification</u> provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

Signature

Date

DO NOT SEND TO
IRS - SUBMIT
FORM TO
REQUESTING
AGENCY

FCD 04/2016

## 

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION



## MAIL COMPLETED FORM AND DOCUMENTS TO:

## CLERK OF CIRCUIT COURT & COMPTROLLER LEON COUNTY 301 S. Monroe Street #100 Tallahassee FL32301

PLEASE REFER TO FORM W9 INSTRUCTIONS FOR MORE INFORMATION

PART I: VENDOR INFORMATION				
1 . Legal Business Name: (As it appears on the IRS Income Tax return IRS EIN records, CP575, 147C - or - Social Security Administration records, Social Security Card, certified Form SSA7028)	2 . If you use a DBA/Trade Name, please list below:			
3. Entity Type (Check only one),				
Individual / Sole Proprietor or single-member LLC	Government (Local, State, Federal)			
C Corporation	Tax-Exempt organization under IRC Section 501 C			
S Corporation	Limited liability company. Enter tax classification (C=Corporation, S			
Partnership	corporation, P=partnership	5-5		
Trust/estate				
4. 1099 Reporting: Services provided to the Board of County Commissioners Le	oon County by yondor, if not applicable skip:			
	con county by vendor, in not applicable skip.			
Health care or medical service Royalties				
Legal or attorney services  Other Other				
Rental of Real Property				
PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE				
1. Enter your TIN here (DO NOT USE DASHES)				
2. Taxpayer Identification Type (check appropriate box):				
Employer ID No. (EIN) Social Security No. (SSN)	N/A (Non United States Business Entity)			
PART III: ADDRESS				
1. Address: Address Line #1	2. Remittance Address, IF DIFFERENT: Address Line #1			
Address Line #1	Address Line #1			
Address Line #2	Address Line #2			
Address Line #3	Address Line #3			
City State Zip + 4 Code	City State 2	Zip + 4 Code		
PART IV: CERTIFICATION				
Under penalties of perjury, I certify that:				
<ol> <li>The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), AND</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND</li> <li>I am a U.S. Citizen or other U.S. person.</li> <li>The Internal Revenue Service does not require your consent to any provision of this</li> </ol>				
document other than the certificati	ons required to avoid backup withholding			
Printed Name	Printed Title Telephone Nur	nber		
Signature	Email Date (mm/dd/	уууу)		
PART V: DIRECT DEPOSIT (ACH) This is the County's prefe	rred payment method			
Warning: The Board of County Commissioners Leon County will not process Inte				
ever result in an IAT under National Automated Clearing House Association (NA FILL OUT THIS SECTION OF THE FORM. Please provide a copy of a voided check o		T		
Include a voided check or letter from financial institution if requesting ACH pay	rments Type of Account Checking	Savings		
5	bard of County Commissioners Leon County to initiate direct n indicated, and to recover funds deposited in error if necessary in Printed Name			
PART VI: OFFICE USE ONLY				
OFFICIAL / POC USE ONLY BUSINESS UNIT DATE (mm/dd/yyyy) PHONE NO.	CLERK OF COURT FINANCE DEPARTMENT USE ONLY			
POC (Print name) POC Initials Page	297 of 1037 Posted January 14,. 2022			

This form substitutes for the IRS W-9 form. Complete this form if you will receive payment from the Board of County Commissioners Leon County for goods and services. To comply with the Internal Revenue Service (IRS) regulations regarding 1099 reporting, the Board of County Commissioners Leon County is required to collect the following information to be completed on the Substitute W-9 form. The information collected on this form will allow the Board of County Commissioners Leon Count to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business and business type.

Check the appropriate box(s) that this form is to be utilized and fill in the corresponding section(s) indicated next to the box(s) checked.

### PART I: VENDOR INFORMATION

- 1. Legal Business Name Enter the legal name as registered with the IRS or Social Security Administration.
- 2. DBA/Trade Name Individuals leave blank. Sole Proprietorships: Enter DBA (doing business as) name. All Others: Complete only if business name is different than Legal Name.
- 3. Entity Type Check ONE box which describes business entity.
- 4. **1099 Reporting** Check the appropriate box that applies to the type of services being provided to the Board of County Commissioners Leon County. If the type of service is not specifically stated, then leave blank.

## PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

- 1. Taxpayer Identification Number Enter TIN with no dashes in the boxes provided
  - a. **TIN** is always a 9-digit number. Provide the Social Security Number (SSN) assigned by the Social Security Administration (SSA) or the Federal Employer Identification Number (FEIN) assigned to the business or other entity by the Internal Revenue Service (IRS).
- 2. TIN Identification Type Mark the appropriate box for the TIN provided above.

## PART III: ADDRESS

- 1. Address Where correspondence, payment(s), purchase order(s) or 1099s should be sent.
- 2. Remittance Address If different than Address
- **3.** Zip Code and Phone Number The 5 + 4 code will be required to be entered for all zip codes. If the last 4 digits are unknown, then 4 zeros (0) can be entered. Do not enter the "-" as part of the zip code. When entering the phone number, only enter the 10 digit number. Do not enter the "()" or "-" as part of the phone number.

#### PART IV: CERTIFICATION

By signing this document you are certifying that all information provided is accurate and complete. The person signing this document should be the partner in the partnership, an officer of the corporation, the individual or sole proprietor noted under legal name above, or the government official for which the vendor account is established.

Identifying information is required of the person signing the form.

**PART V: DIRECT DEPOSIT (ACH)** We request that you elect to receive payments from the Board of County Commissioners Leon County through Automated Clearing House (ACH) direct deposit. Please provide a copy of a voided check or letter from financial institution with the banking information. Without one of the two items, ACH information WILL NOT be entered and you will need to resend the requested documents. Select the type of account being provided.

**I Acknowledge** Print name and sign to acknowledge the IAT warning and to authorize the Board of County Commissioners Leon County to initiate direct deposit of funds to your financial institution provided.

**Privacy Act Notice** Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information returns with the Internal Revenue Service.

Attachment #1 Page 55 of 189



Specifications

LEON COUNTY

Courthouse Exterior Stone Cladding Cleaning and Sealing

TALLAHASSEE, FLORIDA

24 September 2021 Revised 4 October 2021 Date Issued

Contract Documents Project Phase BFBSA No. 18230

BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS 2074 Centre Pointe Blvd Suite 200 Tallahassee, FL 32308 (850) 224-6301

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## LEON COUNTY COURTHOUSE STONE PANEL CLEANING AND SEALING

## TALLAHASSEE, FLORIDA

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## **DIVISION 0 – GENERAL CONDITIONS**

General Conditions of Contract for Construction AIA Document A201-2017

## **DIVISION 1 - GENERAL REQUIREMENTS**

- 011000 Summary
- 012900 Payment Procedures
- 013300 Submittal Procedures
- 015000 Temporary Facilities and Controls
- 017419 Construction Waste Management and Disposal
- 017700 Closeout Procedures
- 017839 Project Record Documents

## **DIVISION 4 – MASONRY**

44220	-	General Cleaning of Exterior Limestone and Granite Stone Panels
44230	-	Removing Dirt from Stone Masonry by Pressure Washing

## **DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

- 071916 Water-Repellent Sealer
- 079200 Joint Sealants

## **APPENDIX A**

Leon County Road Closure Request Form

Leon County Courthouse Fire Damage TOC - 1

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## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The "General Conditions for the Contract for Construction," AIA Document A201-2017 Edition shall be used on this Project along with the Leon County Contractor and Owner Contract, provided by the Leon County Purchasing department. The A201-2017 Document in included in the contract documents.

Should there be a conflict between the two contracts then the Leon County Contract shall supersede the A201-2017 AIA Document for the conflict.

# **AIA** Document A201° – 2017

## General Conditions of the Contract for Construction

## for the following PROJECT:

(Name and location or address)

Leon County Courthouse Exterior Stone Cladding Cleaning and Sealing 301 S. Monroe Street Tallahassee, Florida 32301

## THE OWNER:

(Name, legal status and address)

Leon County Commission 301 South Monroe Street Tallahassee, Florida 32301

THE ARCHITECT: (Name, legal status and address)

Barnett Fronczak Barlowe & Shuler Architects 2074 Centre Pointe Boulevard, Suite 200 Tallahassee, Florida 32308

## TABLE OF ARTICLES

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- ARCHITECT 4
- 5 SUBCONTRACTORS
- CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS 6
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init.

1

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- 13 MISCELLANEOUS PROVISIONS

have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

ADDITIONS AND DELETIONS:

The author of this document has

added information needed for its

completion. The author may also

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

## 14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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## ARTICLE 1 GENERAL PROVISIONS

## § 1.1 Basic Definitions

## § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

## § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

## § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

## § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

## § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

## § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

## § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

#### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

## § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

## § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

 $G202^{TM}$ -2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

## § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

## § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor may file a Claim pursuant to Article 15.

#### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

#### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

## § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

## § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

#### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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## § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

## § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

## § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

#### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

## § 3.12 Shop Drawings, Product Data and Samples

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§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

## § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

#### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

## § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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## § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

## § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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## ARTICLE 5 SUBCONTRACTORS

#### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors.

## § 5.4 Contingent Assignment of Subcontracts

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§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

#### **ARTICLE 6** CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

#### § 6.2 Mutual Responsibility

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§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

# § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

#### ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- The change in the Work; .1
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to .1 permit evaluation:
- Unit prices stated in the Contract Documents or subsequently agreed upon; .2
- Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or .3 percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

# § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

#### **ARTICLE 8** TIME

# § 8.1 Definitions

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§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

# § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

# § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

# ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

# § 9.3 Applications for Payment

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§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reasons for withholding certification and Owner of the Architect's reasons for Payment, and notify the Contractor and Owner of the Architect's reasons for Section 9.5.1; or (3) withhold certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
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- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

# § 9.6 Progress Payments

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§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

# § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

# ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

# § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

# § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

# § 10.3 Hazardous Materials and Substances

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§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

# ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### § 11.3 Waivers of Subrogation

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§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### §11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

# § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

# § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the contractor and give the Contractor and give the Contractor and poportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

# § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

# ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

# § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

# § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

# ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

# § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

# § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

# § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, .1 business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

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§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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# § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

# SECTION 011000 - SUMMARY

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Phased construction.
  - 4. Work by Owner.
  - 5. Work under separate contracts.
  - 6. Future work.
  - 7. Purchase contracts.
  - 8. Owner-furnished products.
  - 9. Contractor-furnished, Owner-installed products.
  - 10. Access to site.
  - 11. Coordination with occupants.
  - 12. Work restrictions.
  - 13. Specification and drawing conventions.
  - 14. Miscellaneous provisions.
- B. Related Requirements:
  - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

# 1.3 PROJECT INFORMATION

- A. Project Identification: Leon County Courthouse Exterior Stone Cladding Cleaning and Sealing
  - 1. Project Location: 301 S. Monroe Street, Tallahassee, Florida 32301
- B. Owner: Leon County.
  - 1. Owner's Representative: Ken Cureton, AIA

C. Architect: Barnett Fronczak Barlowe & Shuler Architects.

# 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. Cleaning of granite and limestone exterior cladding panels stone panels and sealing of stone panels with a clear sealer.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

# 1.5 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
  - 1. Removal of equipment in work areas.

# 1.6 FUTURE WORK

- A. The Contract Documents include requirements that will allow Owner to carry out future work following completion of this Project; provide for the following future work:
  - 1. To be determined.

# 1.7 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections.
- B. Owner-Furnished Products:
  - 1. None.
- 1.8 ACCESS TO SITE

- A. General: Contractor shall have use of the site for cleaning operations during scheduled period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to areas within the Contract limits. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine operations to areas shown on drawings
  - 2. Driveways, Walkways and Entrances: Keep driveways parking areas, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

# 1.9 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy the building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
  - 3. Install barricades and signage to redirect the County staff and visitors away from work areas and to accessible entrances.

# 1.10 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  - 2. Coordinate with User Group for Scheduled Events at the facility.
  - 3. The Bailiffs may request a work stoppage if the noise and work create a problem at the courtrooms within the building.

- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7 a.m. to 6 p.m., Monday through Friday, unless otherwise indicated.
  - 1. Weekend Hours: 7 am to 6 pm.
  - 2. Early Morning Hours: Coordinate with owner.
  - 3. Hours for Utility Shutdowns: Coordinate with Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

# 1.11 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

- 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
- 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

# 1.12 MISCELLANEOUS PROVISIONS

- A. Coordinate access, entry and exiting of patrons to the facility with courthouse staff for construction activities.
- B. Coordinate truck traffic at parking lot with courthouse staff.
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used)

END OF SECTION 011000

# SECTION 012900 - PAYMENT PROCEDURES

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

### 1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

# 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.

- b. Description of the Work.
- c. Name of subcontractor.
- d. Name of manufacturer or fabricator.
- e. Name of supplier.
- f. Change Orders (numbers) that affect value.
- g. Dollar value of the following, as a percentage of the Contract Sum to nearest onehundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
  - 1) Labor.
  - 2) Materials.
  - 3) Equipment.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.

# 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: Submit Application for Payment to Architect by the fifth day of the month. The period covered by each Application for Payment is one month, ending on the last day of the previous month.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.

- 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
- F. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- G. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Updated final statement, accounting for final changes to the Contract Sum.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

# SECTION 013300 - SUBMITTAL PROCEDURES

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section Includes:
  - 1. Administrative and procedural requirements for submittals.

# 1.3 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
  - 1. Project name.
  - 2. Date.
  - 3. Name of Architect.
  - 4. Name of Contractor.
  - 5. Name of firm or entity that prepared submittal.
  - 6. Category and type of submittal.
- B. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

# 1.4 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Email: Prepare submittals as PDF package, and transmit to Architect by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Architect.
    - a. Architect will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the

Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.

# 1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
- B. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- C. Certificates:
  - 1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
  - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
  - 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
  - 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  - 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

### 1.6 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.

# 1.7 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return it.
  - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review submittals received from sources other than Contractor.
- F. Submittals not required by the Contract Documents will be returned by Architect without action.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

### SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

### 1.5 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

#### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

#### PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Toilets: Use of Owner's existing toilet facilities will not be permitted.
- D. Isolation of Work Areas in Occupied Facilities: Prevent water from entering occupied areas.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- F. Telephone Numbers

TEMPORARY FACILITIES AND CONTROLS

- 1. Post a list of important telephone numbers.
  - a. Police and fire departments.
  - b. Ambulance service.
  - c. Contractor's home office.
  - d. Contractor's emergency after-hours telephone number.
  - e. Architect's office.
  - f. Engineers' offices.
  - g. Owner's office.
  - h. Principal subcontractors' field and home offices.
- 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

# 3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
  - 3. Submit the "Leon County Road Closure Request" to Leon County Department of Public Works for road and lane closures required to complete the work. See Appendix A for form.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
  - 1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to authorities having jurisdiction.

- 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
- 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
- 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

END OF SECTION 015000

# SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Recycling nonhazardous demolition and construction waste.
  - 2. Disposing of nonhazardous demolition and construction waste.

# 1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

# PART 2 - EXECUTION

# 2.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
- 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

# 2.2 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

# 2.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.

END OF SECTION 017419

# SECTION 017700 - CLOSEOUT PROCEDURES

# PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.

# 1.3 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

# 1.4 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

# 1.5 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
  - 1. Submit on digital media acceptable to Architect.

#### PART 2 - PRODUCTS

#### PART 3 - EXECUTION

- 3.1 FINAL CLEANING
  - A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

END OF SECTION 017700

#### SECTION 017839 - PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Product Data.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Product Data: Submit one paper copy and one annotated PDF electronic files and directories of each submittal.
  - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- B. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities. Submit one paper copy and one annotated PDF electronic files and directories of each submittal.
- C. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

#### 1.4 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

- 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- C. Format: Submit record Product Data as annotated PDF electronic file.
  - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

END OF SECTION 017839

# SECTION 44220 – GENERAL CLEANING OF EXTERIOR LIMESTONE AND GRANITE STONE PANELS

#### 1PART - GENERAL

- 1.1 SUMMARY
- A. This procedure includes guidance on the removal of surface dirt and environmental pollution on exterior limestone.

#### 2 PART - PRODUCTS

- 2.1 MANUFACTURERS
- A. ProSoCo, Inc. www.prosoco.com

#### 2.2 MATERIALS

- A. Commercial masonry cleaner with a maximum 4% acid concentration, surfactants and wetting agents such as "Sure Klean Restoration Cleaner" undiluted (ProSoCo, Inc) or approved equal.
- B. Clean, potable water (heated to a temperature effective and tested for cleaning procedure and approved by SHPO).
- 2.3 EQUIPMENT
- A. Pressure water rinsing equipment (measuring between 100 and 400 psi for low-pressure; between 400 and 1000 psi for medium pressure).
- B. Fan-type spray tips (15-45 degree fan spray)
- C. Stiff Finer-bristle brushes
- D. Plastic spatula

#### **3PART - EXECUTION**

- 3.1 EXAMINATION
- A. Examine site conditions to determine that current drainage is sufficient for adequately and safely removing cleaning waste and run-off from the site.

General Cleaning of Exterior Limestone and Granite

B. Test clean a small, inconspicuous area to check for adverse effects and damage to the material.

#### 3.2 PREPARATION

A. Protection:

1. Protect surrounding building components and landscape materials on the site and adjacent building surfaces from coming in contact with the cleaning materials and run-off.

Provide workers with necessary protection against cleaning chemicals, overspray and run-off.
 Prevent cleaning chemicals from coming in contact with any painted, polished or metallic surfaces.

4. Divert flow of run-off to drains in compliance with municipal codes. Comply with municipal codes regarding containment and disposal of cleaning materials.

- B. Surface Preparation:
  - 1. Before proceeding with cleaning operations, remove all miscellaneous hardware, anchors and bird excrement from the surface to prevent any discoloration.
  - 2. Check for open holes and joints in surface and repoint mortar joints and caulk gaps around window & door openings, as required to prevent water and cleaning solutions from penetrating deeply into the wall.
  - 3. Clean the limestone and granite, working from bottom to top.

#### 3.3 ERECTION, INSTALLATION, APPLICATION

- A. Saturate the limestone and granite with clean, warm water sprayed at a low pressure (between 100 and 400 psi). Remove bird excrement and debris from granite prior to the application of acidic granite cleaner (see04510-02R for guidance).
- B. Spray-apply cleaner evenly to the stained surface at 125 psi or as recommended by manufacturer, or brush-apply cleaner using a soft fiber bristled brush.
- C. Allow cleaner to stand on the surface for 3-5 minutes or as recommended by manufacturer.
- D. Thoroughly rinse the surface with clean, clear water at medium pressure (between 400 and 800 psi). Nozzle should be held between 18 and 30 inches from the surface. Stone should be left clean without streaking or staining.

END OF SECTION 44220

#### SECTION 44230 - REMOVING DIRT FROM STONE MASONRY BY PRESSURE WASHING

#### 1PART - GENERAL

#### 1.1 SUMMARY

A. This procedure includes guidance on removing soot and dirt build -up on masonry by pressure washing with water and mild detergents if general cleaning of limestone and granite is not effective at removing soot.

#### 2 PART - PRODUCTS

- 2.1 MANUFACTURERS
- A. Dow Chemical www.dow.com
- B. Union Carbide Corporation. www.unioncarbide.com
- C. Ashland Chemical www.ashland.com

#### 2.2 MATERIALS

- A. Non-ionic detergent such as "Tergitol". "Triton", "Igepal", or approved equal.
  - 1. Use dilution as approved by testing on material to be cleaned.
  - 2. Acidic or alkaline products are NOT acceptable.
- B. Clean, potable water (preferably mineral water)

#### 2.3 EQUIPMENT

- A. Garden hose and nozzle (size appropriate for very fine misting).
- B. Spray Equipment: Provide equipment for controller spray application of water and cleaners, if any, at rates specified by SHPO for pressure, measured at spray tip, and for volume.

 For spray application of cleaners provide low-pressure tank or pump suitable for cleaner selected, equipped with cone-shaped spray-tip.
 For spray application of water provide fan-shaped spray-tip which disperses water at angle of not less than 15 degrees.

C. Assorted Washing Brushes (available from local janitorial supply houses or hardware stores):

Removing Dirt from Stone Masonry by Pressure Washing

#### **EXHIBIT A - SOLICITATION DOCUMENT**

- 1. Non-metallic brushes (no iron or brass wire)
- 2. Tampico fiber set in a hardwood block
- 3. A "whitewash brush" (ideal for most purposes)
- 4. "Parts washing" brushes (useful for small areas and crevices)

#### D. Wood scrapers

- E. Buckets, molded rubber or plastic, such as the "Fortex" molded rubber pail 12 or 14 quart size
- F. Rubber gloves and rain gear, if desired
- G. Toweling or rags, clean, lint-free

#### **3PART - EXECUTION**

#### 3.1 PREPARATION

#### A. Protection:

1. Cleaning methods should be tested prior to selecting the one for use on the building; The simplest and least aggressive methods should be selected.

2. The level of cleanliness desired should be determined; A new appearance look is both inappropriate and requires an overly harsh cleaning method.

3. Prolonged exposure of water causes rapid deterioration in older structures.

4. Take precautions to ensure that the water does not penetrate the surface and cause damage to the interior of the structure.

5. This procedure may cause corrosion of hidden iron work and steel anchors causing either staining or cracking due to the rapid expansion of the metal

6. If the masonry remains saturated during the first frost, surface pieces may spall off as the water freezes.

7. Iron and chloride in the water can cause disfigurement and staining.

B. Surface Preparation:

1. Fill the buckets, usually one or two, with about two gallons of water.

2. Beginning at the top and gradually working down, scrub lightly with the fiber brush to remove any superficial deposits. Take care to avoid scratching or otherwise damaging any polished surfaces.

3. Rinse with clean, clear water.

4. Dry with clean, lint-free toweling or rags.

5. Tenacious mineral deposits may be treated locally with gentle abrasion using wooden paddles or sticks. Great care should be exercised to avoid damaging the highly polished surfaces of masonry where they exist.

#### 3.2 ERECTION/INSTALLATION/APPLICATION

#### A. General:

1. Spray-apply water to masonry surfaces to comply with requirements specified by SHPO for location, purpose, water temperature, pressure, volume and equipment.

2. Heat water, if required, to effectively aid dirt removal and to clean surfaces.

3. Clean with spray nozzle tip held consistently a minimum of 12-inch distance from masonry surface and direction of stream perpendicular to the surface unless other working distances and angles of spray direction are approved by cleaning tests.

4. Keep spray stream moving across the masonry surface at a uniform rate at all times.

- a. Shut off flow before stopping motion at the end of a sweep, and begin the sweep motion before opening flow.
- b. Normal sweep motion is horizontal, side to side; however, a vertical pattern may be used where necessary.
- B. Low-Pressure Water Washing: 100 to 400 psi
  - 1. Hand-brush and scrape heavy grime prior to washing (see Section 3.01 B. above).
  - 2. Take a common garden hose and power-wash the face of the building, gradually increasing the water pressure as needed to sufficiently loosen the dirt.
  - 3. Allow to dry

END OF SECTION 44230

#### SECTION 071916 - WATER-REPELLENT SEALER

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Water based Silane/Siloxane water repellent sealer for limestone and granite stone exterior cladding.

#### 1.2 SUBMITTALS

- A. Comply with Section 01 3300.
- B. Product Data: Submit manufacturer's technical bulletins and MSDS on each product.
- C. Submit list of project references as documented in this Specification under Quality Assurance Article. Include contact name and phone number of person charged with oversight of each project.
- D. Quality Control Submittals:
  - 1. Provide protection plan of surrounding areas and non-work surfaces.

#### 1.3 QUALITY ASSURANCE

- A. Qualifications:
  - 1. Manufacturer Qualifications: Company with minimum 15 years of experience in manufacturing of specified products and systems.
  - 2. Manufacturer Qualifications: Company shall be ISO 9001:2000 Certified.
  - 3. Applicator Qualifications: Company with minimum of 5 years experience in application of specified products and systems on projects of similar size and scope, and is acceptable to product manufacturer.
    - a. Successful completion of a minimum of 5 projects of similar size and complexity to specified Work.
- B. Field Sample:
  - 1. Install at Project site or pre-selected area of building an area for field sample, as directed by Architect.
    - a. Provide mock-up of at least 25 square feet (2.3 sq.m) to include surface preparation, sealant joint, and juncture details and allow for evaluation of repellent performance and finish.
    - b. Conduct RILEM test on cured field sample. Allow product to fully cure 5 to 7 days before testing. Adjust application until required repellent performance is achieved.
    - c. Apply material in strict accordance with manufacturer's written application instructions.

- 2. Manufacturer's representative or designated representative will review technical aspects; surface preparation, application, and workmanship.
- 3. Field sample will be standard for judging workmanship on remainder of Project.
- 4. Maintain field sample during construction for workmanship comparison.
- 5. Do not alter, move, or destroy field sample until Work is completed and approved by Architect.
- 6. Obtain Architect's written approval of field sample before start of material application, including approval of aesthetics, color, texture, and appearance.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Comply with Section 01 6000.
- B. Comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- C. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Store in unopened containers in a cool, dry area. Keep material from freezing in the container; do not store below 35 degree F (2 degree C) or above 100 degrees F (43 degrees C).

#### 1.5 PROJECT CONDITIONS

- A. Environmental Requirements:
  - 1. Minimum application temperature is 40 degrees F (4 degrees C) and rising.
  - 2. Do not apply in rain or when inclement weather is expected within 12 hours. Do not apply below 40 degrees F (4 degrees C) or when temperatures are expected to fall below 40 degrees F (4 degrees C) within 4 hours.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

A. Subject to compliance with requirements, provide products from the following manufacturer:

BASF Corporation Construction Chemicals 889 Valley Park Drive Shakopee, MN 55379 Customer Service: 800-433-9517 Technical Service: 800-243-6739 Direct Phone: 952-496-6000 Internet: <u>www.master-builders-solutions.BASF.us</u> or equal.

- B. Substitutions: Comply with Section 01 6000.
- C. Specifications and Drawings are based on manufacturer's proprietary literature from BASF Construction Systems. Other manufacturers shall comply with minimum levels of material, color selection, and detailing indicated in Specifications or on Drawings. Architect will be sole judge of appropriateness of substitutions.

#### 2.2 MATERIALS

- A. A water-based, clear, silane/siloxane sealer designed to provide protection for split-faced, lightweight and standard CMU.
  - 1. Acceptable Product: MasterProtect H 185
- B. Water repellent material shall have the following minimum performance:
  - 1. Flash point: > 212 degree F (> 100 degree C) per ASTM D 3278.
  - 2. VOC content: < 2.50 lb/gl (< 300 g/L) per EPA Method 24.
  - 3. Water repellency in water absorption: 95 percent reduction in weight gain per ASTM C 140.
  - 4. Water repellency in leakage on block wall: 99 percent reduction in weight gain per ASTM C 514.

#### PART 3 - EXECUTION

#### 3.1 SURFACE PREPARATION

- A. Surfaces shall be clean and structurally sound. Remove all dust, dirt, paint, bitumens, efflorescence, oil, pollution deposits, and curing, forming, and parting compounds.
- B. Complete caulking, pointing, and restoration work before applying water repellent. Allow to cure.
- C. Protect plant life and surfaces to remain uncoated during application. Use drop cloths or masking as required.
- D. Using cardboard template, temporarily cover windows during application of sealer or follow requirements in Cleaning Article.

#### 3.2 APPLICATION

- A. Surface, air, and material temperatures shall be 40 degree F (4 degree C) or above prior to and during the application. Do not apply if rain is expected within 12 hours following application.
- B. Stir product thoroughly prior to and periodically during use. Do not dilute.
- C. Apply by low-pressure, non-atomizing spray starting from the bottom up.

- D. Apply a mist coat immediately prior to application to help break surface tension, ensuring maximum penetration of the sealer.
- E. Flood surfaces to saturation by applying from the bottom up with a controlled 8 to 10 inches (20 cm) material rundown to ensure maximum penetration into substrate.
- F. Provide 2 coat applications on stone. Application of the second coat shall proceed with a wet-on-wet application.

#### 3.3 CLEANING

- A. Clean equipment and tools with hot soapy water. Overspray can be cleaned immediately with hot, soapy water. Dried residue can be cleaned with citrus degreaser.
- B. Wipe windows with dampened cloth or sponge immediately following application of sealer.
- C. Clean up and properly dispose of debris remaining on Project site related to application.
- D. Remove temporary coverings and protection from adjacent Work areas.

#### 3.4 **PROTECTION**

A. Protect system from damage during construction

#### END OF SECTION 071916

#### SECTION 079200 - JOINT SEALANTS

#### 1 PART - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes joint sealants for the applications indicated in the Joint-Sealant Schedule at the end of Part 3.
- 1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:
- a. Joints and cracks at stone panels.
- b. Other joints as indicated.

#### 1.3 PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

#### 1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- E. SWRI Validation Certificate: For each elastomeric sealant specified to be validated by SWRI's Sealant Validation Program.

- F. Qualification Data: For Installer.
- G. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
- H. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
- 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
- 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- I. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- J. Warranties: Special warranties specified in this Section.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
- 1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

#### 1.6 **PROJECT CONDITIONS**

A. Do not proceed with installation of joint sealants under the following conditions:

- 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
- 2. When joint substrates are wet.
- 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
- 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.7 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
- 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
- 1. Warranty Period: 10 years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
- 1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
- 2. Disintegration of joint substrates from natural causes exceeding design specifications.
- 3. Mechanical damage caused by individuals, tools, or other outside agents.
- 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

#### 2PART - PRODUCTS

#### 2.1 MANUFACTURERS

A. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

#### 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

#### 2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Single-Component Neutral- and Basic-Curing Silicone Sealant ES-#1:
- 1. Available Products:
- a. Dow Corning Corporation; 790.
- b. GE Silicones; SilPruf LM SCS2700.
- c. Tremco; Spectrem 1 (Basic).
- d. GE Silicones; SilPruf SCS2000.
- e. Pecora Corporation; 864.
- f. Pecora Corporation; 890.
- g. Polymeric Systems Inc.; PSI-641.
- h. Sonneborn, Division of ChemRex Inc.; Omniseal.
- i. Tremco; Spectrem 3.
- j. Dow Corning Corporation; 791.
- k. Dow Corning Corporation; 795
- 1. GE Silicones; SilPruf NB SCS9000.
- m. GE Silicones; UltraPruf II SCS2900.
- n. Pecora Corporation; 865.
- o. Pecora Corporation; 895.
- p. Pecora Corporation; 898.
- 2. Type and Grade: S (single component) and NS (nonsag).
- 3. Class: 50 100/50.
- 4. Use Related to Exposure: NT (nontraffic).
- 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
- a. Use O Joint Substrates: Coated glass, color anodic aluminum, aluminum coated with a high-performance coating, galvanized steel, brick, granite, limestone, marble, ceramic tile, and wood.
- 6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.

#### 2.4 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

#### 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

#### 3 PART - EXECUTION

#### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
- 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
- a. Concrete.
- b. Masonry.
- 3. Remove laitance and form-release agents from concrete.
- 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
- a. Metal.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

#### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- 1. Do not leave gaps between ends of sealant backings.
- 2. Do not stretch, twist, puncture, or tear sealant backings.
- 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
- 1. Place sealants so they directly contact and fully wet joint substrates.
- 2. Completely fill recesses in each joint configuration.
- 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
- 1. Remove excess sealant from surfaces adjacent to joints.
- 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

#### 3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

#### 3.5 **PROTECTION**

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

#### 3.6 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application JS-#1: Exterior perimeter joints at Stucco System.

- 1. Joint Sealant: Single-component neutral- and basic-curing silicone sealant ES-#1.
- 2. Joint-Sealant Color: Match existing sealants color. Dow Corning 790.

END OF SECTION 079200

Attachment #1 Page 136 of 189

# Appendix A



Leon County Department of Public Works 2280 Miccosukee Road Tallahassee, FL 32308 Tel: (850) 606-1500 Fax: (850) 606-1501	Lane closure hours M-F 9am to 4pm, 6pm to 6am No closures on home FSU/FAMU football game weekends or any special events	
Work location:		
	: Work hours:	
Applicant Name:		
Address:Telep		
E-Mail Address:		
Note: For extension of this Ro Date of Road Closure to begin:	ad Closure, call (850) 606-1500	
Date of Road Closure to begin.	Scheduled completion date:	
<ul> <li>Check the Type of the Road Closure</li> <li>This a Lane Closure Request</li> <li>This a Full Road Closure less than 24 consecu</li> <li>This is a Full Road Closure equal to or longer</li> </ul>		
Department of Transportation	as an additional insured under the applicant's e or Advanced MOT certificate issued by Florida n the road closure zone if the work is related to a	
Special Conditions:		
1. The applicant agrees to repair any damages with work activities.	in the road closure zone as a result of the applicant's	
. All conditions and requirements in the Leon County Policy for Public Notification of Road Closing		

2. All conditions and requirements in the Leon County Policy for Public Notification of Road Closing and Road Closure Request Procedure apply to the permit.

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- 3. The surety amount for potential delay in re-opening the road will be determined based on the estimated construction cost. Leon County Public Works staff will notify the applicant of the surety amount once determined. The permit will be issued upon receipt of the surety when all other conditions are met.
- 4. All warning devices (cones, barricades, signs, etc.) must comply with design standards and shall be erected as directed in the Manual on Uniform Traffic Control Devices and /or the Florida Department of Transportation Roadway and Traffic Design Standards, and Standard Specifications for Roadway and Bridge Construction.
- **5.** Seven (7) days prior to any planned roadway closing, a sign, erected by the contractor, stating the date of closing, shall be erected at the limits of the construction on the roadway and at the major intersections of all roads inside the limits of activity on roadway.
- 6. Other Special Conditions as specified in the approved memo or letter.

#### Special attention shall be paid to the following items:

- Utilize flag persons, barricades, cones, or other warning devices as shown on the attached MOT Plan.
- Do not obstruct the view of any traffic signal, sign, or other traffic control device.
- Open excavations must be adequately protected at night with barricades and warning lights / or other devices, as required.
- Open excavations in pedestrian areas must be covered at all times with plywood or metal in addition to all other requirements.
- No equipment or debris shall remain in open traffic lanes or impede traffic at any time. Workers shall not at any time be located in open traffic lanes.
- Notify all affected residents of construction plans and approximately how long the area will be affected, especially if their access is impeded.
- $\clubsuit$  At least  $\frac{1}{2}$  of the street shall be open at all times, unless otherwise approved.
- Excavations must be back-filled or steel plated at night: the entire street is to be open and suitable to carry normal traffic at night, unless otherwise approved.
- Establish and maintain detour route as shown on attached sketch.
- \* Construct and maintain pedestrian walkway as shown on attached sketch.
- Sidewalk or parkway within the right-of-way may be closed on one side of the street at a time.
- All signs must be removed at the conclusion of the work. Signs, which remain in the street for a period of more than 12 hours after completion of construction, may be removed and stored by Leon County Operations Division. These signs will not be released to the owner until a labor / storage charge of \$5.00 per sign is paid to Leon County.

Other requirements:



Applicant:			Date:	
	SIGNATURE	PRINTED NAME		
Reviewed by:		Title:	Date:	
Approved by:			Date:	

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# LEON CO. COURTHOUSE EXT. STONE CLADDING CLEANING & SEALING

**BFB&S ARCHITECTS** 2074 CENTRE POINTE BLVD, SUITE 200 TALLAHASSEE, FL 32308 TEL: 850-224-6301 www.bfbsa.com

301 S. MONROE STREET TALLAHASSEE, FL 32301

24 SEPTEMBER 2021 CONTRACT DOCUMENTS

# **PROJECT DIRECTORY**

ARCHITECT

#### **GENERAL NOTES**

THE EXISTING OVERALL PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL EXISTING CONDITIONS.

2. BEFORE SUBMITTIG PROPOSAL FOR THE WORK, EACH BIDDER WILL BE HELD TO HAVE EXAMINED THE PREMISES AND SATISFIED HIMSELF AS TO THE EXISTING CONDITIONS UNDER WHICH HE WILL BE OBLIGED TO OPERATE AND COMPLETE THE WORK UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY IN THIS CONNECTION ON BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.

3. NORMAL OPERATIONS OF THE FACILITY SHALL CONTINUE DURING CLEANING AND SEALING OF STONE PANELS OF THE CONTRACTOR TO COORDINATE THE WORK WITH ALL SUBCONTRACTOR AND SEQUENCE THE WORK TO MINIMIZE INTERRUPTIONS TO NORMAL OPERATIONS OF THE FACILITY.

4. ALL PROPOSED INTERRUPTIONS TO OPERATIONS, SERVICES AND EQUIPMENT SHALL BE REVIEWED WITH AND APPROVED BY OWNER PRIOR TO STARTING SUCH WORK.

CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXIT WAYS CLEAR. WHERE AN EXIT MUST BE TEMPORARILY BLOCKED, CONTRACTOR SHALL PROVIDE THE REQUIRED BARRICADES AND DIRECTIONAL SIGNS FOR TEMPORARY EXITING AND SAFETY.

6. CONTRACTOR SHALL ERECT AND MAINTAIN ALL REASONABLE SAFEGUARDS FOR SAFETY AND HEALTH, INCLUDING POSTING DANGER SIGNS AND OTHER WARNING AGAINST HAZARDS, AS WELL AS PROMULGATING SAFETY REGULATIONS.

CONTRACTOR SHALL BE RESTRICTED TO AREAS SPECIFIED BY THE OWNER FOR ON SITE STORAGE OF MATERIALS. 8. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING

SURFACES, AND SHALL BE RESPONSIBLE FOR RETURNING ALL DISTURBED SOD AND REPAIR ALL DAMAGED AREAS (MATERIALS, FINISHES, LANDSCAPING, ETC.) EQUAL TO THEIR ORIGINAL CONDITION. SURFACES SHALL BE REPAIRED TO MATCH THE EXISTING ADJACENT UNDAMAGED SURFACES. 9. CONTRACTOR SHALL MAINTAIN A CLEAN WORK PREMISE AT ALL TIMES AND SHALL CLEAN CONSTRUCTION SITE OF ALL DEBRIS AT COMPLETION OF

THE JOB AND BEFORE FINAL PAYMENT IS MADE. 10. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WATER INTRUSION AND WATER DAMAGE TO THE BUILDING INTERIOR DURING CONSTRUCTION.

11. CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON MATERIAL AND LABOR ON CLEANING AND SEALING STONE. 12. JOINT SEALANT MANUFACTURERS TO PROVIDE 20 YEAR WARRANTY ON SILICONE SEALANT. STONE SEALER MANUFACTURER TO PROVIDE A 5 YEAR WARRANTY.

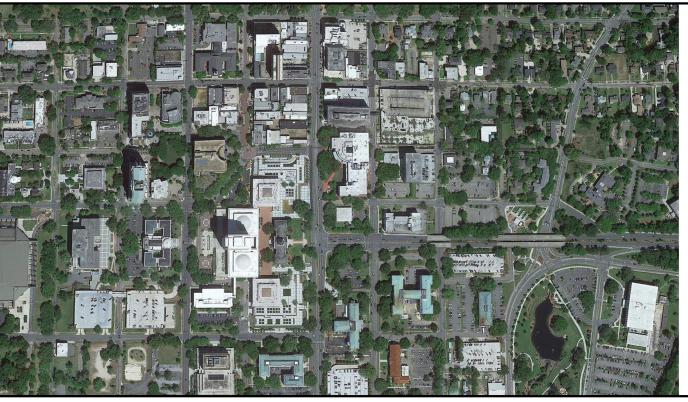
13. CONTRACTOR TO PROTECT LANDSCAPE MATERIALS AND ADJACENT BUILDING MATERIALS FROM OVERSPRAY OF CLEANING SOLUTION AND SEALER.

14. CLEAN ALL THE LIMESTONE AND GRANITE STONE PANELS WITH CLEANING SOLUTION PER MANUFACTURER'S DIRECTIONS. REPEAT CLEANING PROCEDURE IF STONE PANELS DO NOT COME CLEAN. 15. INSTALL WATERPROOFING SEALER ON LIMESTONE AND NON-POLISHED

GRANITE PANELS PER THE MANUFACTURER'S DIRECTIONS. POLISHED GRANITE STONE PANELS ARE NOT TO BE SEALED. 16. INSTALL SEALANT AT DAMAGED JOINTS BETWEEN STONE PANELS OR STONE PANELS AND OTHER BUILDING MATERIALS. INSTALL SEALANT AT CRACKED OR BROKEN STONE PANELS. SEALANT COLOR TO MATCH STONE PANEL COLOR OR EXISTING SEALANT COLOR.

17. CLEAN AND INSTALL SEALER AT STONE PANELS AT BUILDING, RETAINING WALLS, STAIR RAILS AND GUARD WALLS, LANDSCAPE WALLS, COLUMNS, BEAMS AND UNDER WINDOWS. CLEAN AND INSTALL SEALANT AT ALL MISCELLANEOUS STONE PANELS AT WALL VENTS, WINDOW AND DOOR SILLS, JAMBS AND HEADS.







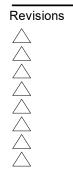
## LEON CO. COURTHOUSE STONE PANEL CLEANING & SEALING

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Project Code	Checked By:	DB

# Date CONTRACT

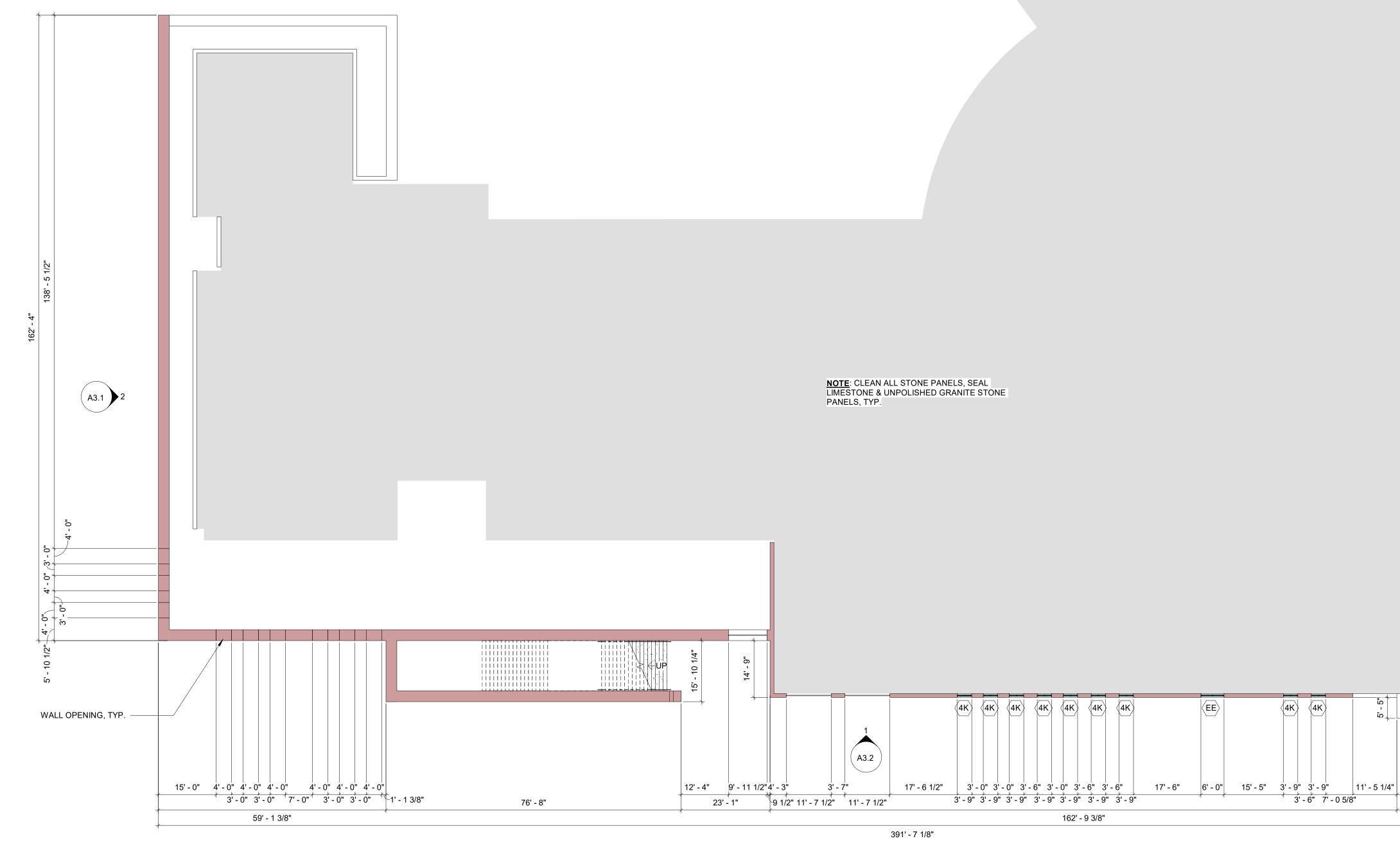
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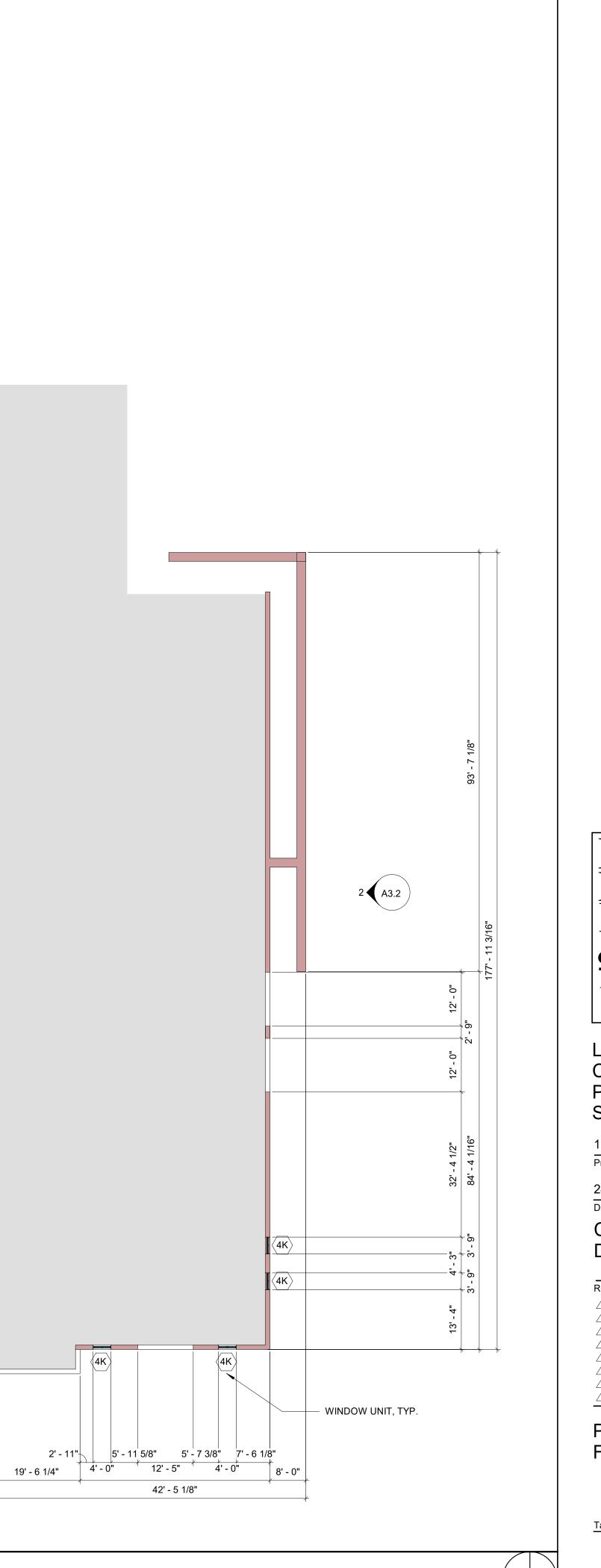
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#### PARKING LEVEL 81 1 A1.1 1/16" = 1'-0"

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**BARNETT FRONCZAK** B &SHU] **JER** A R C H I T E C T S 

LEON CO. COURTHOUSE STONE PANEL CLEANING & SEALING

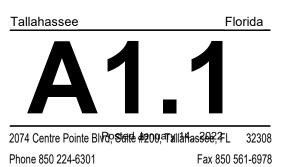
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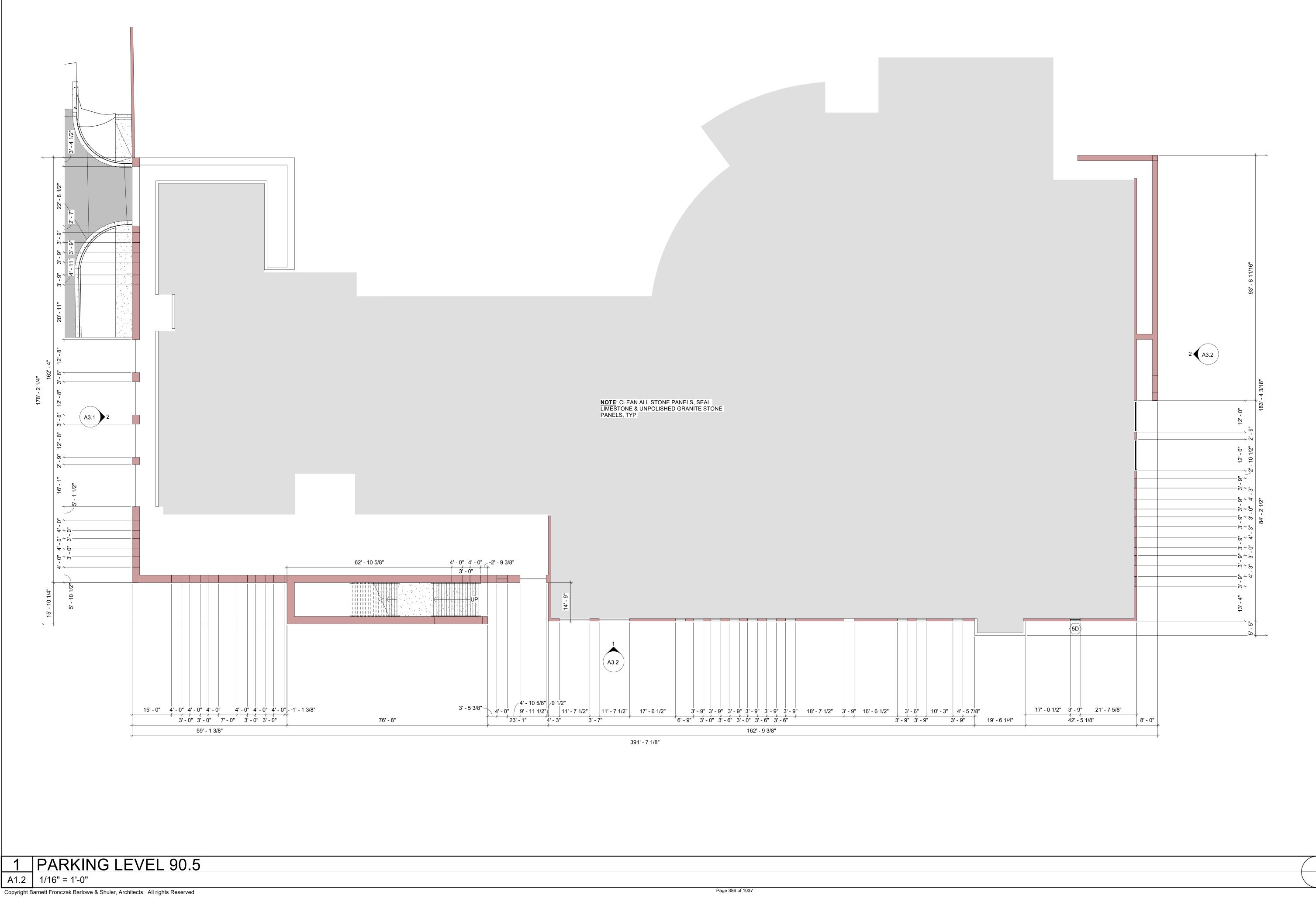
CONTRACT DOCUMENTS

Revisions 

PARKING LEVEL 81 FLOOR PLAN



NOTES



# 1 PARKING LEVEL 90.5

BARNETT FRONCZAK BARLOWE

A R C H I T E C T S

COURTHOUSE STONE

Drawn By:

Checked By: DB

PANEL CLEANING &

JM

Florida

Fax 850 561-6978

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& SHUI

LEON CO.

SEALING

24 SEPTEMBER 2021

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PARKING LEVEL

90.5 FLOOR PLAN

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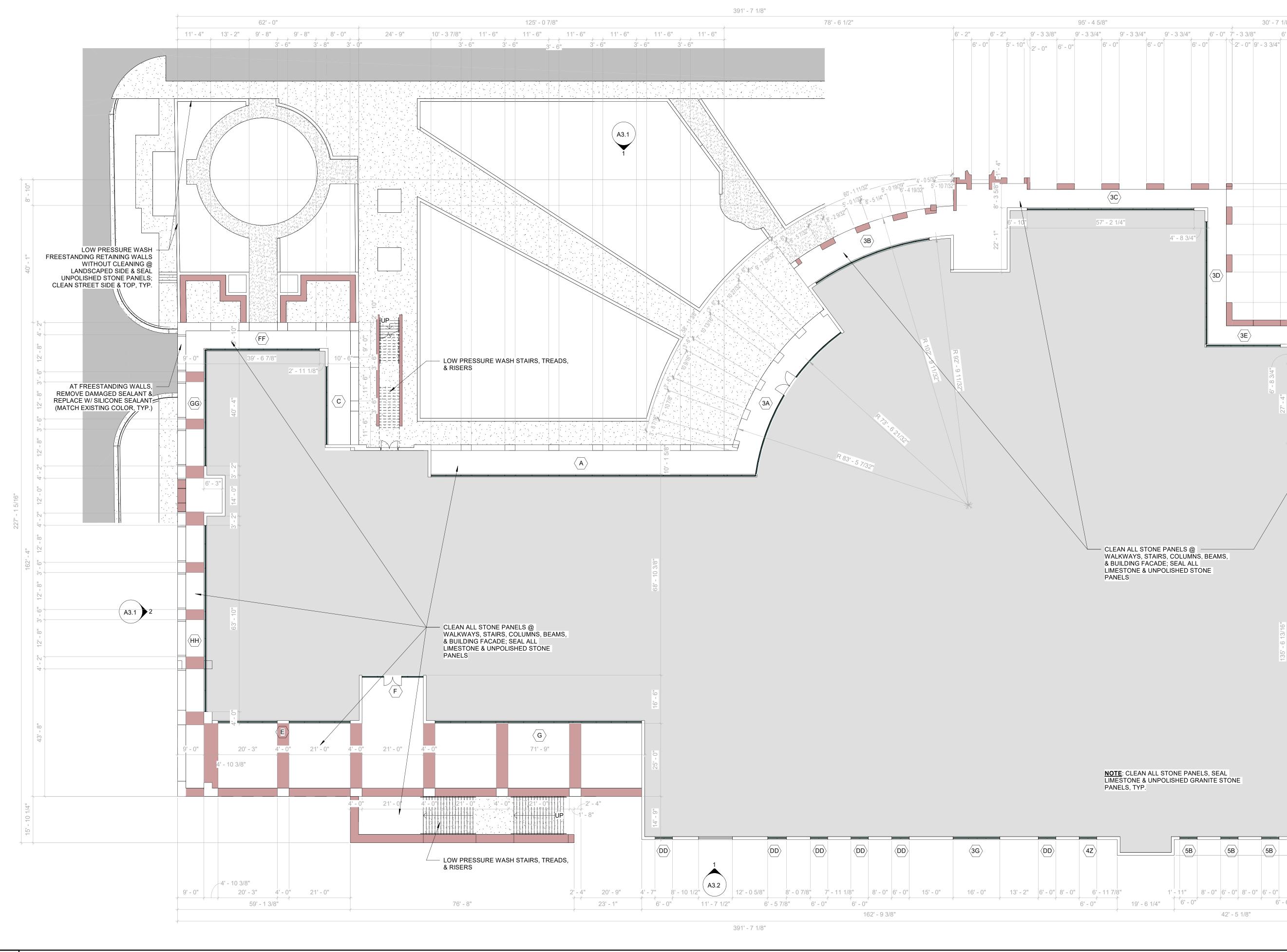
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Revisions

Tallahassee

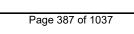
Phone 850 224-6301

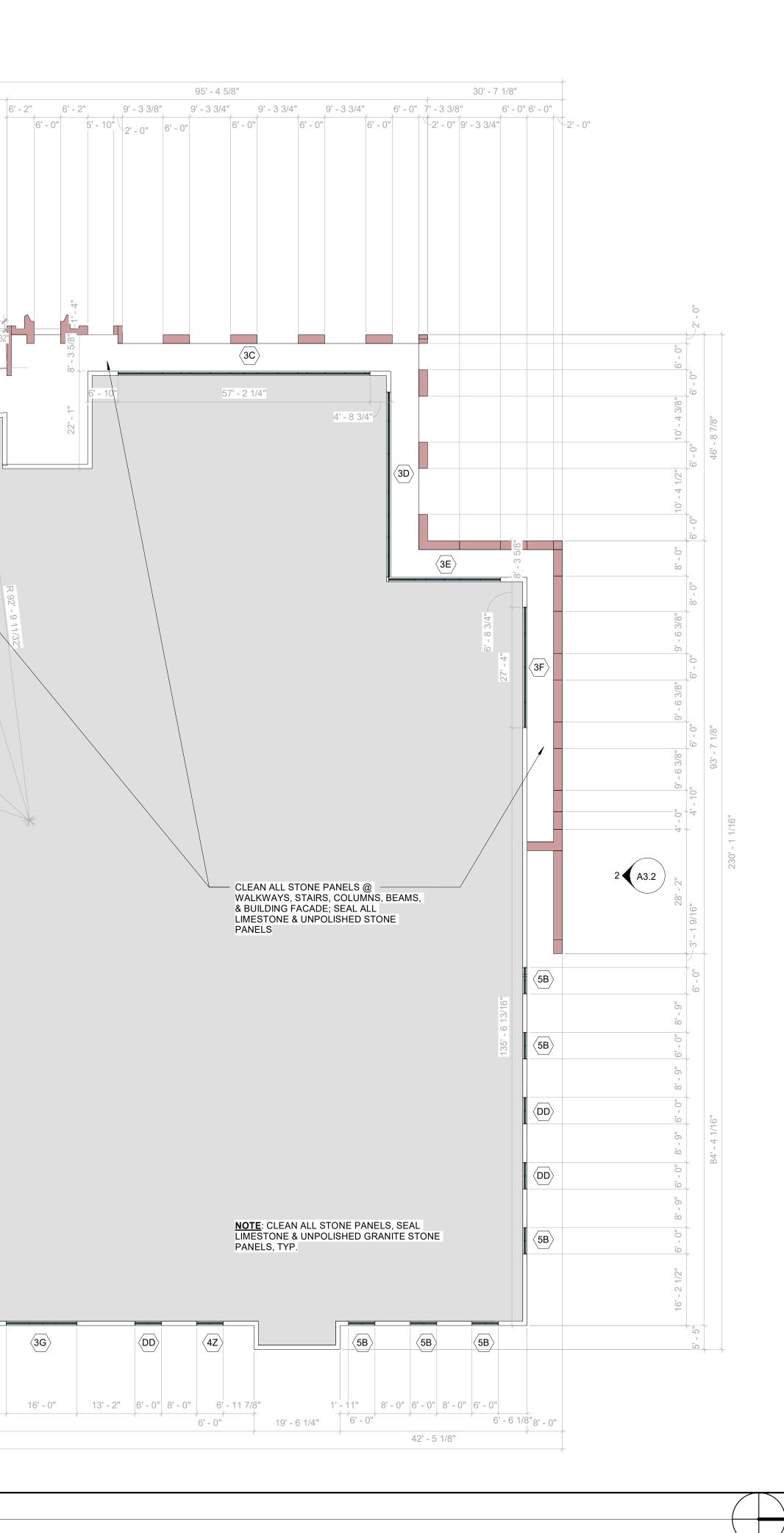
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# 1 PLAZA LEVEL 100 A1.3 1/16" = 1'-0"

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NOTES

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# COURTHOUSE STONE PANEL CLEANING & SEALING

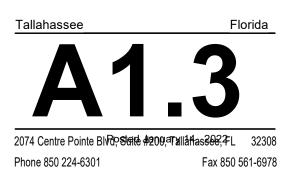
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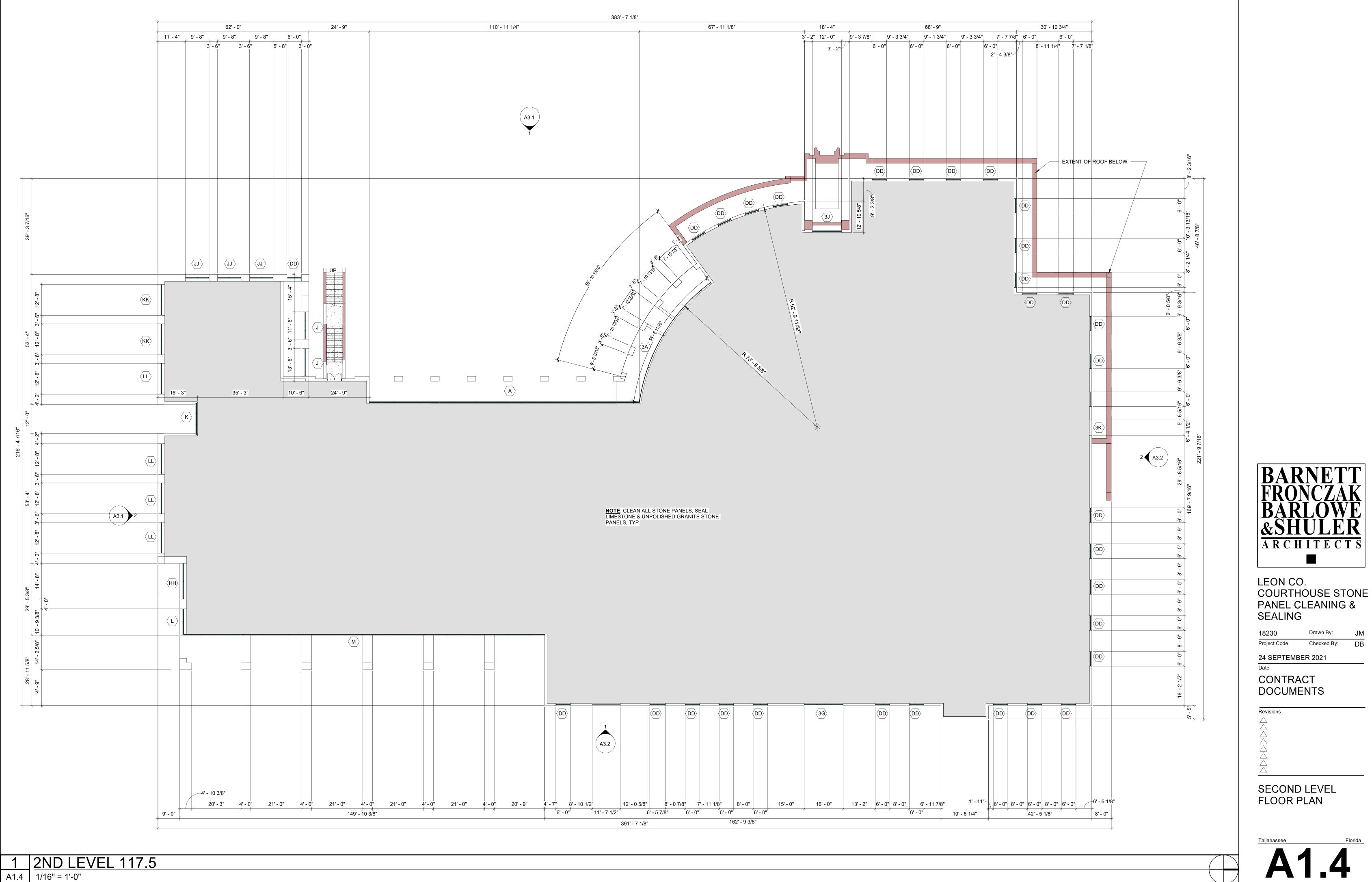
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PLAZA LEVEL FLOOR PLAN



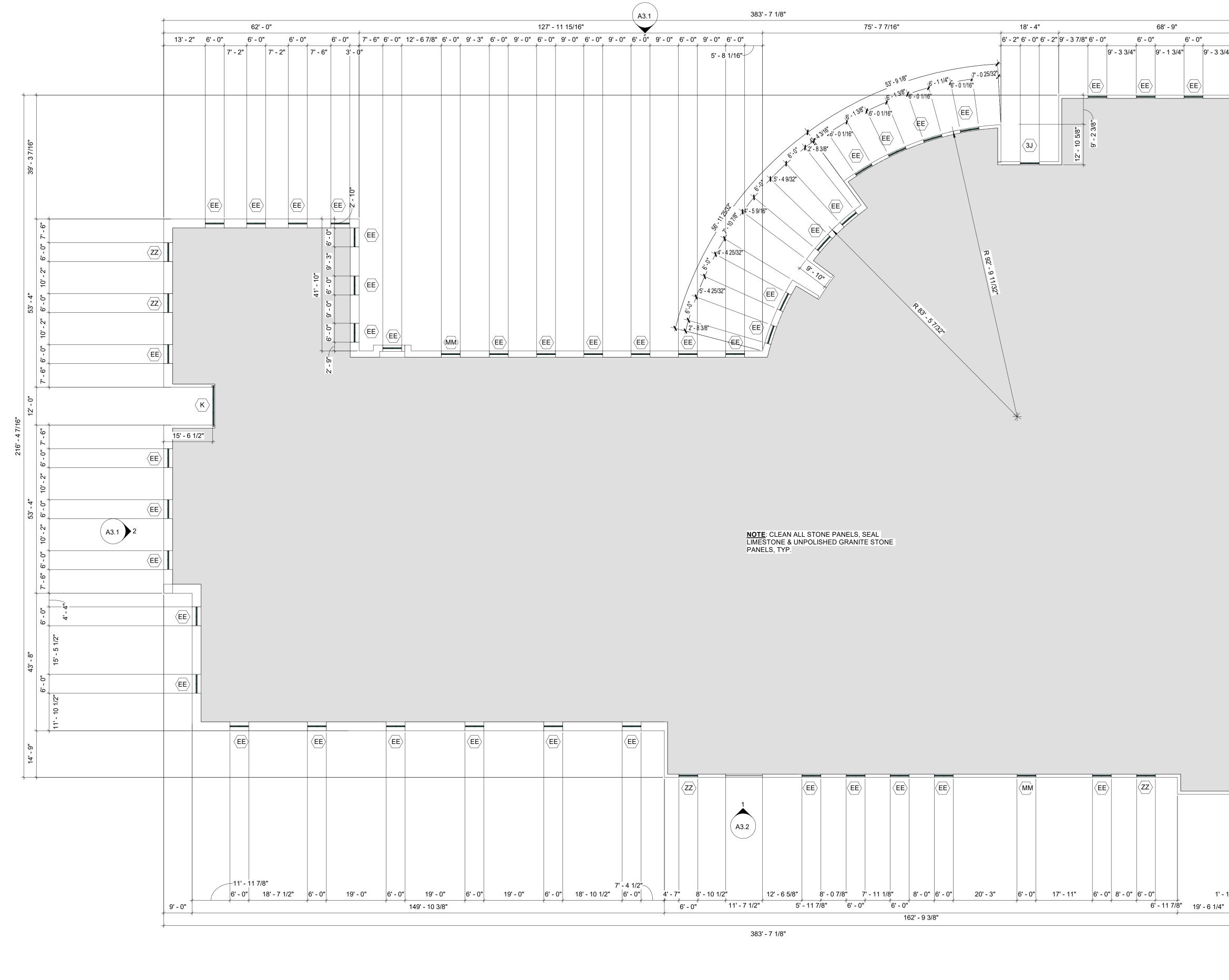


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2074 Centre Pointe BlvRp Strife #200, aTallaffas 302, 7 L 32308 Phone 850 224-6301 Fax 850 561-6978

JM

Florida



30' - 10 3/4" 6' - 0" 6' - 0" 9' - 1 3/4" 9' - 3 3/4" 7' - 7 7/8"/ 8' - 11 1/4" 7' - 7 1/8" 2' - 4 3/8" EE +EE (EE) EE EE EE ΈE ΈE ЗК 2 A3.2 - 0" 29' - 8 5 169' - 7 9/16" **BARNETT FRONCZAK** &SHU **EE** EE LEON CO. EE SEALING EE 24 SEPTEMBER 2021 Date CONTRACT DOCUMENTS -2 2 **EE** ັດ Revisions

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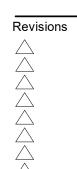
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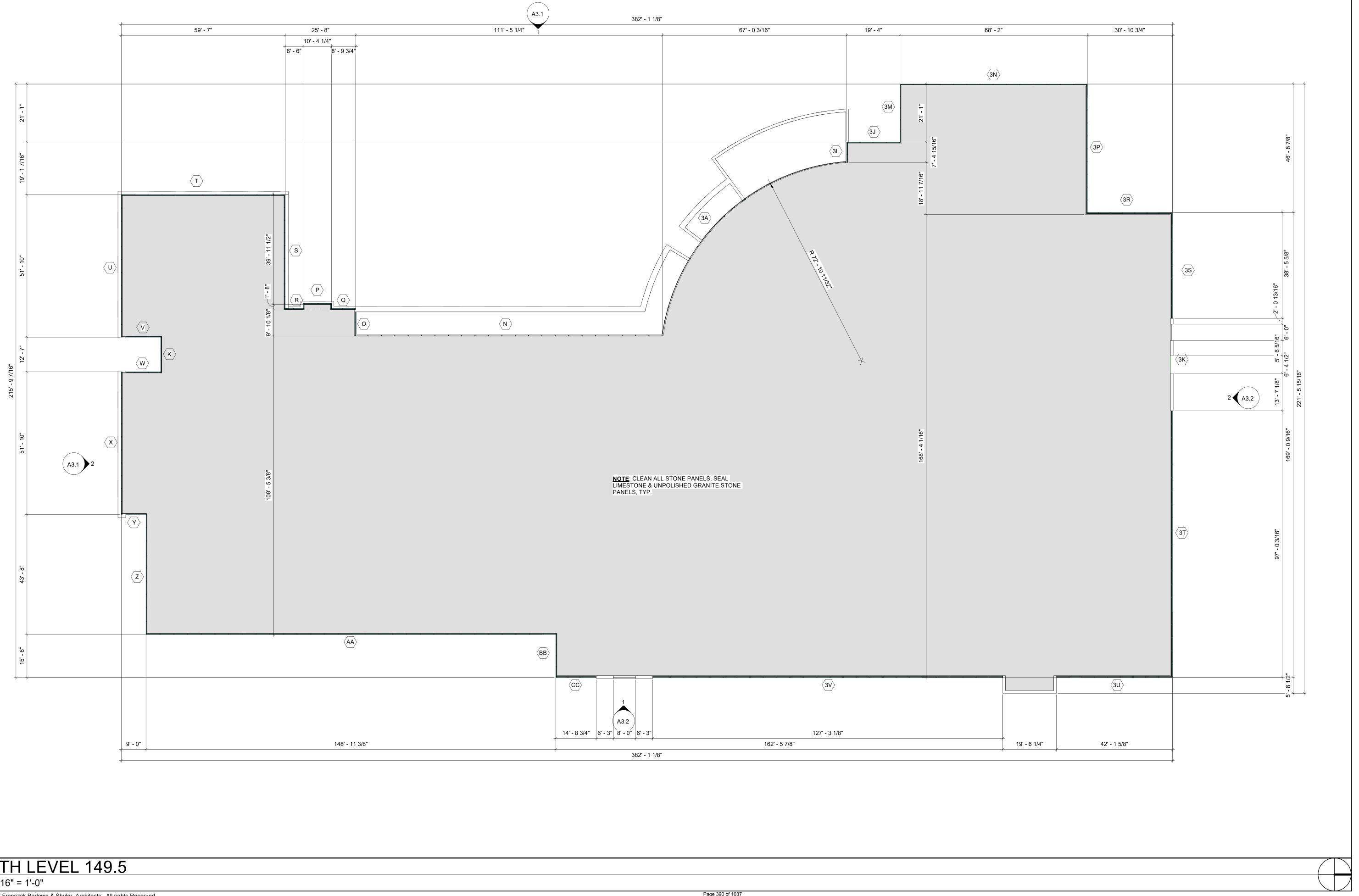
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THIRD LEVEL FLOOR PLAN





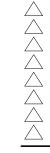
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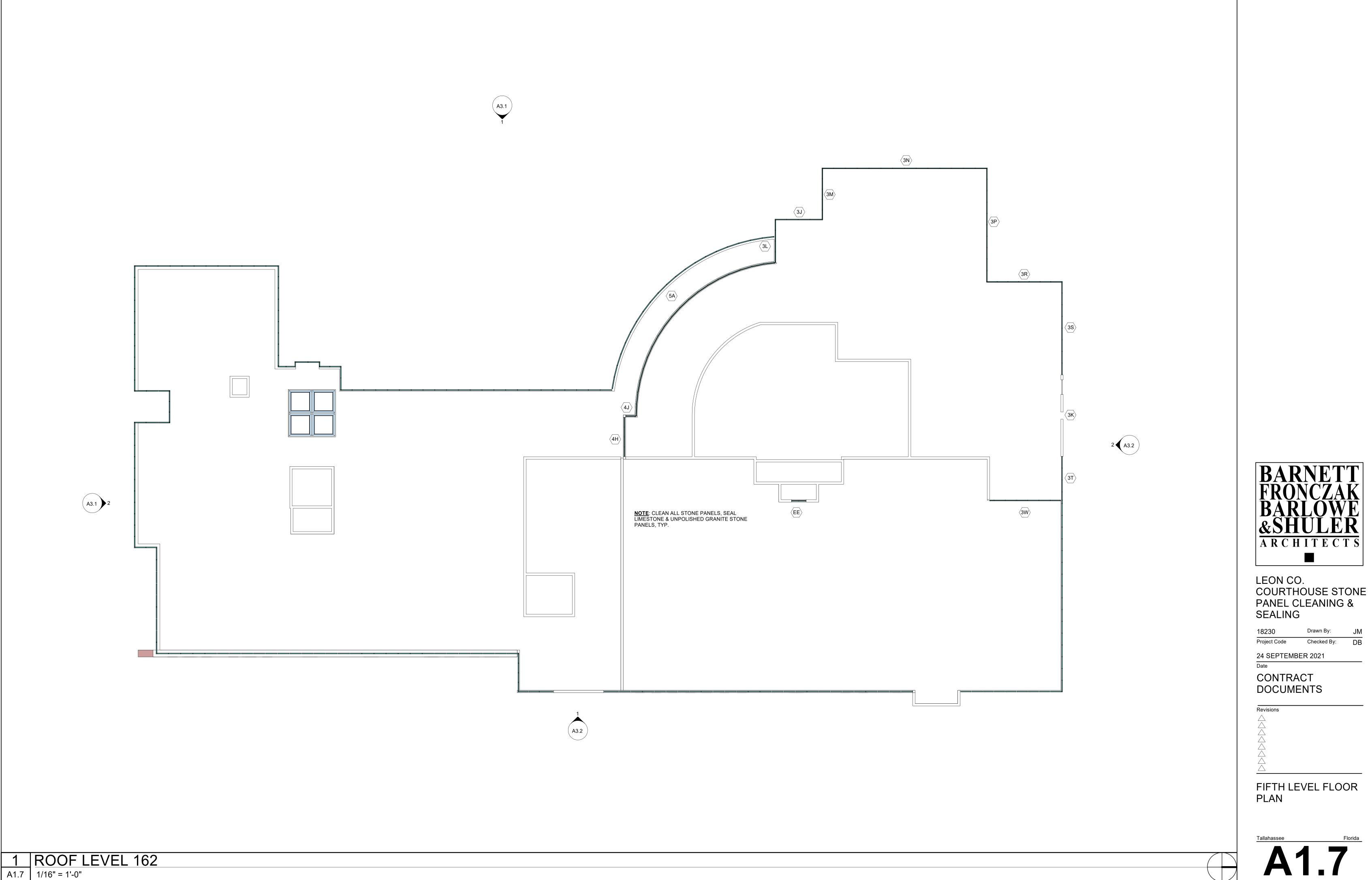
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FOURTH LEVEL FLOOR PLAN





**EXHIBIT A - SOLICITATION DOCUMENT** 

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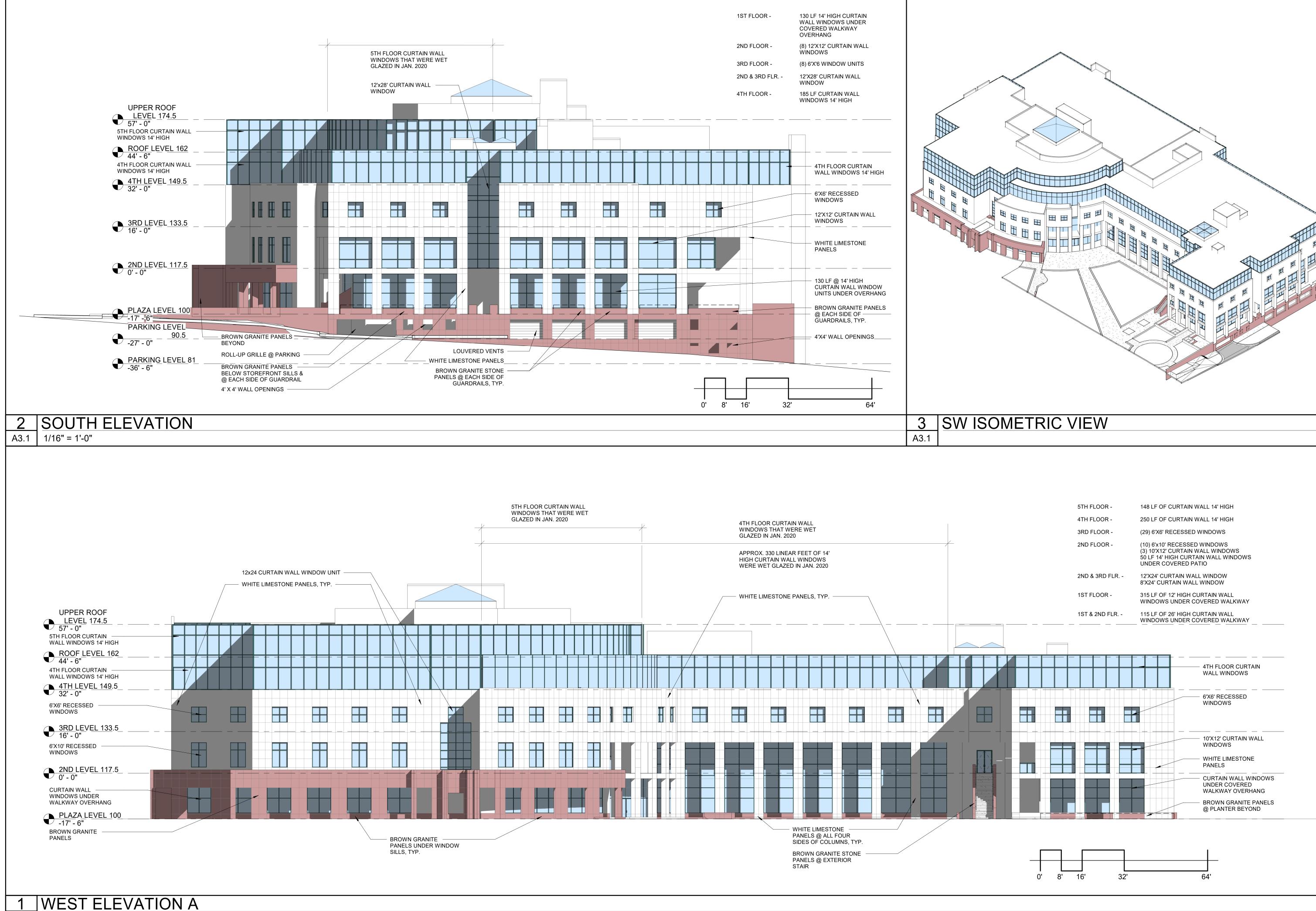
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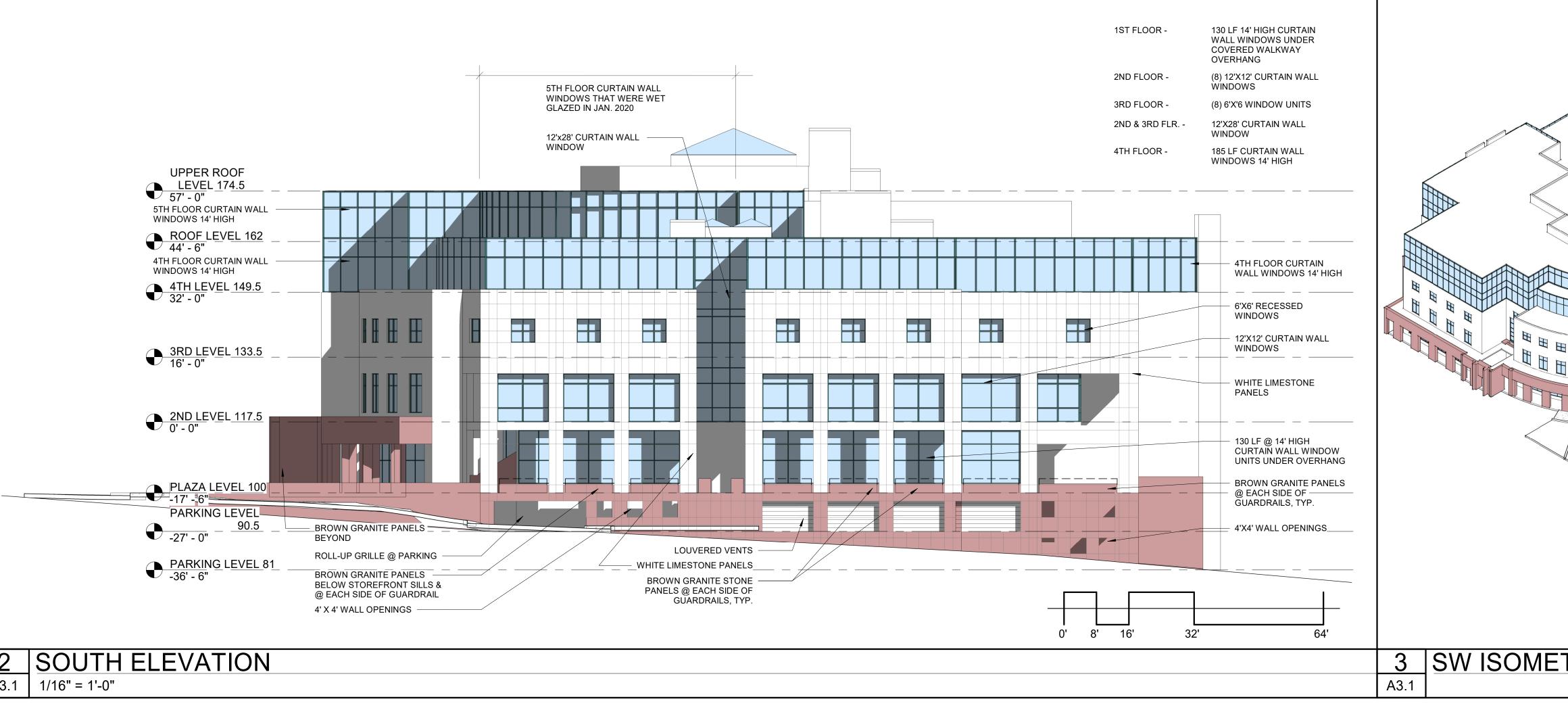
Fax 850 561-6978

2074 Centre Pointe BIVR, State #200, Tull&Has 202, FL 32308

Phone 850 224-6301

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ARCHITECTS

LEON CO. COURTHOUSE STONE PANEL CLEANING & SEALING

Attachment #1

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Revisions

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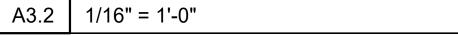
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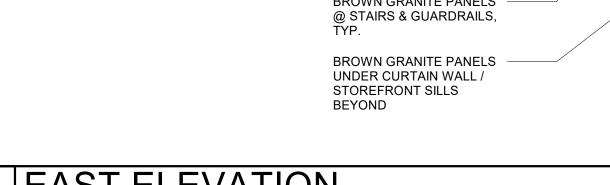
DOCUMENTS

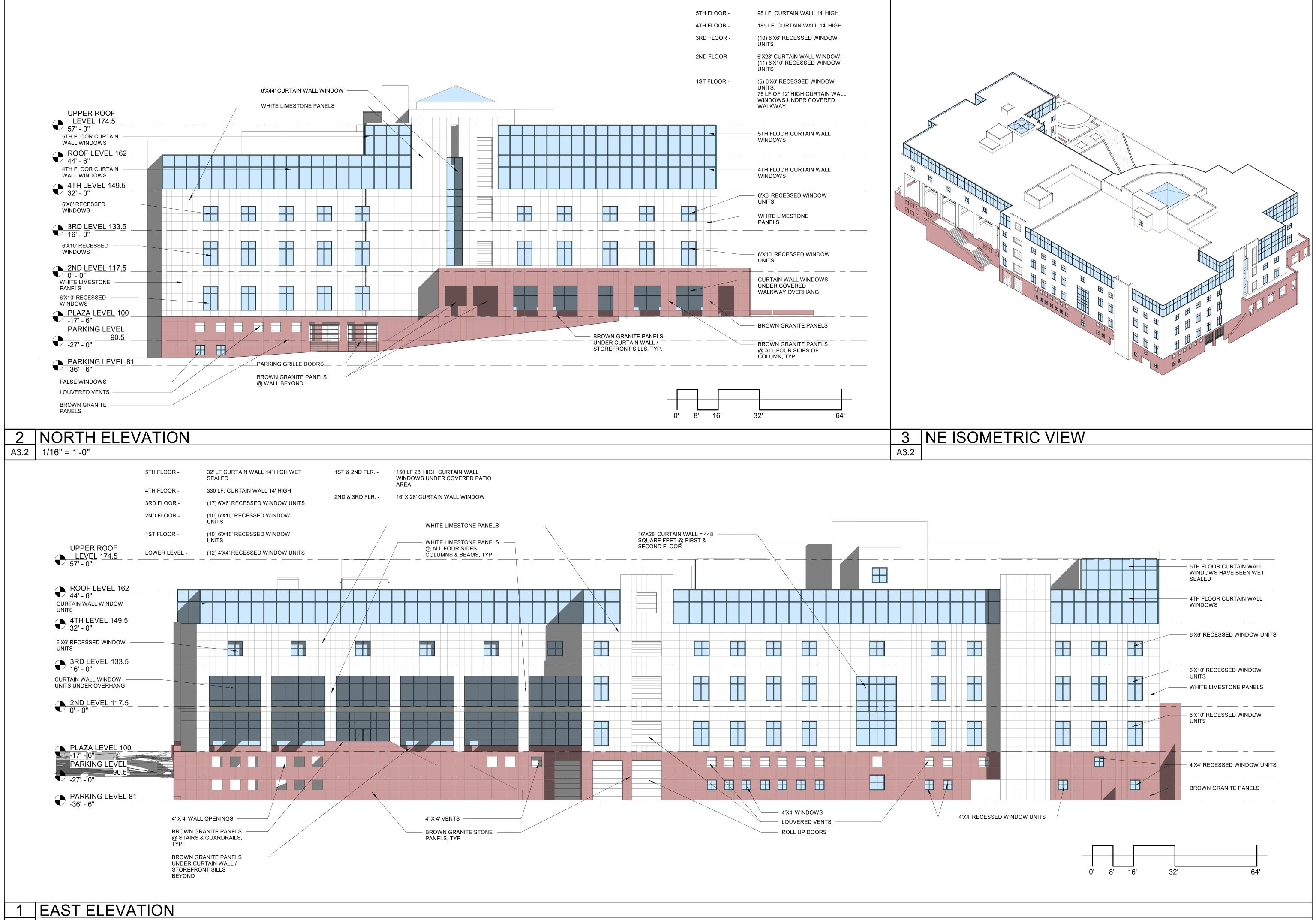
Project Code

24 SEPTEMBER 2021

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**EXHIBIT A - SOLICITATION DOCUMENT** 



# LEON CO. COURTHOUSE STONE PANEL CLEANING & SEALING

18230	Drawn By:	JM
Project Code	Checked By:	DB
24 SEPTEMBER 2021		

Date CONTRACT

# DOCUMENTS

Revisions  $\bigtriangleup$ 

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# BUILDING ELEVATIONS





Leon County Department of Public Works 2280 Miccosukee Road Tallahassee, FL 32308 Tel: (850) 606-1500 Fax: (850) 606-1501	Lane closure hours M-F 9am to 4pm, 6pm to 6am No closures on home FSU/FAMU football game weekends or any special events
Work location:	
Type of work:	
Applicant Name:	
	phone: Fax:
E-Mail Address:	
	Dad Closure, call (850) 606-1500
<ul> <li>This a Lane Closure Request</li> <li>This a Full Road Closure less than 24 consecu</li> <li>This is a Full Road Closure equal to or longer</li> </ul>	
Department of Transportation	y as an additional insured under the applicant's se or Advanced MOT certificate issued by Florida in the road closure zone if the work is related to a
Special Conditions:	
1. The applicant agrees to repair any damages with work activities.	nin the road closure zone as a result of the applicant's
	unty Policy for Public Notification of Road Closing

2. All conditions and requirements in the Leon County Policy for Public Notification of Road Closing and Road Closure Request Procedure apply to the permit.

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- 3. The surety amount for potential delay in re-opening the road will be determined based on the estimated construction cost. Leon County Public Works staff will notify the applicant of the surety amount once determined. The permit will be issued upon receipt of the surety when all other conditions are met.
- 4. All warning devices (cones, barricades, signs, etc.) must comply with design standards and shall be erected as directed in the Manual on Uniform Traffic Control Devices and /or the Florida Department of Transportation Roadway and Traffic Design Standards, and Standard Specifications for Roadway and Bridge Construction.
- **5.** Seven (7) days prior to any planned roadway closing, a sign, erected by the contractor, stating the date of closing, shall be erected at the limits of the construction on the roadway and at the major intersections of all roads inside the limits of activity on roadway.
- 6. Other Special Conditions as specified in the approved memo or letter.

#### Special attention shall be paid to the following items:

- Utilize flag persons, barricades, cones, or other warning devices as shown on the attached MOT Plan.
- ✤ Do not obstruct the view of any traffic signal, sign, or other traffic control device.
- Open excavations must be adequately protected at night with barricades and warning lights / or other devices, as required.
- Open excavations in pedestrian areas must be covered at all times with plywood or metal in addition to all other requirements.
- No equipment or debris shall remain in open traffic lanes or impede traffic at any time. Workers shall not at any time be located in open traffic lanes.
- Notify all affected residents of construction plans and approximately how long the area will be affected, especially if their access is impeded.
- $\clubsuit$  At least  $\frac{1}{2}$  of the street shall be open at all times, unless otherwise approved.
- Excavations must be back-filled or steel plated at night: the entire street is to be open and suitable to carry normal traffic at night, unless otherwise approved.
- Establish and maintain detour route as shown on attached sketch.
- \* Construct and maintain pedestrian walkway as shown on attached sketch.
- Sidewalk or parkway within the right-of-way may be closed on one side of the street at a time.
- All signs must be removed at the conclusion of the work. Signs, which remain in the street for a period of more than 12 hours after completion of construction, may be removed and stored by Leon County Operations Division. These signs will not be released to the owner until a labor / storage charge of \$5.00 per sign is paid to Leon County.

Other requirements:



# Leon County Road Closure Request

Applicant:			Date:	
	SIGNATURE	PRINTED NAME		
Reviewed by: _		Title:	Date:	
Approved by: _			Date:	

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### 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 **<<VENDOR NAME>>**, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below ("Effective Date"). 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 its services to the County to perform the Work related to Leon County Courthouse Stone Cleaning and Sealant Application set forth in: 1) Bid# BC-12-07-21-02, attached hereto and incorporated herein as Exhibit A; and 2) the Contractor's bid submission, attached hereto and incorporated herein as Exhibit B (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A or Exhibit B, the provision contained in this Agreement shall govern and control. The Leon County Courthouse Stone Cleaning and Sealant Application project is also sometimes referred to herein as the "Project."

# 2. <u>WORK</u>

Any Work to be performed shall be commenced only upon written notice to proceed provided by the County Administrator or his designee, which notice shall clearly set forth the commencement date of such Work ("Notice to Proceed").

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.

In their discretion, the Parties may negotiate for any related products or Work not specifically addressed herein, provided that this Agreement does not create any enforceable obligations regarding such products and Work.

# 3. <u>TIME AND LIQUIDATED DAMAGES</u>

The Work to be performed under this Agreement shall be commenced within fifteen (15) days of the Notice to Proceed. All Work to be performed under this Agreement shall be completed within seventy-five (75) consecutive days of the Notice to Proceed. If the Work to be performed under this Agreement is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500 per day.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of this Agreement time allowed, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

### 4. <u>TIME OF THE ESSENCE</u>

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

The term "Business Day" as it applies to a notice requirement or other such deadline in this Agreement, means any day occurring Monday through Friday, except when such day is deemed to be a Holiday. The term "Holiday" means any day observed as a holiday by the Leon County Board of County Commissioners pursuant BCC Policy 03-16, as may be amended, which, as of the Effective Date of this Lease, are the following days: New Year's Day, Martin Luther King Jr. Day, Florida Emancipation Day (May 20), Memorial Day, Independence Day, Labor Day, Election Day (first Tuesday after

the first Monday in November in even-numbered years), Veteran's Day, Thanksgiving Day, Friday After Thanksgiving Day, and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday.

# 5. CONTRACT SUM

The Contractor agrees that for the performance of the Work as outlined in Section 1 above, it shall be remunerated by the County for a total sum of **\$ XXXX.XX** on completion of the Work and acceptance as satisfactory.

# 6. <u>PAYMENTS</u>

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for Work. The Parties acknowledge and agree that the County, as a government owner of real property, is not subject to the Construction Lien Law of Chapter 713, Florida Statutes. Accordingly, the County shall not be required to sign and record the Notice of Commencement as referenced therein. Instead, as found by Florida courts, the protections afforded to materialmen and laborers under Chapter 713, Florida Statutes, relating to privately owned property, are adequately provided by either the contractor's execution and recording of a payment and performance bond as required by Section 255.05, Florida Statutes, relating to publicly-owned property or by the requirement of a retainage amount, as the case may be.

# 7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

A. The County Project Manager is:

Name:	Ken Cureton
Street Address:	2280 Miccosukee Road
City, State, Zip Code:	Tallahassee, Fl 32301
Telephone:	850-606-1523
E-mail:	curetonk@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:Ken CuretonStreet Address:2280 Miccosukee RoadCity, State, Zip Code:Tallahassee, Fl 32301

Telephone:	850-606-1523
E-mail:	curetonk@leoncountyfl.gov

- E. Proper Form for Invoice: All invoices shall be in the form of a numbered document with date of invoice; reference to the County purchase order number; itemized listing of all goods and Work being billed with unit prices and extended pricing; Contractor'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, and it shall be of no force and effect.
- F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under this Agreement.

# 8. <u>DISPUTES/REMEDIES</u>

- A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with Section 7(F) above.
- B. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
  - 1) The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
  - 2) Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
  - 3) If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
  - 4) Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
  - 5) If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) Business Days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

# 9. <u>STATUS</u>

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

# 10. INSURANCE

Contractor shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the 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 per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).
- 3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.
- 4) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- 5) 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 officients, 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, it officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in 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 the requirements stated herein.

# 11. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

# 12. LICENSES & REGISTRATIONS

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 of this Agreement 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 this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

# 13. 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 Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for the performance of such Work.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this Section 13. 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 untrue, 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.

### 14. ASSIGNMENTS

This Agreement shall not be assigned or sublet in whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the

County.

# 15. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated Contract Sum shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Contract Sum shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

# PUBLIC CONSTRUCTION BOND Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_\_, as Principal and \_\_\_\_\_\_ a corporation, as Surety, are bound to \_\_\_\_\_\_, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

# THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated , between Principal and Owner for construction of , the Agreement being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond.

DATED on this the day of , 20\_\_.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

# 16. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all claims, liabilities, damages, losses, costs, including, but not limited to, reasonable attorneys' fees, 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. 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 Contract Sum paid to the Contractor, and the promises and covenants herein, constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers, and employees.

# 17. 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 this 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 Subsection B above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. That persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine this 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: <u>KELLEYS@LEONCOUNTYFL.GOV</u>

# 18. MONITORING

The Agreement will require the Contractor to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and Work of the Contractor 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 Contractor a written report of its findings and will include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County; and (3) the termination of this Agreement for cause.

# 19. 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, in the County's opinion, the Work being performed is not satisfactory. In such case, the County may immediately terminate the Agreement effective upon mailing a notice of termination to the Contractor.

# 20. 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 Work independently.

# 21. 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.

# 22. UNAUTHORIZED ALIEN(S)

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

# 23. 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 (30) days of the Effective Date of this Agreement, 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 (60) days of the Effective Date of this Agreement or within sixty (60) 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 County 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 this Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform Work pursuant to this Agreement.
  - Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of this Agreement by Contractor to perform employment duties within Florida within three (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 this Agreement within sixty (60) days of the date of execution of this Agreement or within thirty (30) days of assignment to perform Work pursuant to this 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 this Agreement.

# 24. <u>NON-WAIVER</u>

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.

# 25. <u>DELAY</u>

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 this Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

# 26. <u>REVISIONS</u>

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 this Agreement, Contractor shall obtain the prior written consent of the County.

# 27. FORCE MAJEURE

If either of the Parties is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or Federal government (collectively "Force Majeure"), then the affected party shall be excused from performance hereunder during the period of inability to perform. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events related to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

# 28. SOVEREIGN IMMUNITY

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.

# 29. 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 no third party shall be entitled to assert a right or claim against either of the Parties based upon this Agreement.

# 30. 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.

# 31. CONSTRUCTION

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

### 32. 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.

### 33. <u>AMENDMENTS</u>

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.

# 34. 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.

### 35. JOINT PREPARATION

The Parties have jointly prepared this Agreement, and this Agreement shall not be construed more strictly against either of the Parties.

# 36. <u>COUNTERPARTS AND MULTIPLE ORIGINALS</u>

This Agreement may be executed in multiple originals and 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-12-07-21-02 Exhibit B – Contractor's Response to Solicitation #BC-12-07-21-02

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	< <vendor tbd="">&gt;</vendor>
Ву:	Ву:
Vincent S. Long County Administrator	
	Printed Name
Date:	Title:
	Date:
ATTEST:	
Gwendolyn Marshall, Clerk of the Court & Comptroller, Leon County, Florida	
BY:	
DATE:	
APPROVED AS TO LEGAL SUFFICIENCY: Chasity H. O'Steen, County Attorney Leon County Attorney's Office By: Date:	

# **BID RESPONSE SHEET**

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

Shelly W. Kelley Purchasing Director

Rick Minor, Chairman Board of County Commissioners

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

		OmniCon
		(Firm Name)
	Ву	P D-
	1	(Authorized Representative)
		(Authorized Representative)
		Rachel Rippee
		(Print or Typed Name)
	Address	6075 Miller Landing Cove
		Tallahassee, FL 32312
	Telephone	(850) 765-9510
	·	
	E mail Addrace	
	E-mail Address	rrippee@omniconcorp.com
ACKNOWLEDGEMENT:		
ACKINO WLEDGEIVIENT:		
Addendum #1		
Addendum #2		
Addendum #3		
—		

#### **EXHIBIT B - VENDOR RESPONSE**

# 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. No Pending Litigation Certification\*

As the person authorized to confirm this statement on behalf of this firm, I certify that this firm does not have any pending civil or administrative action against the Contractor brought by Leon County, not currently engaged in any dispute or controversy related to or arising out of the allegation that the contractor is in breach of any contract with Leon County. The Contractor has consulted with all subcontractors anticipated to be utilized in this project to determine if they are in compliance with the above requirements.

Confirmed

# 3. Human Trafficked Labor\*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

Confirmed

# 4. 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-2022-002), the Project Title (Leon County Courthouse Stone Cleaning and Sealant Application), 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.

内 Bid Bond.pdf

# 5. Payment and Performance Bond\*

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

Confirmed

# 6. Contractor Letter of Bondability\*

Submit a Letter of Bondability that states your company in good standing with a surety and has the capacity to bond 100% payment and performance for the amount of this project. The letter must be on Surety company letterhead.

♪ <u>Letter of Bondability.pdf</u>

# 7. Bid Response Cover Sheet with Signature\*

Attachment #1 Page 166 of 189 🗋 Pass 🦳 Fail

🗌 Pass 🗍 Fail

🗌 Pass 🗍 Fail

🗌 Pass 🗍 Fail

🗌 Pass 🦳 Fail

🗌 Pass 🦳 Fail

# 8. Additional Forms to Fill Out and Submit\* **EXHIBIT B - VENDOR RESPONSE**

Page 167 of 189 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 <u>Attachments</u> 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)
- Leon County Substitute Form W-9
- Forms\_for\_Solicitation.pdf
- Respondent\_&\_Team\_Summary\_Form.pdf

# PRICE TABLES

Line Item Description	Unit of Measure	Unit Cost
1 Total Bid	Job	\$340,609.00

# **RESPONDENT AND TEAM SUMMARY FORM**

RESPONDENT: OmniCon

SOLICITATION NUMBER: BC-2022-002

DATE: 12/7/2021

# **PROJECT TITLE:** Leon County Courthouse Stone Cleaning and Sealant Application

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.															
				Indicate the Category that Best Describes Each Organization Listed										es	
					on- /BE	C	Certif	ied N	IWBI	E			-Cert IWBI		
Firm Name (Prime and Subcontractor(s) or Subconsultant(s))	Vendor Phone & Email	Total Dollar Amount of Services	Scope of Work	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
OmniCon	(850) 765-9510 rrippee@omniconcorp.	<sub>com</sub> \$68,609	GC							<					
Marlin Coatings	(850) 224-1370 camp@marlincoatings.cor	\$272,000	Cleaning & Sealants	$\checkmark$											
	TOTAL	\$340,609													

Section B	ACKNOWLEDGEMENT (to be completed by the Respondent) Page 171 of 189				
I hereby certify th correct.	nat, as Respondent to this Solicitation	n, that the information provided	herein is true and		
OmniCon					
Name of Bidde	er/Respondent				
Raige	Q	12/7/2021			
Signature <sup>71</sup>		Date			
Rachel Rippee		Vice President			
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: OmniCon	
Signature: R Ayaper	Title:_VP
STATE OF <u>Florida</u> COUNTY OF <u>Leon</u>	
Sworn to and subscribed before me this ${f T}$ day of	Dec , 202!
Personally known	NOTARY PUBLIC
OR Produced identification	Notary Public - State of <u>Florida</u>
FL deciver's license (Type of identification)	My comm. Expires: 07 17 2023 NV Comm. Expires July 17, 2023 Printed, typed, or stamped commissioned name of notary PUB tamped commissioned name of notary
	THE UP WINN

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:	Rachel Rippee	-
Title:	VP	-
Firm:	OmniCon	-
Address:	6075 Miller Landing Cv, Tallahassee, FL	32312

Posted January 14,. 2022

# **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.

Rachel Rippee

Bidder's Signature

Vice President

Title

12/7/2021

Date

# CONTRACTOR'S BUSINESS INFORMATION

# **COMPANY INFORMATION**

Name: OmniCon					
Street Address: 6075 Miller Landing Cv					
City, State, Zip: Tallahassee, FL 32312					
Taxpayer ID Number: 81-3238564					
Telephone: 850-765-9510 Fax: 850-254-9809					
Trade Style Name: General Contractor					

# <u>TYPE OF BUSINESS ORGANIZATION</u> (check one)

	Sole Proprietorship		Limited Liability Company
General Partnership			Joint Venture
Limited Partnership			Trust
Corporation			Other (specify )
	Sub-chapter S Corporation		
State of Incorporation: Florida		Date Es	stablished:07/2016

# 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
Rachel Rippee	VP		rrippee@omniconcorp.com
David Rippee	President	850-509-8551	drippee@omniconcorp.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: David Rippee		
License Type: Certified General Contractor		
License Number: CGC 1524402 Expiration Date: 08/31/2022		
Qualified Business License (certificate of authority) number:		
Alternate Licensee:		
License Type:		
License Number:	Expiration Date:	

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

# LIST COMPANIES FROM WHOM YOU OBTAIN SURETY

# BONDS Surety Company 1

Company Name	McGriff Insurance
Contact-s Name	Chip Campbell
Telephone	850-933-1094
Fax	
Address	3375-B Capital Circle NE, Tallahassee, FL 32308

# Surety Company 2

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?
	🗆 Yes 🛛 🔨 No	🗆 Yes 🛛 🔨 No
	(If yes, please provided detailed information on reverse)	(If yes, please provided 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 7th DAY OF December , 2021.

By: <u>Rachel Rippes</u> Title:

Printed Name and Title:\_\_\_\_\_Rachel Rippee, VP

Ron DeSantis, Governor

Halsey Beshears, Secretary

Page 178 of 189

-lorida

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

# **CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1524402

# **EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Page 422 of 1037

Posted January 14,. 2022

### NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

- This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, 1. 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,

# OmniCon (Name of Corporation, Partnership, Individual, etc.) Corporation , formed under the laws of Florida (Type of Business) (State or Province)

of which he/she is Owner/VP (Sole Owner, partner, president, etc.)

- Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone 3. 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.

R.Ry	aper	VP	v.
AFFIANT'S	NĂME	AFFIANT'S TITL	E
Rachee	Ripper	-+-	
	JBSCRIBED TO BEFORE M	IE this 7 Day of Dec,	20 <u>21</u>
Personally Known	Or Produced		
Type of Identification	FL deriveris l	icense Aug	
	NINININININI	NOTARY PUBLIC	
	NUR OTARY	Print, Type or Stamp Commis	sioned Name of Notary Public)
	F. NO Expires	My Commission Expires:	117 2023
	My Continue July 17, 2023 No. GG 356086		
	ATE OF FLIN	Page 423 of 1037	Posted January 14,. 2022

# **INSURANCE CERTIFICATION FORM**

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

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



Commercial General Liability:	Indicate Best Rating: Indicate Best Financial Classification:	A A
Business Auto:	Indicate Best Rating: Indicate Best Financial Classification:	A
Professional Liability:	Indicate Best Rating: Indicate Best Financial Classification:	A A

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



Indicate Best Rating: A 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?



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:

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

Primary and not contributing coverage- General Liability & Automobile Liability

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

<u>Thirty days advance written notice of cancellation to County</u> - 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 equal Coverage will be placed, without exception  $\Box$ 

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

Name Rachel Rippee

Signature Rachel Ripper

Typed or Printed

Date 12/7/2021

Title Company Risk Manager (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 statues 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.

achel K

Signature

VP

Title

OmniCon

Contractor/Firm

1556 Spruce Avenue, Tallahassee, FL 32303

Address

#### **EXHIBIT B - VENDOR RESPONSE**

#### LOCAL VENDOR CERTIFICATION

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

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

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

Business Name: OmniCon	
Current Local Address: 6075 Miller Landing Cove	Phone: (850) 765-9510
Tallahassee, FL 32312	Fax: (850) 254-9809
If the above address has been for less than six months, please provide	the prior address.
1556 Spruce Avenue Tallahassee, FL 32303	
Length of time at this address: 5 years	
Home Office Address:	Phone:
Same as above	Fax:
Signature of Authorized Representative	12/7/21 Date
STATE OF <u>florida</u> COUNTY OF <u>Leon</u> The foregoing instrument was acknowledged before me this 7 <sup>th</sup>	day of December ,2021
By Rachel Rippee of	Omnicon ,20 21
(Name of officer or agent, title of officer or agent) acknowledging)	(Name of corporation
a <u><i>Florida</i></u> (State or place of incorporation) Corporation, on behalf of the con	rporation. He/she is personally known to me
or has produced <u>FL dociveris license</u>	as identification.
	Any
Return Completed form with supporting documents to:	Signature of Notary
	Print, Type or Stamp Name of Notary
Leon County Purchasing Division 1800-3 N. Blair Stone Road	Notovy Fubu C
1800-3 N. Blair Stone Road       Tallahassee, Florida 32308	GG 356086 Serial Number, If Any
Leon County Purchasing Division 1800-3 N. Blair Stone Road Tallahassee, Florida 32308	
Page 427 011037	Posted January 14,. 2022

- **Employment Eligibility Verification** 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) 1. 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.
- Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment 3. 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.
  - Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed a. during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to b. 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.

Rachel Rippee

Signature

12/7/2021

Date

DO NOT SEND TO
IRS - SUBMIT
FORM TO
REQUESTING
AGENCY

FCD 04/2016

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY EXHIBIT BS MENDOR RESPONSE

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION



MAIL COMPLETED FORM AND DOCUMENTS TO:

# CLERK OF CIRCUIT COURT & COMPTROLLER LEON COUNTY 301 S. Monroe Street #100 Tallahassee FL32301

PLEASE REFER TO FORM W9 INSTRUCTIONS FOR MORE INFORMATION

PART I: VENDOR INFORMATION			
${\bf 1}$ . Legal Business Name: (As it appears on the IRS Income Tax return IRS EIN	2 . If you use a DBA/Trade Name, please list below:		
records, CP575, 147C - or - Social Security Administration records, Social Security Card, certified Form SSA7028)			
3. Entity Type (Check only one),			
	_		
Individual / Sole Proprietor or single-member LLC	Government (Local, State, Federal)		
C Corporation	Tax-Exempt organization under IRC Section 501 C		
S Corporation	Limited liability company. Enter tax classification (C=Corporation, S=S		
Partnership	corporation, P=partnership		
Trust/estate			
4. 1099 Reporting: Services provided to the Board of County Commissioners Le	eon County by vendor, if not applicable skip:		
Health care or medical service Royalties			
Legal or attorney services Other			
Rental of Real Property			
PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXF			
1. Enter your TIN here (DO NOT USE DASHES)			
2. Taxpayer Identification Type (check appropriate box):			
Employer ID No. (EIN) Social Security No. (SSN)	N/A (Non United States Business Entity)		
PART III: ADDRESS			
1. Address:	2. Remittance Address, IF DIFFERENT:		
Address Line #1	Address Line #1		
Address Line #2	Address Line #2		
Address Line #3	Address Line #3		
City State Zip + 4 Code	City State Zip + 4 Code		
PART IV: CERTIFICATION			
Under penalties of perjury, I certify that:			
<ol> <li>The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), AND</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have <u>not</u> been notified by the Internal Revenue Service (IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND</li> <li>I am a U.S. Citizen or other U.S. person.</li> </ol>			
	require your consent to any provision of this ons required to avoid backup withholding		
Printed Name	Printed Title Telephone Number		
Signature $\mathcal{O}_{-}$	Email Date (mm/dd/yyyy)		
K (X) PORL			
PART V: DIRECT DEPOSIT (ACH) This is the County's prefe			
Warning: The Board of County Commissioners Leon County will not process Inte ever result in an IAT under National Automated Clearing House Association (NAG			
FILL OUT THIS SECTION OF THE FORM. Please provide a copy of a voided check o			
Include a voided check or letter from financial institution if requesting ACH pay	ments Type of Account Checking Savings		
1 5 1 7			
I acknowledge the IAT warning and authorize the Board of County Commissioners Leon County to initiate direct deposit of funds to the account and financial institution indicated, and to recover funds deposited in error if necessary in compliance with NACHA regulations.			
PART VI: OFFICE USE ONLY			
OFFICIAL / POC USE ONLY	CLERK OF COURT FINANCE DEPARTMENT USE ONLY		
BUSINESS UNIT DATE (mm/dd/yyyy) PHONE NO.			
POC (Print name) POC Initials Page	429 of 1037 Posted January 14,. 2022		

# Instructions for Completing this Form

This form substitutes for the IRS W-9 form. Complete this form if you will receive payment from the Board of County Commissioners Leon County for goods and services. To comply with the Internal Revenue Service (IRS) regulations regarding 1099 reporting, the Board of County Commissioners Leon County is required to collect the following information to be completed on the Substitute W-9 form. The information collected on this form will allow the Board of County Commissioners Leon County to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business and business type.

Check the appropriate box(s) that this form is to be utilized and fill in the corresponding section(s) indicated next to the box(s) checked.

# PART I: VENDOR INFORMATION

- 1. Legal Business Name Enter the legal name as registered with the IRS or Social Security Administration.
- 2. DBA/Trade Name Individuals leave blank. Sole Proprietorships: Enter DBA (doing business as) name. All Others: Complete only if business name is different than Legal Name.
- 3. Entity Type Check ONE box which describes business entity.
- 4. **1099 Reporting** Check the appropriate box that applies to the type of services being provided to the Board of County Commissioners Leon County. If the type of service is not specifically stated, then leave blank.

# PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

- 1. Taxpayer Identification Number Enter TIN with no dashes in the boxes provided
  - a. **TIN** is always a 9-digit number. Provide the Social Security Number (SSN) assigned by the Social Security Administration (SSA) or the Federal Employer Identification Number (FEIN) assigned to the business or other entity by the Internal Revenue Service (IRS).
- 2. TIN Identification Type Mark the appropriate box for the TIN provided above.

# PART III: ADDRESS

- 1. Address Where correspondence, payment(s), purchase order(s) or 1099s should be sent.
- 2. Remittance Address If different than Address
- **3.** Zip Code and Phone Number The 5 + 4 code will be required to be entered for all zip codes. If the last 4 digits are unknown, then 4 zeros (0) can be entered. Do not enter the "-" as part of the zip code. When entering the phone number, only enter the 10 digit number. Do not enter the "()" or "-" as part of the phone number.

### PART IV: CERTIFICATION

By signing this document you are certifying that all information provided is accurate and complete. The person signing this document should be the partner in the partnership, an officer of the corporation, the individual or sole proprietor noted under legal name above, or the government official for which the vendor account is established.

Identifying information is required of the person signing the form.

**PART V: DIRECT DEPOSIT (ACH)** We request that you elect to receive payments from the Board of County Commissioners Leon County through Automated Clearing House (ACH) direct deposit. Please provide a copy of a voided check or letter from financial institution with the banking information. Without one of the two items, ACH information WILL NOT be entered and you will need to resend the requested documents. Select the type of account being provided.

**I Acknowledge** Print name and sign to acknowledge the IAT warning and to authorize the Board of County Commissioners Leon County to initiate direct deposit of funds to your financial institution provided.

**Privacy Act Notice** Section 6109 of the Internal Revenue Code requires you to furnish your correct TIN to persons who must file information returns with the Internal Revenue Service.



3522 Thomasville Rd. 3rd Floor Tallahassee, FL 32309 850-385-2143

December 7, 2021

Leon County Board of County Commissioners 1800-3 N. Blairstone Rd. Tallahassee, FL 32301

RE: 21/22 Contractor Bonding Capacity Prequalification BC-2022-002; Leon Co. Courthouse Ext. Stone Cladding Cleaning & Sealing

To Whom It May Concern:

It has been my pleasure to handle the surety needs of Omnicon Corp. since their inception. Omnicon Corp. enjoys an excellent relationship with their surety, Westfield Insurance Company. Westfield Insurance Company is rated A XIV by A.M. Best Rating Service, is listed as acceptable on the Federal Register for single bonds up to \$128,468,000 and is licensed in the State of Florida.

Omnicon Corp. has established surety credit of \$2,500,000 for single projects with an aggregate capcity of \$5,000,000. The size and scope of the above referenced project can be handled within the existing surety credit available to Omnicon Corp. Should Omnicon Corp. be awarded any projects, at their request and subject to review of the contract documents, bond forms and standard underwriting information, we would be prepared to issue the necessary performance and payment bonds.

If you need any further information or documentation please do not hesitate to contact me.

Sincerely.

Benjamin R. Campbell Attorney-In-Fact for Surety

Bc/ks

#### Attachment #1 Page 188 of 189

# THE AMERICAN INSTITUTE OF ARCHITECTS

# AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT V	ME Omnicon Corp.		£		
1556 Spruce Ave.	Tallahassee	FL		32303	3
as Principal, hereinafter called the Principal, and $\underline{V}$	Vestfield Insurance C	ompany			
3522 Thomasville Road, Suite 300 Tallahassee	F	L	32309		
a corporation duly organized under the laws of the	State of		ОН		
as Surety, hereinafter called the Surety, are held an	nd firmly bound unto	Leon County Bo	ard of County Com	missione	ers
	1800-3 N. Blairsto	one Road	Tallahassee	FL	32301
as Obligee, hereinafter called the Obligee, in the su	Im of Five Percen	t of Amount Bid			
	Dollars	(\$ 5%	4		),
for the payment of which sum well and truly to be a executors, administrators, successors and assigns,				selves, (	our heirs,
WHEREAS, the Principal has submitted a bid for	BC-2022-002; Leon	Co. Courthouse	Ext. Stone Cladd	ing Clea	aning &
Sealing					

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this	7th	day of	December	, 2021
10			Omnicon Corp.	
K. ayan			(Principal)	(Seal)
Rachel Rippe	Vitness) A		By: Sum la D	
racine Riffe			David Ripple, Preside	nt (Title)
				State Country Marine
			Westfield Insurance Company	3 . · · · · ·
VAC E. C	e		(Surety)	(Seal)
and the second	itness)		By Buyek Fuell	The second
			Attomey-in Fact Benjamin R. Campbell	(Title)
				May 72121 - 5
AIA	DOCUMENT A3	10 . BID BOND .	AIA . FEBRUARY 1970 ED THE AMERICAN	· Ly issis

INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

#### **EXHIBIT B - VENDOR RESPONSE**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/05/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

# POWER NO. 0997622 00

Attachment #1 Page 189 of 189

# Westfield Insurance Co. Westfield National Insurance Co. **Ohio Farmers Insurance Co.** Westfield Center, Ohio

#### CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

BENJAMIN R. CAMPBELL, WILLIAM R. VAN LANDINGHAM, JOINTLY OR SEVERALLY

#### and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of TALLAHASSEE place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of .

# LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY: "Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability the Prevident and any such instruments so executed by any such Attorney. In East shall be as blocking upon the Company as its liability the Prevident and end atterted by the Company is Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." "Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any

power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of SEPTEMBER A.D., 2018.



County of Medina

On this 05th day of SEPTEMBER A.D., 2018 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.:



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 7th day of In Witness Whereof, 2021 December A.D.,



BPOAC2 (combined) (06-02)

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Posted January 14, 2022 11.

#### LEON COUNTY PURCHASING DIVISION BID TABULATION SHEET BC-2022-002

Attachment # 2 Page 1 of 1

#### Bid Title: <u>Leon County Courthouse Stone Cleaning and Sealant Application</u> Opening Date: <u>Tuesday, December 7, 2021 @ 2:00PM</u>

Item/Vendor	Omilicon	
Response Sheet with Manual Signature	$\checkmark$	
Respondent and Team Summary Form	$\checkmark$	
Affidavit Immigration	$\checkmark$	
Equal Opportunity/Affirmative Action Statement	$\checkmark$	
Identical Tie Bids	$\checkmark$	
Contractor's Business Information/Applicable Licenses/Registrations	$\checkmark$	
Non-Collusion Affidavit	$\checkmark$	
Insurance Certification	$\checkmark$	
Certification/Debarment	$\checkmark$	
Local Vendor Certification	$\checkmark$	
E-Verify	$\checkmark$	
Bid Bond/Guarantee	$\checkmark$	
Letter of Bondability	$\checkmark$	
Total Price	340,609	

Tabulated By: Solep

Jay Kirthing

# Leon County Board of County Commissioners

Notes for Agenda Item #14

# Leon County Board of County Commissioners

# Agenda Item #14

January 25, 2022

To:	Honorable Chairman and Members of the Board	/
From:	Vincent S. Long, County Administrator	Ê
Title:	Fiscal Year 2021 Annual Performance and Financia	l Report

During and American	Winnert C. Lange, Compter A lasticitation
<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Roshaunda Bradley, Budget Manager Eryn Calabro, Principal Management & Budget Analyst Jelani Marks, Senior Management & Budget Analyst Michelle Tipton, Senior Management & Budget Analyst Tiffany Fisher, Management & Budget Analyst Amy McClure, Management Analyst

# **Statement of Issue:**

This item seeks Board acceptance of the FY 2021 Annual Performance and Financial Report. The report provides a review of the financial and organizational performance of the County for FY 2021.

# **Fiscal Impact:**

This item has no fiscal impact.

# **Staff Recommendation:**

Option #1: Accept the FY 2021 Annual Performance and Financial Report (Attachment #1).

### **Report and Discussion**

### **Background:**

The Office of Management and Budget (OMB) prepares two financial reports annually for Board consideration: (1) a midyear report that identifies financial trends that are developing, and seeks guidance as required; and (2) a fiscal year-end report that provides a review of the financial and organizational performance of the County.

### <u>Analysis:</u>

Included in the Annual Performance Financial Report are the following sections:

### Program/Division Summary

The Program/Division section summarizes each program/division's activities for FY 2021, including highlights, progress towards the Board's Strategic Plan Bold Goals and Five-Year Targets, performance measures, and a financial and staffing summary.

#### Major Revenues

The Revenue Section summarizes and describes the County's major revenue receipts (unaudited) for FY 2021. These receipts are compared to the prior fiscal year's actual receipts and FY 2021 adjusted budget.

#### Expenditures

This table presents the FY 2021 adjusted budgets for each program, actual expenditures, and the dollar amount and percentage spent over/under the FY 2021 adjusted budget.

#### Fund Balance

This table compares the fund balances of each fund for the two prior fiscal years and provides the following analysis: 1) estimated fund balance for each fund; 2) appropriated fund balance; and 3) unreserved fund balance for FY 2022 (unaudited).

#### Capital Improvement Program

This section describes each capital improvement project in the County and provides the budgets and expenditures for FY 2021.

#### Grants Program

The Grants Program Section provides the FY 2021 budget and expenditure information for all County grants as well as a description of each grant.

#### *Comparative Data*

The Comparative Data Section provides a net budget, population, ad valorem tax collection, and staffing comparison between Leon County and other like-sized counties.

Title: Fiscal Year 2021 Annual Performance and Financial Report January 25, 2022 Page 3

# **Options:**

- 1. Accept the FY 2021 Annual Performance and Financial Report (Attachment #1).
- 2. Do not accept the FY 2021 Annual Performance and Financial Report.
- 3. Board direction.

# **Recommendation:**

Option #1

Attachment:

1. FY 2021 Performance and Financial Report



WE

RE

**FISCAL YEAR** 2020/2021

Leon County

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LEON

A

PEOPLE FOCUSED.

PERFORMANCE DRIVEN.

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HICKS

Us

Posted January 14,. 2022

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#### Leon County Fiscal Year 2021 Annual Performance and Financial Report

# County Administration Business Plan

The mission of Leon County Administration is to provide leadership and direction to County staff, to facilitate the implementation of Board priorities and policies, and to manage the operation of County functions to ensure the delivery of cost effective, and customer responsive public services.

#### Economy

Mission Statement

**Strategic Priorities** 

Strategic Initiatives

٠	EC1 – Do well-designed public infrastructure which supports business, attracts private investment and has long-term	
	economic benefits.	

- EC2 Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.
- EC3 Leverage university and community partnerships to increase entrepreneurial, technology transfer and commercialization opportunities.
- EC4 Grow our tourism economy, its diversity, competitiveness and economic impact.

#### **Quality of Life**

- Q3 Provide essential public safety infrastructure and services.
- Q4 Support and promote access to basic health and welfare services to our community members most in need.

#### Governance

- G1 Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.
- G2 Sustain a culture of performance and deliver effective efficient services that exceed expectations and demonstrate value.
- G3 Sustain a culture that respects, engages, and empowers citizens in important decisions facing the community.
- G4 Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices.
- G5 Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.
- Continue to work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration. (EC1, EC4)
   Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Programs State Personnel Universities. Complete (Oppoint)
- Tourism Impact Tax to include counties that are home to Preeminent State Research Universities Complete/Ongoing in order to levy a sixth cent to support the convention center and arena district. (EC4)
- Continue to pursue opportunities for workforce development, including:

   A.) Based upon the projected unmet local market for middle skill jobs, continue to host Leon Works Exposition in collaboration with community and regional partners and launch Leon County's Jr. Apprenticeship program. (EC2)
  - B.) Work with partners, such as The Kearney Center and Leon County Schools, to increase access to training programs, apprenticeships, and other programs promoting middle-skilled jobs. (EC2)
- 4. Evaluate sun setting the Downtown CRA and correspondingly evaluate the effectiveness of the Frenchtown/Southside CRA including the County's partnership with the City. (EC1, EC2) Complete
- 5. Continue to serve our seniors through programs and partnerships, including:
  - A.) As Florida's first Dementia Caring Community, support the Florida Department of Elder Affairs in the further development of the pilot program, provide enhanced paramedic training and engage local partners in making the County a more dementia-friendly community. (Q4)

Leon County Fiscal Year 2021 Annual Performance and Financial Report							
County Administration							
	6.	Alongside community partners, engage citizens of diverse backgrounds, education, and age on issues that matter most to them through the Citizen Engagement Series and Club of Honest Citizens. (G1, G3)	Complete/Ongoing				
	7.	Continue to Support Commissioner Desloge during his term as NACo President. (G1)	Complete				
	8.	In accordance with the Leon County Charter, convene a Charter Review Committee to review the Leon County Home Rule Charter and propose any amendments or revisions which may be advisable for placement on the general election ballot. (G5)	Complete				
	9.	Continue County sponsorship of employee's participation in the Certified Public Manager training. (G4)	Complete/Ongoing				
	10.	Seek opportunities for partnerships through NACo and FAC's enterprise programs. (G1)	Complete/Ongoing				
	11.	Continue to explore opportunities for efficiency and cost savings through intergovernmental functional consolidation where appropriate. (G5)	Complete/Ongoing				
	12.	Partner with Federal Alliance for Safe Housing (FLASH) to become the nation's first #HurricaneStrong county. (G1, G2)	Complete				
	13.	As part of Leon County's Citizen Engagement Series, conduct an annual "Created Equal" event to strengthen the County's commitment in tackling difficult subjects. (G1, G3)	Ongoing				
	14.	Continue to support Commissioner Maddox in his efforts to become Florida Association of Counties President. (G1)	Complete				
		Implement the recommendations of the Hurricane Irma After Action Report. (G2, G5)	Complete				
ives	16.	Develop and enhance communications strategies to inform citizens of the County's overall water quality and stormwater policies, as well as emergent issues impacting individual water bodies or ground water. (EN1)	Complete/Ongoing				
Strategic Initiatives	17.	Explore ways to promote and build upon Leon County's success in citizen engagement by identifying additional ways to increase the quantity and quality of citizen input opportunities. (G3, G1)	Complete				
ategic	18.	Develop an emergency management plan for controlled release of water at the C. H. Corn hydroelectric dam. (G2, G5)	Complete				
Str		Implement the recommendations of the Hurricane Michael After Action Report. (G2, G5)	Complete				
		Pursuant to the approved ballot initiative amending the County Charter, adopt an Ethics Ordinance by December 2019.	Complete				
		Implement text-to-911 in coordination with the Consolidated Dispatch Agency so that individuals in emergency situations may text 911 call takers. (Q3)	In Progress				
		Coordinate with community partners to implement training for parents and students on the safe use of online applications. (Q3, Q5)	Complete/Ongoing				
	23.	In coordination with community partners, celebrate the centennial of women's right to vote by conducting a multimodal public information/education campaign culminating with a special community event. (G3)	Complete/Ongoing				
	24.	Continue to pursue and position the County to accept and further advance local priorities to distribute additional CARES funding in support of individual assistance, small business assistance and vaccinations. (EC2)	Complete/Ongoing				
	25.	Relocate the proposed Northeast Park to the Welaunee area and support Blueprint accelerating the funding of the project in coordination with the Northeast Gateway project. (Q1)	Complete/Ongoing				
	26.	Implement targeted outreach and education to minority communities to encourage vaccinations. (Q4)	Complete/Ongoing				
	27.	Conduct the redistricting process as mandated by the Florida Constitution to ensure Leon County's Commission districts reflect the results of the 2020 Census. (G1)	In Progress				
	28.	In working with community partners, bring greater community awareness of Florida Emancipation Day (May 20th). (G3)	Complete/Ongoing				
	29.	Provide the Children Services Council a loan to support its initial operations. (G2)	Complete				

Leon County Fiscal Year 2021 Annual Performance and Financial Report						
County Administration						
	1.	County staff served on FSU's selection committee for a master plan consultant and the University has selected their consultant.	Strategic Initiatives			
	2.	Adopted the Tourism Impact Tax issue as part of the 2021 State and Federal Legislative Priorities Program.	Strategic Initiatives			
	3.	<ul><li>A.) Hosted the 2020 Leon Works Expo.</li><li>B.) Monthly participation in Career Luncheons at Leon County School's Success Academy at Ghazvini Learning Center.</li><li>C.) Partnership with CareerSource to the Junior Apprenticeship and Summer Youth programs.</li></ul>	Strategic Initiatives/ PLACE (OEV)/CMR/ HR			
	4.	Presented the amended CRA Interlocal Agreement.	Strategic Initiatives			
	5.	Continue to conduct a public education campaign to increase awareness of dementia and the available dementia services throughout the community.	CMR, EMS			
	6.	Continue to conduct a public education campaign to increase awareness of dementia and the available dementia services throughout the community.	Community & Media Relations			
	7.	Assisted Commissioner Desloge during the NACo 2017 Annual Conference.	Strategic Initiatives			
	8.	<ul><li>A.) Workshop on Establishment of a Citizen Charter Review Committee (CCRC)</li><li>B.) Presentation of the CCRC's Final Report and Board consideration of any proposed amendments.</li><li>C.) Public hearings for proposed charter amendments.</li></ul>	Strategic Initiatives/ County Attorney			
	9.	Continue to identify new employees biannually to participate in the Certified Public Manager Program.	Human Resources			
	10.	Leon County participates in the NACo's Live Healthy Program and U.S. Communities Government Purchasing Alliance, as well as utilizing NACo and FAC vendors for employee benefits. County Administration continues to regularly discuss and evaluate new opportunities for partnership through their respective enterprise programs.	Strategic Initiatives/ HR			
Actions	11.	<ul> <li>A.) American Rescue Plan Act (ARPA) Expenditure Plan.</li> <li>B.) Identify opportunities to partner with higher learning educational schools who offer skilled craft, paraprofessional and technical training.</li> <li>C.) Established a minimum living wage of \$14/hour effective October 1, 2021 for all Leon County employees.</li> </ul>	Strategic Initiatives/ HR/OFS/CMR			
	12.	Continue to partner with FLASH on the County's annual hurricane preparedness activities.	EM/CMR			
	13.	Hosted 2020 "Created Equal" Event Created Equal: 60th Anniversary of TLH Lunch Counter Sit-ins.	CMR			
		FAC Presidential Scholarship Award.	Strategic Initiatives/ CMR			
	15.	Presented report on the implementation of the Hurricane Irma After-Action Report and Preparation for the 2018 Hurricane Season.	Emergency Management			
	16.	Launched a multi-modal public information campaign to educate the public about LeonCountyWater.org and its features.	CMR			
	17.	Engaged a consulting firm to develop a community-wide survey that would be conducted during the planning year of every five-year Strategic Plan cycle.	CMR			
	18.	Brought an agenda item updating the Board on the emergency management procedure documented as an annex in the Comprehensive Emergency Management Plan.	Emergency Management			
	19.	Present a status update agenda item to the Board on the implementation of the Michael after-action report.	Emergency Management			
	20.	· · ·	CMR/Admin.			
		Technical infrastructure installation completed December 2020; training of CDA call takers happening in parallel, completed in early 2021.	Emergency Management			
		Scheduled posts on social media platforms encouraging residents to stay safe while using digital services at home.	CMR/Library			
	23.	Coordinated with league of women voters and supervisor of elections to engage in ongoing awareness campaign.	CMR			
	24.	Developed an expenditure plan for Leon County's direct allocation of approximately \$57 million in Coronavirus State and Local Fiscal Recovery Funds authorized by Congress in the American Rescue Plan Act.	Strategic Initiatives/ HSCP/PLACE (OEV)			

eon Co	unty Fiscal Year 202′	1 Annual Pe	erformance	and Finan	cial Report			
oun	ty Administra	tion						
25	<ul> <li>Presented agenda item reg Park.</li> </ul>	arding the sale a	and purchase o	f land to reloca	te the proposed	d Northeast	Admin./ORS/ 0	DFS
26	<ul> <li>Coordinate with the City of Schools, and other communi messaging/outreach metho available outlets in each org</li> </ul>	nity partners to ods. In additior	disseminate th n, this coordina	e campaign me ated effort wil	essage and define	ne targeted	CMR	
27	. Public Hearing to Adopt Red	districting Map					Administration	1
28	<ul> <li>Hosted a virtual Created Eq Council highlighting Florida Florida.</li> </ul>						CMR	
29	. Approval of interlocal agree	ement with the (	Children's Servi	ces Council of L	eon County.		Administration	1
Bold G	<u>Boal</u> : Implement 500 citizen id	eas, improveme	nts, solutions a	nd opportunitie	rs for co-creatio	n. (BG4)		
		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	
Citize	en Ideas Implemented <sup>1</sup>	107	100	90	144	79	520	
Target	:: Connect 5,000 students and	citizens to midd	lle-skilled job co	areer opportuni	ties. (T3)			
		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	
Stud	ents/Citizens Connected <sup>2</sup>	886	869	643	124	2,832	5,354	
<u>Strate</u>	<u>gic Target</u> : Achieve 90% emplo	oyee participatio	on in the County	y's "My Reward	ls" Well Being P	rogram. (T14)	1	
		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	
"My	Rewards" Participation <sup>3</sup>	88%	90%	90%	91%	90%	90%	
	<u>t</u> : 100% of employees are trai blace. (T16)			-	Γ	-	-	in th
Emn	loyees Trained <sup>4</sup>	FY 2017 10%	FY 2018 45%	FY 2019 100%	FY 2020 100%	FY 2021 100%	Total 100%	-
Notes 1. Sin exc 2. To and pro-	: ce FY 2017, staff have impler ceeds the five-year goal by 4% reach this Target, staff iden nual event with attendance ogram as well as the EMS inte	5. tified new oppo of approximate ernship program	ortunities to int ely 500-600 pe 1. However, due	eract with the ople. This inclue to the COVID-	community be uded the Leon 19 pandemic, b	yond the Leon Works Junion both the Leon	nWorks Expo, a r Apprenticeshi Works Expo an	in ip id
2,8 op 3. The be	nior Apprenticeship Program v 32 middle and high school str portunities over the last five e My Rewards Program is an in haviors. Employees who succ their annual health insurance	udents. As a res years, which exo ncentive-based essfully comple	ult, 5,354 stude ceeds the five-y wellness progra te the My Rewa	ents and citizens ear target by 79 im designed to ards Program ea	s were connect %. help employees ach calendar ye	ed to middle- participate in ar will receive	skilled job caree healthy lifesty a 2.5% discour	er le nt

annually as employees have until October 31st to complete the tasks/activities required for participation.

4. In FY 2019, Human Resources completed trainings for all existing Leon County Government employees. Human Resources will continue to provide these training to new employees.

\*The Board is anticipated to develop a new set of Targets and Goals at its January 2022 Retreat as part of the next strategic planning cycle.

#### **FY 2021 Annual Performance and Financial Report**

**DEPARTMENT** Administration **DIVISION** County Administration PROGRAM

County Administration

#### GOAL

The goal of County Administration is to provide leadership and direction to County employees, facilitate the implementation of Board priorities and policies and manage the operation of County functions to ensure the delivery of cost effective, customer-responsive public services within the bounds of available resources.

#### **PROGRAM HIGHLIGHTS**

- 1. Continued implementation of Leon County's FY 2017-FY 2021 Strategic Plan, including completion of 96% of the Strategic Initiatives included in the plan, with the remaining 4% currently in progress.
- 2. No change in either the Countywide Millage Rate of 8.3144 or the 0.5 EMS MSTU with an increase in property values of 6.8% Countywide.
- 3. Leon County Administration led the County's efforts to finalize the Leon CARES Expenditure Plan in FY 2021, which leveraged \$62.2 million in federal funding to address the community's greatest needs resulting from the pandemic. Through the Leon CARES Expenditure Plan, the County:
  - Assisted more than 4,900 households with past due rent, mortgage, and utility assistance;
  - Assisted more than 930 local business with unanticipated expenses or losses due to COVID-19, supporting the creation and/or retention of over 6,600 jobs;
  - Supported 120 local human services agencies which provided vital services to citizens affected by the COVID-19 pandemic;
  - Provided grants to more than 180 local nonprofit organizations to offset increased expenses or funding losses due to COVID-19;
  - Increased community-wide COVID-19 testing and contact tracing by supporting more than 50 mobile testing events serving 3,400 citizens and the hiring of 38 additional contact tracers, 43 school health monitors, and 4 epidemiologists;
  - Distributed 3.4 million meals to address food insecurity throughout the community;
  - Provided \$2.7 million to support improvements at four local homeless shelters;
  - Provided no-cost childcare for approximately 400 low-income essential worker households
- 4. Building on these efforts, in FY 2021 County Administration also developed and implemented an expenditure plan to distribute Leon County's allocation of \$57 million in Coronavirus State and Local Fiscal Recovery Funds under the federal American Rescue Plan Act (ARPA).
- 5. During FY 2021, the County was recognized for its leadership and innovation by the National Association of Counties (NACo), earning 7 more Achievement Awards for Leon County programs and initiatives.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-110-512

		FINANCIAL				STAFFING*			
		FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	-	Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel		1,267,585	1,270,912	1,248,749	Full Time	5.00	5.00	5.00	
Operating		23,568	20,233	30,877	OPS	0.00	0.00	0.00	
	TOTAL	1,291,153	1,291,145	1,279,626	TOTAL	5.00	5.00	5.00	

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION
Administration	Strategic Initiatives

**PROGRAM** Strategic Initiatives

#### GOAL

The goal of the Strategic Initiatives Division is to serve as a bridge from strategic planning to action implementation by ensuring alignment of organizational activities, initiatives, and culture with the overarching strategic vision and plan set forth by the Board of County Commissioners.

#### **PROGRAM HIGHLIGHTS**

- 1. Led the development and implementation of the Leon CARES Expenditure Plan, the County's American Rescue Plan Act Expenditure Plan, and the County's Emergency Rental Assistance Program, direct assistance to individuals experiencing financial hardship, a broad range of human service needs, and critical economic relief to the local business community.
- 2. Planned, developed and implemented the County's 2021 state and federal legislative priorities to seek funding for local projects and advance legislation that protects the County's local home rule authority.
- 3. Secured a state legislative appropriation to support the installation of a backup generator at the Leon County Health Department facility on Orange Avenue during the 2021 Legislative Session.
- 4. Partnered with organizations such as the Florida Association of Counties, Leon County's state and federal legislative delegations, the City of Tallahassee, institutions of higher education and others to identify shared issues and seek opportunities to leverage financial, technical and human capital to draw attention to community priorities at the federal, state and local levels.
- 5. Produced a pre-session update, end of session report and weekly briefings (Capitol Update) to keep the Board of County Commissioners and senior staff apprised of legislative developments that would impact the community during the 2021 Legislative Session.
- 6. Coordinated with members of the federal legislative delegation to submit Community Project Funding Requests seeking federal earmark funding for eligible County projects for consideration by U.S. House Appropriations Committee during the FY 2022 appropriation process.
- 7. Tracked and provided regular updates on legislative relief packages and policy action taken at the state and federal level in response to the coronavirus (COVID-19) pandemic and its associated economic, social and public health impacts.

Strategi	Strategic Plan Bold Goals and Five-Year Targets									
Reference	Measure	FY 2019	FY 2020	FY 2021						
	i i i i i i i i i i i i i i i i i i i	Actual	Actual	Actual						
BG4	Bold Goal: Implement 500 citizen ideas, improvements, solutions and opportunities for co-creation <sup>1</sup> .	90	144	79						
ТЗ	Strategic Target: Connect 5,000 students and citizens to middle skilled job career opportunities <sup>2</sup> .	643	124	2,832						

Notes:

1. Since FY 2017, staff have implemented 520 citizen ideas, improvements, solutions and opportunities for co-creation which exceeds the five-year goal by 4%.

2. To reach this Target, staff identified new opportunities to interact with the community beyond the LeonWorks Expo, an annual event with attendance of approximately 500-600 people. This included the Leon WorksJunior Apprenticeship program as well as the EMS internship program. However, due to the COVID-19 pandemic, both the Leon Works Expo and Junior Apprenticeship Program were cancelled during FY 2020. In FY 2021, a virtual LeonWorks Spring Preview was held for 2,832 middle and high school students. As a result, 5,354 students and citizens were connected to middle-skilled job career opportunities over the last five years, which exceeds the five-year target by 7%.

#### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G1	1. Percent of Commission Agenda packets and follow-ups disseminated within scheduled timeframe.	95%	95%	95%
G2	2. Percent of Citizens Connect comments and concerns successfully resolved.	87%	95%	90%
G2	3. Number of LEADS Listening Sessions conducted.	26	N/A	N/A

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The Commission Agenda packet and follow-up dissemination rate was 95% for FY 2021.
- 2. For FY 2021, 90% of Citizens Connect comments and concerns were successfully resolved and closed out.
- 3. LEADS Listening Sessions are held on a two-year cycle. Prior LEADS Listening Sessions were held in 2014, 2016, and 2018. In 2020, a total of 26 LEADS Listening Sessions were conducted.

# FY 2021 Annual Performance and Financial Report

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-115-513

		FINANCIAL				STAFFING			
		FY 2021	FY 2022	FY 2022		FY 2021	FY 2021	FY 2022	
	_	Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel		592,320	598,881	659,202	Full Time	7.50	7.50	7.50	
Operating		215,959	200,952	238,703	OPS	0.00	0.00	0.00	
٦	TOTAL	808,279	799,833	897,905	TOTAL	7.50	7.50	7.50	

# FY 2021 Annual Performance and Financial Report

DEI	PARTMENT	

Administration

**PROGRAM** Community & Media Relations

#### GOAL

The goal of the Leon County Community & Media Relations (CMR) Division is to proactively facilitate the accurate, effective, timely and consistent flow of public information to internal and external parties of interest, provide community outreach, and serve as the County's liaison with media partners.

#### **PROGRAM HIGHLIGHTS**

- 1. Continued to enhance the community's access to Leon County Government and promote transparency and accountability.
- 2. Increased education about and access to the COVID-19 vaccine and testing sites through the Leon County Vax Map, which has been viewed over 25,000 times by citizens.
- 3. Continued to work with County staff to accurately respond to public records requests in a timely manner.
- 4. Provided accurate and timely information to the public by working with media partners in print, television, radio, and online.
- 5. Communicated disaster preparedness information to help citizens prepare for hurricane season and other disasters through updating and distributing 20,000 copies of the 2021 Leon County Disaster Survival Guide.
- 6. Continued to provide the public with real-time news updates on the County's digital media subscription service GovDelivery to over 75,000 subscribers.
- 7. Prepared and issued approximately 200 news advisories, releases and public notices detailing County activities and facilitated nearly 50 press conferences, community meetings and events, many conducted virtually due to the COVID-19 pandemic.
- 8. Continued to provide the public accurate and timely information through the County's award-winning Emergency Information Portal (EIP) website and Citizens Connect Mobile App.
- 9. Maintained and grew Leon County's Facebook, Twitter, Instagram, LinkedIn, Pinterest and YouTube accounts, totaling more than 60,000 followers on all platforms, a nearly 15% increase over last year.
- 10. Coordinated with local, state and community partners to educate and vaccinate the public.
- 11. Provided timely, relevant and accurate emergency information to the public across all available public information channels. Critical public health messages have been seen, read, and heard more than 30 million times across every available public information platform.
- 12. Provided 100+ daily operational updates and 50+ news releases and community updates.
- 13. Coordinated weekly conference calls with the Joint Information Center, made of key partners, the Leon County Health Department, and provided communication materials for cohesive messaging and reinforcement of health expert guidance.
- 14. Launched the County's biggest public information campaign to date for Leon CARES to educate and inform citizens about local assistance made available through the federal CARES Act.

#### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G1, G3	<ol> <li>Number of news advisories, releases, and notices detailing County activity.</li> </ol>	300	400	357
G1, G3	2. Number of press conferences, community meetings and events.	84	100	92
G3	<ol> <li>Number of participants in Citizen Engagement Series and Club of Honest Citizens.</li> </ol>	1,500	2,000	2,900
G5	4. Annual Report distribution.	1,650	1,650	1,650

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The FY 2021 estimate is associated with the average number of advisories and releases detailing County activity. Due to the continuing COVID-19 pandemic, event news release and advisories remained below the average.
- 2. The FY 2021 estimate is the average number of conferences and meetings held over the past four years, including years with hurricane activity. The 2021 actual reflects a decrease in events due to the COVID-19 social distancing requirements.
- 3. Actuals reflect participation related to the added events such as more Club of Honest Citizens events each year. The increased participation is a result of the FY 2021 Created Equal being held online and across the state.
- 4. Annual Report video and hard copy distribution remained constant.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-116-513

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
<u> </u>	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	437,981	416,520	517,933	Full Time	6.00	6.00	7.00
Operating	314,1358	231,251	317,597	OPS	0.00	0.00	0.00
Transportation	1,407	622	1,380				
TOTAL	753,526	648,393	836,910	TOTAL	6.00	6.00	7.00

\*During the FY 2022 budgeting process, the Board approved the reclassification of a vacant Library Services Specialist position to Community & Media Relations (CMR).

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Administration	Emergency Management	Emergency Management

#### GOAL

To protect our community by coordinating and integrating all activities necessary to build, sustain, and improve resilience so as to mitigate against, prepare for, respond to and recover from manmade or natural disasters.

#### **PROGRAM HIGHLIGHTS**

- 1. Emergency Management directs the Emergency Operations Center (EOC) to plan for and coordinate disaster response activities.
- Activated the EOC to coordinate the response to COVID-19 for over 500 continuous days and counting of activation, and two severe weather events. For three years straight, Leon County was tested by powerful hurricanes, and each year, the County team and its many community partners rose to meet the challenge. Leon County applied the lessons learned from previous hurricanes to coordinate the County's response to COVID-19.
- 3. Hosted separate training courses for 90 local and regional emergency responders to build and enhance their emergency response skills.
- 4. Reviewed emergency plans for 54 healthcare facilities and conducted public education and outreach programs for community groups.
- 5. Hosted a virtual Build Your Bucket Event to enhance community disaster preparedness and provided over 150 disaster supply kit buckets to citizens of vulnerable populations in coordination with The Salvation Army and Elder Care Services.
- 6. Launched Billy The Bucket hurricane preparedness mascot. Billy The Bucket was designed to educate children in Leon County about hurricane preparedness in a safe and fun manner.
- 7. Continued to support the Florida Department of Health and its Joint Information Center.
- 8. Distributed more than 1.7 million pieces of personal protective equipment (PPE) to fulfill requests from local hospitals and long-term care facilities.
- 9. Resourced more than 113 facilities in critical need throughout our community through the County's local staging area.
- 10. Convened more than 1,200 different conference calls with 18,500 diverse participants across every discipline and continued regional efforts to build hospital capacity in coordination with public health officials.
- 11. Convened regular coordinating calls with K-12 schools, universities, healthcare, and emergency response representatives to ensure continuity of operations and information exchange.
- 12. Worked with medical experts to develop a regional medical surge plan.
- 13. Coordinated joint information and messaging conference calls to ensure accurate, vetted, and unified messaging on COVID-19 and disease transmission.
- 14. Prepared for scenarios to convene additional responding agencies at the Emergency Operations Center to assist health experts in coordinating any public health emergency response, similar to the efforts before and after a natural disaster.
- 15. Provided expert operational guidance across 18 different emergency support functions in support of the Florida Department of Health in Leon County's operations and response.

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q3	1. Number of annual exercises conducted/participated in.	3	4	3
Q3	2. Number of health care facility plans reviewed.	51	51	54
Q3	3. Number of presentations conducted.	3	12	4
Q3	4. Number of planning meetings facilitated.	3	6	5

#### **PERFORMANCE MEASURES**

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. Exercises provide an opportunity to test plans and procedures in a simulated experience. Federal guidelines require emergency management to participate in a minimum of one exercise per quarter. Emergency Management's participation in various exercises is based on availability. Several exercises hosted by outside organizations are held biennially.
- 2. Emergency Management is required to review health care facility emergency management plans for certain facilities licensed by the Agency for Health Care Administration.
- 3. Fewer presentations were conducted due to COVID-19. Those conducted were virtual.
- 4. Fewer planning meetings were facilitated due to COVID-19.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 125-864-525, 125-952011-525, 125-952012-525

	<u> </u>	INANCIAL				<b>STAFFING</b>	
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
<u> </u>	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	233,883	196,335	242,152	Full Time	2.00	2.00	2.00
Operating	117,781	98,208	120,601	OPS	0.00	0.00	0.00
Transportation	3,440	339	620				
TOTAL	355,104	294,882	363,373	TOTAL	2.00	2.00	2.00

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Administration	Emergency Management	Enhanced 9-1-1

#### GOAL

The goal of the Leon County 9-1-1 System is to provide Next Generation 9-1-1 services for the reporting of emergencies to response agencies including Law enforcement, Fire Department and Emergency Medical Services (EMS).

#### **PROGRAM HIGHLIGHTS**

- 1. Received 153,000 emergency calls during this past year to the Leon County Enhanced 9-1-1 System. Of these calls, over 131,300 were from wireless devices, 14,000 were from landline devices, and over 7,500 were from VoIP devices.
- 2. Processed 1,100 Master Address Street Guide updates.
- 3. Responded to 1,000 requests for 911 records.
- 4. Launched a Text-to-9-1-1 program that allows citizens to send a text message directly to 9-1-1 for emergency assistance in the event they are unable to make a voice call.

#### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q3	1. Number of days taken to respond to subpoena requests for 9-1-1.	1	1	1
Q3	<ol><li>Number of responses to requests for 9-1-1 records.</li></ol>	1,040	875	1,000
Q3	<ol><li>Percent of 9-1-1 database accuracy.</li></ol>	99%	99%	99%

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. Subpoenas for 9-1-1 records are received daily, and staff responds to them as they are received from the State Attorney's Office.
- 2. Requests for 9-1-1 records are received throughout the year and reflect public records requests and State Attorney's subpoenas. User demand will drive this number from year to year.
- 3. Percentage of database records where landline number and physical location is a correct match. Database accuracy must meet or exceed 90% per state standards. The percentage has remained constant.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 130-180-525

		FINANCIAL				STAFFING		
		FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	_	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel Operating		374,917	382,861	392,915	Full Time	5.00	5.00	5.00
		1,668,312	1,514,601	750,573	OPS	0.00	0.00	0.00
	TOTAL	2,043,229	1,897,462	1,143,488	TOTAL	5.00	5.00	5.00

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Administration	Human Resources	Human Resources

#### GOAL

The goal of the Office of Human Resources is to provide program leadership, personnel policy administration and strategic support in the implementation of Leon LEADS by demonstrating the relevance of the County's Core Values and Core Practices in the delivery of Human Resources programs and services to managers, employees, community partners and the public.

#### **PROGRAM HIGHLIGHTS**

- 1. Hosted the County's first and highly successful, on-the-spot, hiring fair.
- 2. Created new training content to expand diversity training to include Diversity, Equity & Inclusion.
- 3. Trained 100% of employees in Diversity, Customer Experience and Workplace Violence.
- 4. Moved all required training and professional development content to a 100% virtual platform.
- 5. Developed new training content related to inclusion, leadership, conflict resolution, mental health awareness, and teambuilding. Created resources for the NEOGOV Perform system, including downloadable materials and video tutorials.
- 6. Launched LinkedIn Learning that offers additional online professional development courses for employees.
- 7. Enhanced the New Employee Orientation process to include online training curriculum through NEOGOV Learn as well as an electronic version of the New Employee Handbook.
- 8. Resumed the Leon Works Junior Apprenticeship program for the 2021-2022 school year, offering students the opportunity to gain skilled work experience beginning Fall 2021.
- 9. Continued to provide online learning to employees through NEOGOV LEARNS, ZOOM and Microsoft Teams.
- 10. Implemented NEOGOV's Onboarding module to modernize the new employee sign-on process.
- 11. Hosted both an in-person and virtual benefits fair.
- 12. Continued to offer 10 virtual exercise classes monthly to employees at no cost.
- 13. Tracked 2,000 employee visits to Live Well Leon activities and events.
- 14. Offered a TAVi Health Online Wellness Challenge for employees for the second year and increased participation by 18%.
- 15. Live Well Leon, in coordination with the County's GIS Department, created an outdoor Scavenger Hunt centered around "History in our Hands" website to encourage physical activity and social well-being.
- 16. Maintained responsibility for policy interpretation, the development of operating guidelines, internal time tracking, safety protocols and processes related to COVID-19 for county employees and as a resource for external partners.
- 17. Implemented safety protocols and health practices including temperature checks for all County offices.

#### BENCHMARKING

	Leon County	Benchmark
G1 HR Operating Costs Per Capita	\$3.88	\$9.67

Benchmark source: Florida Benchmarking Consortium

Strategi	Strategic Plan Bold Goals and Five-Year Targets								
Reference	Measure	FY 2019	FY 2020	FY 2021					
	incusure	Actual	Actual	Actual					
T14	Achieve 90% employee participation in the County's "My Rewards" Well	90%	91%	90%					
	Being Program	90%	91/0	9076					
116	100% of employees are trained in Customer Experience, Diversity and	100%	100%	100%					
	Domestic Violence, Sexual Violence & Stalking in the Workplace	100%	100%	100%					

\*The Board is anticipated to develop a new set of Targets and Goals at its January 2022 Retreat as part of the next strategic planning cycle.

#### **PERFORMANCE MEASURES**

Priorities	Performance Measures		FY 2021 Estimate	FY 2021 Actual
G4	1. Number of requisitions created, and or recruited for vacant positions.	50	100	112
G4	2. Number of positions filled internally.	31	30	46
G4	3. Number of positions filled from outside sources.	27	40	48
G4	4. Average days to fill vacant positions.	63	64	76
G4	5. Average Turnover Rate.	10%	10%	18%
G2	<ol> <li>Number of Board/Constitutional employees participating in county- sponsored Wellness Program events.</li> </ol>	1,882	2,400	3,394
G2	7. Number of Board/Constitutional employees who successfully completed the Value Based Design My Rewards Program.	507	1,065	1,079
G4	<ol> <li>Number of employees attending county-sponsored Training and Professional Development events.</li> </ol>	677	700	888
G1	9. Number of employees completing customer experience training.	132	109	96
G1	10. Percentage of new employees completing "on-boarding" within 30 days.	55%	90%	76%

# FY 2021 Annual Performance and Financial Report

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The number of requisitions created, and or recruited for vacant positions increased due to the County lifting of the hiring freeze for all positions.
- 2. The number of positions filled internally increased in FY 2021 due to continued succession planning and the commitment to hiring from within.
- 3. The number of positions filled from outside sources increased in FY 2021 due to the increase in requisitions. The hiring freeze was lifted in Spring of 2021 and therefore, actuals increased to meet the hiring demand.
- 4. The average days to fill vacant positions is dependent on several factors including the time it takes individual departments to conduct interviews and select their candidates and the increased need for readvertisement.
- 5. The Average Turnover Rate is attributed to the number of employees who retired in FY 2021, which is a direct correlation to industry data that indicated "Baby Boomers" would exit the workforce allowing new entrants.
- 6. Employees participating in County-sponsored Wellness Program increased due to staff returning to work and activities presuming to inperson and virtually.
- 7. Employees who successfully completed the Value Based Design My Rewards Program increased compared to FY 2020 is due to continued initiatives encouraging new and existing employees to take advantage of the incentives.
- 8. The number of employees attending County-sponsored training and professional development events increased by 211 or 31% from 2020 despite the pandemic due to the ability to offer both Zoom based and online training on the NEOGOV Learn platform. Offering both new content and advanced supervisor trainings in a virtual format helped to continue providing relevant content to County staff.
- 9. The target of 100% of employees meeting this Bold Goal requirement was met in FY 2020. New hires are required to take Customer Experience training within 30 days of hire.
- 10. The percentage of new employees completing "on boarding" training increased in FY 2021 compared to the previous year due to the implementation of virtual on-boarding training that began in September 2020.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-160-513

		FINANCIAL				STAFFING		
		FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
		Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel Operating		1,204,234	1,268,147	1,256,970	Full Time	12.00	12.00	12.00
		322,274	206,599	319,454	OPS	0.00	0.00	0.00
	TOTAL	1,526,508	1,474,746	1,576,424	TOTAL	12.00	12.00	12.00

# FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

Administration

#### **DIVISION** Volunteer Center

#### PROGRAM VolunteerLEON

#### GOAL

To empower citizens to answer local needs through volunteerism and community engagement.

#### PROGRAM HIGHLIGHTS

- 1. Continued to leverage vast talents and resources of the community's residents for the benefit of a diverse group of organizations and individuals.
- 2. Coordinated internship and volunteer opportunities for more than 1,200 volunteers and interns that volunteered over 15,000 hours of service in County government programs and special events.
- 3. Registered over 1,000 new users and 20 new Agencies with the VolunteerLEON Get Connected volunteer portal.
- 4. Registered over 800 disaster volunteers through the Disaster Volunteer Portal.
- 5. Shared Healthcare related volunteer information captured from the Disaster Volunteer Portal with the Capital Medical Society.
- 6. Coordinated the Community Organizations Active in Disaster (COAD), a collaboration of non-profits and government agencies that participated in all phases of disaster preparedness and response during the COVID-19 pandemic.
- 7. Coordinated 235 volunteers to assist the Florida Department of Health in scheduling COVID-19 vaccine appointments.
- 8. Volunteer Services was recognized for assisting in the coordination of community events including the Soul of Southside Festival, the COVID-19 Task Force, STEM4Girls and the South City Foundation.

Priorities		Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q4	1.	Number of citizen volunteers coordinated.	2,270	3,500	2,924
Q4	2.	Number of county departments utilizing volunteers annually.	15	20	10
Q4	3.	Number of volunteer hours.	40,948	60,000	30,676
Q4	4.	Dollar value of volunteer time.	\$1,041,308	\$1,500,000	\$875,481

#### **PERFORMANCE MEASURES**

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. Although the County has returned to full operations the estimated citizen volunteers fell short for FY 2021 due to the lingering effects of the COVID-19 pandemic. However, FY 2021 actuals increased over FY 2020 due to stay-at-home orders being lifted.
- 2. County Departments were not able to bring back in-house volunteers and interns in early FY 2021 due to spikes related to the COVID-19 pandemic.
- 3. The anticipated increase in volunteers did not occur despite volunteers with external County events such as the Vaccination Call Center and the Minority Outreach Taskforce. The slow-down of programs/activities remains consistent with the decrease in volunteers related to the COVID-19 pandemic.
- 4. FY 2021 decline is related to the slow-down of programs/activities due to COVID-19 pandemic trends.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-113-513

		FINANCIAL			<u>STAFFING</u>			
		FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	-	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel		160,154	149,883	160,105	Full Time	2.00	2.00	2.00
Operating		28,071	14,021	42,976	OPS	0.00	0.00	0.00
	TOTAL	188,225	163,904	203,081	TOTAL	2.00	2.00	2.00

#### Leon County Fiscal Year 2021 Annual Performance and Financial Report

# Office of Information and Technology

# **Business Plan**

The mission of the Leon County Office of Information and Technology is to provide reliable and effective technology and telecommunications solutions and services to county agencies to enable them to fulfill their missions in serving the citizens of Leon County.

#### Quality of Life

Mission Statement

**Strategic Priorities** 

Strategic Initiatives

Actions

- Q2 Provide relevant library offerings which promote literacy, life-long learning and social equity.
- Q3 Provide essential public safety infrastructure and services.

#### Governance

- G1 Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.
- G2 Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.
- G5 Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.

		, , , , , , , , , , , , , , , , , , ,	
	1.	Implement migration from Groupwise to Microsoft Outlook to better integrate with other software applications that utilize automated notifications, workflows and approvals. (G2)	Complete/Ongoing
	2.	Continue the deployment of an updated permitting system that is modernized to use mobile and online technologies. (G1, G2, G5)	Complete/Ongoing
	3.	Continue to evaluate emergency medical response strategies to improve medical outcomes and survival rates. (Q3)	Complete/Ongoing
	4.	Explore opportunities to increase to high speed internet access through a "mobile hot spot" library lending program. (Q2)	Complete
	1.	<ul> <li>A.) Secured services for the Active Directory review and mitigate for any recommended configurations.</li> <li>B.) Train technical staff and implement test areas for OIT.</li> <li>C.) Launch Migration/Implementation configuration.</li> <li>D.) Go live for users.</li> <li>E.) Lunch and Learn Sessions</li> <li>F.) Replacement of Survey Monkey with forums.</li> <li>G.) Re-Engineering Agenda Process with One Drive and Flow.</li> <li>H.) Teams Deployment</li> </ul>	MIS
	2.	<ul> <li>A.) Working with vendors to develop process improvements and to finalize GIS interface.</li> <li>B.) Working with vendors to develop enhancements to report creation process for DSEM.</li> </ul>	MIS/GIS
	3.	<ul><li>A.) In coordination with EMS, implement additonal data sharing systems with Tallahassee Memorial Healthcare and Capital Regional Medical Center.</li><li>B.) Participate in Cardiac Arrest Registry to Enhance Survival program.</li><li>C.) Continue to monitor hot spot circulation.</li></ul>	MIS
	4.	A.) Work group with Library and MIS staff formed November 2017 to determine "mobile hot spot" purchase and to develop circulation guidelines and procedures for the pilot lending program.	MIS

B.) 35 "hot spots" have been made available to the public.

# Y 2021 Annual Performance and Financial Report

#### DEPARTMENT

GOAL

1

Office of Information and Technology

PROGRAM HIGHLIGHTS

telecommunications products, services, and information so that customers are totally satisfied and able to fulfill their missions.

Facilitated 11 virtual County Commission meetings that were streamed over 35,000 times. 2. Automated the National Weather Service Alerts posting of Leon County area weather alerts to the Emergency Information Portal site and the Everbridge Alerting system.

The goal of Management Information Systems (MIS) is to serve end users with continually improved, efficient, cost effective technology,

- 3. Migrated EMS to AT&T FirstNet first responders' network which provides high priority cellular connectivity to first responders and governmental employees.
- Implemented the FirstNet APN for EMS, eliminating the need for third party VPN services while still providing a high level of secure 4. connectivity for the computer aided dispatch system.
- 5 Upgraded chamber broadcast from the previous in-chamber recording capabilities.
- Implemented smartphone handheld technology with hotspot capabilities for EMS. 6
- Established wireless connectivity enhancements at the Apalachee Regional Park cross country course, providing access for FSU & ESPN 7. broadcasting of events, as well as access for staff, vendors, and spectators.
- Supported nearly 2,500 users with 2,279 desktops (including the judiciary), 600 laptops, 193 tablets, 273 printers, 650 smart phone devices, 8. 4.100 desk phones and extensions and 600 network devices at 80 sites.
- Maintained more than 750 servers and 1,000 terabytes to provide for the ongoing needs of the customers and continued to provide server 9. and data center resources using shared infrastructure and co-locations.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	Average number of users per MIS Full Time Equivalent (FTE) (2,200 users/ 45 MIS Staff)	49:1	45:1
G1	Average number of Devices per Information Technician (IT Staff) (8,000/45 MIS Staff)	177:1	70:1
G1	Total IT Spending as Percentage of Budget	2.9%	5.77%
G1	Number of Network sites	75	44

Benchmark Sources:

\* February 2017 Robert Half Technology reports 45:1 staffing levels for enterprise networks

\* November 2017 Deloitte Insights states all industries are at 3.28% and Education/Non-Profits are at 5.77%

\* 2014/2015 Computer Economics Report on IT Spending and Staffing (an information and technology research/advisory firm)

#### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimates	FY 2021 Actual
G1, G3	1. Average number of external e-mails processed each month (millions).	1.4	1.5	0.69
G1	2. Amount of valid external e-mails (balance after e-mail spam or viruses trapped).	65%	65%	76%
Q1, Q2	<ol><li>Average monthly visits to Leon County web site.</li></ol>	319,625	325,000	356,700
G1	4. Percent of help calls completed in one day.	65%	65%	60%
G1	<ol><li>Number of new applications/services deployed.</li></ol>	13	5	24

#### PERFORMANCE MEASUREMENT ANALYSIS

- Total number of emails decreased due to increased use of collaboration videoconferencing tools. 1.
- 24% of external emails were identified as viruses/malware. 2.
- Visits to the website increased in FY 2021 due to continued COVID-19-related information and CARES Act registration-related programs and 3. services.
- 4. In FY 2021, 60% of all help calls were closed within a one-day period.
- In FY 2021, staff implemented 24 new applications, such as: a new customer service platform (SolarWinds); a wireless solution at Apalachee 5. Regional Park for the National Championship race; Coordinated the Real Time Crime Center technology needs; new connectivity technologies for ambulances (including CAD, reporting, etc.); DocuSign for all contract routing; new Point of Sale systems for Tourism and IDA; and solutions for tracking COVID-related employee requirements such as vaccinations, weekly testing, and daily screening.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-171-513, 001-411-529

			<u>STAFFING</u>				
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget	_	Adopted	Actual	Budget
Personnel	4,573,724	4,580,139	4,766,545	Full Time	43.34	43.34	43.34
Operating	2,901,712	2,645,704	3,046,836	OPS	0.00	0.00	0.00
Transportation	8,039	4,434	8,403				
Capital	-	136,804	6,400				
TOTAL	7,483,475	7,367,081	7,828,184	-	43.34	43.34	43.34

PROGRAM

Management Information Systems

# DIVISION

Management Information Systems

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Information and Technology	Geographic Information Systems	Geographic Information Systems

#### GOAL

The goal of the Tallahassee-Leon County GIS (TLCGIS) is to work in partnership with county agencies to provide accurate, consistent, accessible, affordable, and comprehensive Geographic Information Systems (GIS) data, GIS infrastructure, and GIS services to support the unique business needs of Leon County and the citizens served.

#### PROGRAM HIGHLIGHTS

- 1. Continued management of the Tallahassee/Leon County GIS program with more than 600 data layers, 84 web applications and 60 business units in Leon County and the City of Tallahassee.
- 2. Created a COVID-19 test site mapping application to allow users to view available test sites near their location.

#### BENCHMARKING

Priorities	Benchmarking	Leon County	Benchmark
G1,G3	Number of Business Units that use GIS (Deployment).	60	36 (Average)
G3,Q3	Number of Layers of Data Maintained.	620	420
G1,G3,Q1	Number of Website and Custom Applications.	84	7

Benchmark Source: 2018 Poll of selected Florida counties.

#### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimates	FY 2021 Actual
G1	1. Provide customer response to system & software requests within (1) hour 100% of the time.	95%	95%	95%
G1,Q1	2. Increase GIS internet applications, services and downloadable files by 20% annually.	20%	20%	20%
G1,Q1	3. Increase ArcGIS Online user accounts by 25% annually.	49%	20%	24%
G1	4. Provide maintenance of base map components per schedule matrix, as required.	100%	100%	100%
G1,Q1	<ol> <li>Layers of data maintained (such as aerial photography; addressing; streets; building footprints, hydrography; elevation; flood zones; land use and zoning, subdivisions; easements)</li> </ol>	662	683	797
G3,Q3	6. Published web services.	2,319	2,800	2,258

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. TLCGIS continues be responsive to the needs of its customers to ensure a rapid and effective response to the County, City, and Property Appraiser's Office.
- 2. Internet based applications increase with every new project. TLCGIS staff continues to include additional layers of data to the open data download portal to best meet the customer needs.
- 3. TLCGIS continues to build usership with its web-based GIS platform "ArcGIS Online". In FY 2021, 100 new users were added for a total of 415. This increase was largely driven by broader use of GIS by the departments served.
- 4. TLCGIS continues to maintain the base-map components and the associated derivative products while constantly seeking increased value in product and technology advances.
- 5. The number of data layers maintained varies from year to year; as older data layers are consolidated, and new data layers are created. In FY21, several multi-layered projects were added, such as traffic engineering, storm water inventory, vaccine mapping and layers for new service roads.
- 6. The decrease in FY 2021 is associated with the decommission of a legacy environment and cleaning up of redundant map services.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-421-539

		FINANCIAL				STAFFING		
		FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	_	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel		1,548,923	1,412,724	1,538,767	Full Time	14.66	14.66	14.66
Operating		550,197	525,671	571,962	OPS	0.00	0.00	0.00
	TOTAL	2,099,120	1,938,394	2,110,729	TOTAL	14.66	14.66	14.66

	Leon County Fiscal Year 2021 Annual Performance and Financial Report	
	Public Works	
	Business Plan	
Mission Statement	The mission of the Leon County Department of Public Works is to provide safe, efficient, and sustaina transportation amenities, stormwater facilities, and vehicle fleet throughout Leon County that enh environment and economic vitality.	
Strategic Priorities	<ul> <li>Environment <ul> <li>EN1 – Protect the quality and supply of our water.</li> <li>EN2 – Conserve and protect environmentally sensitive lands and our natural ecosystems.</li> <li>EN3 – Promote orderly growth and sustainable practices.</li> </ul> </li> <li>Quality of Life <ul> <li>Q3 – Provide essential public safety infrastructure and services.</li> <li>Q5 – Support strong neighborhoods.</li> <li>Q6 – Promote livability, health and sense of community by enhancing mobility, encouraging hum development, and creating public spaces for people.</li> </ul> </li> </ul>	
	1. Implement the adopted Basin Management Action Plan (BMAP) for Wakulla Springs including bringing central sewer to Woodville and implementing requirements for advanced wastewater treatment. (EN1, EN2)	Complete - Ongoing
	2. Implement the Apalachee Landfill closure process in an environmentally sensitive manner which complements the master planning for the site. (EN3)	Complete - Ongoing
	3. Support the protection of Lake Talquin. (EN1)	Complete- Ongoing
	4. In partnership with the Canopy Roads Committee, update and implement the long term management plan for the Canopy Roads including an active tree planting program. (EN3)	Ongoing
es	<ol> <li>Reduce nitrogen impacts in the PSPZ (primary springs protection zone) by identifying cost effective and financially feasible ways including:         <ul> <li>A.) Develop a septic tank replacement program. (EN1, EN2)</li> <li>B.) Evaluate requiring advanced wastewater treatment for new construction. (EN1, EN2)</li> </ul> </li> </ol>	Ongoing
iitiatives	<ol> <li>Increase safety in the unincorporated area through the development of a new street lighting program and evaluation of the need for additional signage. (Q3)</li> </ol>	Complete- Ongoing
Strategic Initi	7. Continue to work with the state as a host community in evaluating pilot technologies for new advanced wastewater treatment septic tanks. (EN1, EN2, EN3)	Complete
Strate	8. Continue to work with the state to seek matching grants to convert septic to sewer systems. (EN1, EN2, EN3)	Complete
0	9. Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (Q5, Q6)	Complete- Ongoing
	<ol> <li>To increase information available to the public regarding blue-green algae blooms, fishing advisories, invasive species, and general water quality, add education kiosks at Leon County boat landings. (EN1, EN2)</li> </ol>	Ongoing
	<ol> <li>Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (EN1)</li> </ol>	Ongoing
	12. Develop a formal policy to implement the private dirt road safety stabilization program to be funded through L.I.F.E. (2% of sales tax extension) (Q5, Q6)	Complete
	13. Evaluate and implement options to address chronic speeding and traffic issues in the Northeast and along Deer Lake Road. (Q5)	Complete

Leo	n Co	ounty Fiscal Year 2021 Annual Performance and Financial Report	
Pu	ıbli	ic Works	
		<ul> <li>A). Complete the Belair/Annawood Springs Restoration Grant Project for Septic to Sewer Upgrade.</li> <li>B). Complete the Northeast Lake Munson Springs Restoration Grant Project for Septic to Sewer Upgrade.</li> <li>C). Coordinate with Florida Department of Environmental Protection on Woodville Septic to Sewer Project potentially funded through the Springs Restoration Grant Program.</li> <li>D). Completed the Woodside Heights Springs Restoration Grant for Septic to Sewer Upgrade.</li> <li>E). Provide education on proper operation and maintenance of septic tanks and impacts to groundwater if not properly maintained.</li> </ul>	Engineering
	2.	<ul> <li>A). Identified cost savings projects that staff can perform internally to eliminate expenses associated with Closure Construction.</li> <li>B). Worked with DEP to modify Closure Construction requirements associated with the Geosynthetic Liner between the Cells D and Class Three south.</li> <li>C). Modify the original design of the Landfill Closure Project and seek FDEP approval of the modification.</li> <li>D). Prepare an agenda item requesting Board approval to award the bid for the Landfill Closure once design modifications have been completed.</li> <li>E). Conduct geotechnical test in preparation of material hauling from F.A. Ash Borrow Pit during the design modifications to save time and costs in the continuing closure process.</li> </ul>	Operations: Right-of-Way
	3.	<ul><li>A). Monitor FDEP development of a Total Maximum Daily Load for the Ochlockonee River and Lake Talquin to protect and restore the resource.</li><li>B). Obtain additional water quality samples to determine what, if any, further actions are needed for the Leon County discharges directly into Lake Talquin.</li></ul>	Engineering
	4.	The County and the City adoption of the revised Canopy Road management plan.	Operations: Right-of-Way
IS	5.	<ul><li>A). Developed Septic Tank Replacement Program Policy for Board Approval, including a local grant program to upgrade replacement system to high nitrogen removing systems at no additional expense to property owner.</li><li>B). Identify impacts of requiring nitrogen-reducing OSTDS or connection to the City of Tallahassee advanced wastewater treatment system for any new construction.</li></ul>	Engineering
Actions	6.	<ul> <li>A). Board adopted Street Lighting Eligibility Criteria and Implementation Policy. Funding for street lighting contemplated in the Capital Improvement Plan budget.</li> <li>B). Status report on the installation of street lights on the proposed intersections.</li> </ul>	Engineering
	7.	A). Developed the Pilot program Selection Policy for Board Approval. B). Installation of advanced wastewater treatment septic tanks as part of FDEP Pilot Project.	Engineering
	8.	<ul> <li>A). Received State Springs Restoration Grant funding for Woodville Sewer Design, Lake Munson and Belair/Annawood sewer system, and the Woodside Heights Wastewater Retrofit projects.</li> <li>B). Delineate areas of the Wakulla Springs BMAP Priority Focus Area 1 to request construction funds for central sanitary sewer from the Springs Restoration Grant Program.</li> <li>C). Annually update the Tentative Water Quality and Springs Restoration Implementation Plan.</li> </ul>	Engineering
	9.	<ul> <li>A). Coordinated with Florida Department of Transportation to add street lights at intersections included in the Street Lighting Project List.</li> <li>B). Coordinated with Florida Department of Transportation to implement intersection improvements at, Lafayette Street, Old Bainbridge, Knots Lane, Smith Creek, North Monroe from Harriet Drive to Clara Kee Boulevard and Oak Ridge Road and Wakulla Springs Road, and Old Bainbridge Road at Capital Circle Northwest.</li> <li>C). Coordinated with Florida Department of Transportation to complete sidewalk construction on North Monroe from Harriet Drive to Clara Kee Boulevard.</li> <li>D). Continue to explore grant opportunities for Florida Department of Transportation's Safe Routes to School grant funding to complete the Safe routes to School sidewalk list.</li> </ul>	Engineering
	10.	Installed informational kiosks at Leon County boat landings.	Engineering
	11.	Presented a report on the County's current water quality and stormwater initiatives to the Board.	Engineering
	12.	A). Presented the Rural Road Safety Stabilization Program Policy to the Board. B). Began accepting requests for participation in the Rural Road Safety Stabilization Program	Engineering Transportation
	13.	A). Developed a Traffic Calming Program Policy for Board Approval and distributed Traffic Calming Program (Petition to Study) requirements to interested residential neighborhoods.	Engineering Transportation

#### Leon County Fiscal Year 2021 Annual Performance and Financial Report

# **Public Works**

		FY	2017 through FY 2	2021		Total						
Septic Tanks Removed <sup>1</sup>			610 In Progress <sup>1</sup>	1		610						
Target: Plant 15,000 trees including 1,000 in canopy roads. (T5).												
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total						
Total Trees <sup>2</sup>	585	713	938	1,713	630	4,579						
Canopy Road Area <sup>3</sup>	18	73	496	522	117	1,226						
arget: Ensure 100% of new Count	y building constru	,	<i>and repair utilize</i> 2017 through FY 2	•	gn. (T6)	Total						
% Sustainable Design <sup>4</sup>			See Note #4	-021		100%						
Target: Construct 30 miles of sidev	valks, greenways FY 2017	and trails. (T8) FY 2018	FY 2019	FY 2020	FY 2021	Total						
Sidewalk Miles <sup>5</sup>	1.1	3.8	1.75	2.95	1.64	11.26						
arget: Construct 100 fire hydrant.	s. (T10)	I			1							
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total						
Fire Hydrants Constructed <sup>6</sup>	15	17	16	20	34	102						
Notes:												
Notes:				<ol> <li>Since FY 2019, a total of 252 septic tanks were eliminated through the completion of the Woodside Heights, Belair, and Annawood Septic to Sewer Projects. Also, as part of the launch of the Advanced Septic System Pilot Program, 37 septic tanks have been upgraded so far. An additional 321 are planned or in progress, for a total of 610.</li> </ol>								

2. This only reflects the number of trees planted by Public Works, including the trees planted through the Adopt-A-Tree Program. Other Departments, such as Parks & Recreation, also plant trees.

- 3. To support the planting of 1,000 trees in the canopy roads, the County will work with the Canopy Roads Committee to update the long-term management plan for the Canopy Roads including an active tree planting program. Recurring funding has been included in the Public Works budget since FY 2018 to develop an active canopy road tree planting program, estimated to plant 1,000 trees on canopy roads between FY 2018 and FY 2021.
- 4. To achieve this Target, staff worked to implement policies and procedures that will ensure sustainable design is utilized in 100% of new construction, renovation, and repair by the year 2021. On December 14, 2021, the Board adopted staff's proposed Building Sustainability Policy providing guidelines and minimum requirements for the construction and renovation of Leon County-owned and operated buildings.

5. This only reflects the number of sidewalk and trail miles constructed by Public Works. Other Departments, such as Parks & Recreation and Blueprint also construct sidewalks, greenways, and trails. Public Works' contribution to this target will be accomplished through the continued implementation of the County's Sidewalk Program and other transportation capital projects.

6. Fire hydrant construction is subject to available funding. Budgeted outyears tentatively allocate \$150,000 annually for the construction of new fire hydrants. Of this, \$50,000 is dedicated for a matching program which allows a HOA or citizen and the County to evenly share in the cost of hydrant installations. To meet this target, Public Works worked with Talquin Electric Cooperative to expedite installation of fire hydrants on the Prioritization List through the use of an outside contractor to perform installations. As a result, 102 hydrants were installed during the five-year period, which exceeds the target by 2%.

\* The Board is anticipated to develop a new set of Targets and Goals at its January 2022 Retreat as part of the next strategic planning cycle.

# FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

**Public Works** 

# DIVISION

Support Services

PROGRAM Support Services

#### GOAL

The goal of the Department of Public Works is to effectively serve the residents of Leon County by planning, developing, and maintaining quality infrastructure. This is accomplished by delivering environmentally sensitive and cost-effective products and services in order to achieve a high quality of life that includes health and safety, human comfort, and convenience.

#### **PROGRAM HIGHLIGHTS**

- 1. Continued coordination with Development Support & Environmental Management and the Department of PLACE regarding development projects and ordinances that impact and overlap with the respective departments.
- 2. Continued coordination with Florida Department of Transportation and City of Tallahassee to ensure proper construction and maintenance of the County's transportation and stormwater-related infrastructure.
- Leveraged \$1.06 million in grants to support County projects and initiatives: Construction of safety improvements on Old Bainbridge Road from I-10 to Capital Circle NW (\$378,700); Phase I construction of bicycle lanes on a portion of Smith Creek Road (\$226,624); Waste Tire Amnesty Event (\$15,000); and construction of Belair/Annawood Sewer System Project (\$444,000).
- 4. Created a 24-hour document drop-off bin for the Public Works Center, processing over 600 right-of-way permits through email and fax submittal.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-400-541

	FINANCIAL						
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	474,631	480,009	497,181	Full Time	4.00	4.00	4.00
Operating	152,464	146,884	151,323	OPS	0.00	0.00	0.00
TOTAL	627,095	626,893	648,504	TOTAL	4.00	4.00	4.00

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Public Works	Operations	Transportation Maintenance

#### GOAL

The goal of the Public Works, Division of Operations Transportation Program is to provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting transportation, roadside beautification, and stormwater maintenance. This is accomplished through cost effective, environmentally sensitive, and aesthetically pleasing products and services.

#### PROGRAM HIGHLIGHTS

- 1. Responded to more than 10,200 requests for services via e-mail, telephone, personal contacts and the Citizens Connect mobile app.
- 2. Resurfaced 10.43 miles of roads throughout Leon County.
- 3. Performed grading on County maintained dirt roads on an 18-day cycle totaling over 580 miles.
- 4. Installed and repaired approximately 3,700 street signs throughout Leon County.
- 5. Refurbished 7,520 sign panels.
- 6. Performed 180 private road repairs associated with the County's Private Road Repair and Livable Infrastructure for Everyone (L.I.F.E.) programs.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County FY21 Actual Production MH/Unit	Benchmark (FDOT 4 Year Average Production)
Q3	Pavement Symbols (Plastic)	0.04 man hours/sq ft	0.067 man hours/sq ft
Q3	Plant Mix Patching (Hand) <sup>1</sup>	33.98 man hours/ton	13.826 man hours/ton
Q3	Major Plant Mix Patching (Mechanical) <sup>2</sup>	3.964 man hours/ton	1.769 man hours/ton
Q3	Signs (ground signs 30 sq. ft. or less) <sup>3</sup>	0.342 man hours/sign	0.914 man hours/sign

Benchmark Sources: Florida Department of Transportation, FY2020

 Leon County's man hours per unit ratio were slightly higher in FY 2021 than that of FDOT due to vacancies and asphalt repair crew staff diverted to other projects.

 León County's man hours per unit production exceeds FDOT due to additional travel time required to move crews and equipment to multiple small projects, as compared to FDOT's typical large projects.

3. Leon County's man hours per unit production is less than FDOT due to the close proximity, density and size of Leon County signs compared to those of FDOT.

#### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q3	1. Perform 600 tons/year of major asphalt repairs.	827	600	680
Q3	2. Perform 400 tons/year asphalt/pothole patching.	153	400	122
Q3	3. Install and repair 7,000 sign panels annually.	7,626	7,000	8,518
Q3	4. Wash and clean 9,000 sign panels annually.	13,219	9,000	6,065
Q3	<ol> <li>Install and refurbish 90,000 sq. ft. of pavement markings and symbols with plastic.</li> </ol>	74,018	90,000	6,281
G1	<ol><li>Respond to 90% of work orders within three weeks.</li></ol>	82%	90%	77%
Q3	7. Grade County maintained dirt roads on an 18-day cycle.	18 Days	18 Days	18 Days
Q3	8. Perform resurfacing on 5 miles of Open-Grade Mix roads annually.	2.15	5.00	0
Q3	9. Repair 130 miles/year of shoulders.	119	130	24

#### PERFORMANCE MEASUREMENT ANALYSIS

1. Major asphalt repairs in FY 2021 exceeded the FY 2021 estimate of 600, due primarily to major base repairs.

- 2. The Division used 122 tons of asphalt for pothole patching, short of the FY 2021 estimate of 400. This is due primarily to equipment downtime for repairs and staff vacancies associated with COVID-19.
- 3. The Division installed and repaired 8,518 sign panels in FY 2021, exceeding the FY 2021 estimate of 7,000. This is due in part to the Division fabricating informational and directional signs throughout the County to ensure the health and safety of the public during the COVID-19 pandemic.
- 4. The Division washed and cleaned 6,065 sign panels in FY 2021, a decrease from the FY 2021 estimate of 9,000. This is due primarily to staffing shortages.
- 5. The Division installed and refurbished 6,281 square feet of pavement markings and symbols in FY 2021, short of the FY 2021 projections of 90,000 square feet. The decrease is attributed to staffing shortages and available crews being diverted to other critical projects.
- 6. The Division responded to 77% of work orders within three weeks. Response time to work orders varies annually due to various factors such as staff vacancies, weather and the number of service requests received. Staff continues to strive to meet the 90% response goal.
- 7. The Division met the performance goal of grading County maintained dirt roads on an 18-day cycle.
- 8. The Division did not resurface any Open-Grade Hot Mix (OGHM) roads in FY 2021 based on current conditions of OGHM roads. Funding for the OGHM roads was reduced in FY 2021 as part of the budget balancing strategy implemented to address revenue reductions associated with COVID-19 and this reduction did not impact any maintenance issues.
- 9. The Division repaired 24 miles of shoulders in FY 2021, down from the FY 2021 estimates of 130 miles, due to the shoulder repair crew being used on other construction projects as a result of staff vacancies associated with COVID-19.

# FY 2021 Annual Performance and Financial Report

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-431-541

		STAFFING					
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
<u>-</u>	Adj. Budget	Actual	Budget	<u>-</u>	Adopted	Actual	Budget
Personnel	3,123,947	2,650,612	3,458,917	Full Time	54.00	54.00	55.00
Operating	1,296,964	790,005	1,426,516	OPS	0.00	0.00	0.00
Transportation	278,765	96,899	243,445				
TOTAL	4,699,676	3,537,516	5,128,878	TOTAL	54.00	54.00	55.00

\*The change in position count is due to the transfer of a crew chief position from the Right-of-Way division.

### **FY 2021 Annual Performance and Financial Report**

DEPARTMENT	DIVISION	PROGRAM
Public Works	Operations	Right-of-Way

#### GOAL

The goal of the Public Works, Division of Operations Right-of-Way Management Program is to provide for the safety, comfort, and convenience of the public by managing programs that support transportation, roadside beautification, and stormwater maintenance.

#### **PROGRAM HIGHLIGHTS**

- 1. Completed maintenance on more than 396 acres of landscaped areas throughout Leon County.
- 2. Planted over 500 trees along County canopy roads and through the Adopt-A-Tree program.

Strategic Plan Bold Goals and Five-Year Targets						
Reference	Measure	FY 2019	FY 2020	FY 2021		
		Actual	Actual	Actual		
T5	Plant 15,000 trees between FY17 – FY21 <sup>1</sup>	705	1,699	567		
T5	Plant 1,000 trees in Canopy Roads between FY17 – FY21 <sup>2</sup>	400	522	117		

Notes:

1. This only reflects the number of trees planted by the Operations Division. The Engineering and Parks & Recreation Divisions also plants trees.

2. To support the planting of 1,000 trees in the canopy roads, the County will work with the Canopy Roads Committee to update the long-term management plan for the Canopy Roads including an active tree planting program. Recurring funding has been included in the Public Works budget since FY 2018 to develop an active canopy road tree planting program, estimated to plant 1,000 trees on canopy roads between FY 2018 and FY 2021.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County FY20 Actual MH/Unit	Benchmark (FDOT 4 Year Average Production)
Q3	Roadside Litter Removal <sup>1</sup>	0.69 man hours/ acre	1.23 man hours/acre
Q3	Right-of-Way Mowing <sup>1</sup>	0.45 man hours/ acre	0.78 man hours/acre
Q3	Finish Cut Mowing <sup>2</sup>	2.90 man hours/ acre	2.72 man hours/acre
Banahmark Source:	Elorida Department of Transportation 2020		

Benchmark Source: Florida Department of Transportation 2020

1. Man hours per unit ratios are lower than FDOT due to County right-of-ways being narrower and in closer proximity.

2. FDOT man hours per unit is lower due to FDOT landscape areas being larger and more expansive than Leon County which results in less FDOT time lost due to mobilization and travel.

#### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q3	1. Increase the number of Adopt-a-Road litter control groups by 2% over the prior year.	2.8%	2%	18%
Q3	2. Inspect and remove high risk wood on 58 miles of Canopy Roads every three years with an annual average of 19.3 miles.	25.6	19.3	25.6
Q3	3. Perform clear zone maintenance on 40 shoulder miles.	47	40	24
Q3	4. Pick up litter on 519 miles of roads four times per year.	207	519	58.6
Q3	5. Maintain 206.89 acres of landscaped area 9 times per year. (Goal: 1,875 acres)	941	1,875	480
G1	6. Respond to 90% of work orders within three weeks.	100%	90%	100%
Q3	7. Mow 519 miles, five times during the mowing season. (Goal: 2,595 miles)	2,366	2,595	2,557

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The Division increased the number of Adopt-A-Road litter groups by 18% in FY 2021, exceeding the performance goal of 2%, due to the addition of nine litter groups. The Adopt-A-Road Program is 100% driven by public interest; therefore, participation levels vary from year to year.
- 2. The Division inspected and removed high risk wood from 25.6 miles of Canopy roads in FY 2021. The number of miles varies annually due to factors such as the length of the canopy road currently in the inspection cycle and the number of trees in the dead and critical condition classes, which can increase the number of miles requiring maintenance.
- 3. The Division performed clear zone maintenance on 24 miles in FY 2021. The decline is attributed to staff vacancies. The Division has continued efforts of utilizing specialized equipment to perform the necessary tasks as opposed to manual labor to offset staff vacancies.
- 4. The Division picked up littler on a total of 58.6 miles of road in FY 2021, a 72% reduction from FY 2020. The decline is attributed to the continued decline in participation of Community Service/Work Program workers due to newly implemented Diversion programs offered by the courts. Additionally, the Community Service/Work Program was suspended for a portion of FY 2021 due to COVID-19 restrictions. Staff is reviewing other options to increase litter removal on county roads.
- 5. The Division maintained a total of 480 acres of landscaped area in FY 2021. The decrease is due to staff vacancies. The County implemented a hiring freeze in FY 2020 and FY 2021 as part of the budget balancing strategy implemented to address revenue reductions associated with COVID-19, which impacted the Division's ability to fill vacant positions.
- 6. The Division responded to 100% of work orders within three weeks, exceeding the performance goal of 90%. Response time to work orders varies annually due to various factors such as weather and the number of service requests received.
- 7. The FY 2021 actual was just slightly below the performance goal, mowing a total of 2,557 miles in FY 2021. However, the FY 2021 actual exceeded the FY 2020 actual by 191 miles.

**FY 2021 Annual Performance and Financial Report** 

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-432-541

		<b>FINANCIAL</b>		STAFFING			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget	_	Adopted	Actual	Budget
Personnel	1,906,699	1,448,430	2,146,594	Full Time	35.00	35.00	34.00
Operating	860,238	713,645	965,282	OPS	0.00	0.00	0.00
Transportation	172,410	93,503	151,519				
TOTAL	2,939,347	2,255,578	3,263,395	TOTAL	35.00	35.00	34.00

\*The change in position count is due to the transfer of a crew chief position to the Transportation Maintenance division.

# FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

Public Works

#### DIVISION

Operations

PROGRAM

Stormwater Maintenance

#### GOAL

The goal of the Public Works, Division of Operations Stormwater Maintenance Program is to provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting transportation, roadside beautification, and stormwater maintenance.

#### **PROGRAM HIGHLIGHTS**

- 1. Cleaned approximately 11,800 linear feet of enclosed systems to improve water quality and reduce potential stormwater impacts on adjacent properties.
- 2. Inspected 313 stormwater ponds for National Pollutant Discharge Elimination System MS4 permit.
- 3. Renewed 42 County and City stormwater operating permits for stormwater facilities.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County FY21 Actual Production MH/Unit	Benchmark (FDOT 4 Year Average Production)					
Q3, EN1	Cleaning of Drainage Pipes (Mechanical) <sup>1</sup>	0.089 man hrs/ linear ft.	0.120 man hrs./linear ft.					
Q3, EN1	Cleaning and Reshaping Roadside Ditches	0.113 man hrs/ linear ft.	0.091 man hrs./linear ft.					
Dava alevea a de Oa	Prochangel Provide Deve deve et of Transportation 0000							

Benchmark Source: Florida Department of Transportation 2020

1. Leon County man hour production is slightly lower than FDOT this year due to several of the projects having longer runs of enclosed conveyances and roadside ditches resulting in higher production per project.

#### **PERFORMANCE MEASURES**

Priorities		Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G1	1.	Complete 90% of work order requests, excluding major construction projects, within six weeks.	84%	90%	70%
Q3,EN1	2.	Clean and reshape 150,000 feet/year of roadside ditches annually.	132,188	150,000	71,958
Q3,EN1	3.	Clean 9,500 feet of drainage pipes annually (Mechanical).	16,911	9,500	11,501
Q3,EN1	4.	Percent of ponds and associated conveyances mowed two times annually per County Operating Permit requirements.	82%	90%	93%
Q3,EN1	5.	Percent of County conveyance systems, not associated with County Operating Permits, mowed one time annually.	11%	15%	11%

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The Division completed 70% of work order requests within six weeks, short of the 90% estimate. This is due in part to staff vacancies; however, response time to work orders varies annually due to various factors such as weather and the number of service requests received.
- 2. The Division cleaned and reshaped 71,958 feet of roadside ditches in FY 2021. As indicated in #1 above, staffing vacancies and the loss of experienced operators due to retirement, prevented the Division from meeting this performance goal.
- 3. The Division cleaned 11,501 feet of drainage pipes in FY 2021. The Division was able to exceed the performance estimate due to several of the projects having longer runs of enclosed conveyances.
- 4. The Division achieved 93% of its goal of mowing all permitted ponds and associated conveyances twice annually per County Operating Permit requirements, which exceeded the 90% estimate and the FY 2020 actual. The use of contract mowing accounts for most of this productivity.
- The Division mowed 11% of County non-permitted conveyance systems in FY 2021. The Division was unable to utilize any inmate work crews throughout the year to perform this activity due to COVID-19 restrictions, which impacted the percentage of conveyance systems mowed.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 123-433-538

		<b>FINANCIAL</b>		STAFFING			
	FY 2021 FY 2021 FY 20		( 2021 FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	2,207,428	1,630,317	2,540,630	Full Time	42.80	42.80	42.80
Operating	760,846	548,912	808,546	OPS	0.00	0.00	0.00
Transportation	255,485	142,908	240,585				
TOTAL	3,223,759	2,322,137	3,589,761	TOTAL	42.80	42.80	42.80

#### FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

Public Works

#### **DIVISION** Operations

PROGRAM

Mosquito Control

#### GOAL

The goal of the Public Works, Division of Operations Mosquito Control Program is to train and empower its employees to provide Leon County residents and visitors with effective and environmentally sound mosquito control services. Services and educational programs are provided to protect public health and reduce human discomfort associated with large mosquito populations.

#### **PROGRAM HIGHLIGHTS**

- 1. Secured a Center for Disease Control and Prevention Hurricane Relief Crisis Mosquito Control grant in the amount of \$15,000 to sponsor a Community Clean Up Event to reduce mosquito breeding sites in neighborhoods.
- 2. Secured a Florida Department of Environmental Protection grant in the amount of \$15,000 to host Tire Amnesty Days to sponsor Waste Tire Amnesty Days to help prevent breeding grounds for mosquitoes, collecting over 220 tons of tires.

#### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q2, G1	75% of mosquito larva requests responded to in three days.	35%	75%	53%
Q2, G1	75% of adult mosquito truck spraying requests responded to in three days.	53%	75%	69%

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The Division responded to 53% of mosquito larva requests in three days, short of the 75% performance goal. This is due primarily to fulltime staff vacancies as a result of retirements and promotions.
- 2. The truck spraying activities are conducted on the streets at nighttime and are directed at adult mosquitoes which are active at night. The Division responded to 69% of adult mosquito spraying requests within three days, just short of the 75% performance goal. This is due to staffing shortages for OPS personnel caused by COVID-19 restrictions.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-216-562 and 125-214-562

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	489,333	293,510	490,789	Full Time	6.20	6.20	5.20
Operating	321,151	134,834	319,527	OPS	1.00	1.00	1.00
Capital Outlay	11,519	0	0				
Transportation	33,980	7,474	27,147				
TOTAL	855,983	435,818	837,463	TOTAL	7.20	7.20	6.20

\*The change in position count is due to the elimination of a crew chief position to offset the costs for a new Mechanical, Electrical and Plumbing Engineer position for the Engineering division.

# FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

Public Works

DIVISION

Engineering Services

**PROGRAM** Engineering Services

#### GOAL

The goal of the Department of Public Works Engineering Services is to provide the public with professional services for the construction and maintenance of cost-effective infrastructure to enhance our community's quality of life.

#### **PROGRAM HIGHLIGHTS**

- 1. Engineering Services is committed to continuously evaluating roadways to provide a safe and efficient transportation system and over the past year:
  - a) Sidewalk construction along Gearhart Road from CSX Railroad to Capital Circle NW.
  - b) Pedestrian access improvements on Timberlane Road at Martin Hurst Road.
  - c) Sidewalk design along Blountstown Highway from Merry Robin Road to Sir Richard Road.
  - d) Design for the Maylor Road Accessibility Enhancement project.
  - e) Traffic Safety Analysis for Meridian Road between Gardner Road and Summerbrooke Drive.
- Completed the following projects using the most cost-effective options to reduce flooding and improve the community's surface and ground water quality: Meridian Road Cross Drain Improvements, Raymond Tucker Road/Golden Pheasant/Windwood Hill Drainage and Accessibility Improvements, 37 Advanced Septic Tank system installations, and Annawood/ Belair Phase I Septic to Sewer project.
- To enhance traffic and pedestrian safety, Engineering Services completed street lighting projects at the following intersections: Bannerman Road and Meridian Road, Bradfordville Road and Velda Dairy Road, Apalachee Parkway and Chaires Cross Road, Aenon Church Road and Blountstown Highway, and Edenfield Road and Mahan Drive.
- 4. Completed the Apalachee Regional Park Cross Country Infrastructure Improvements to promote livability, health, and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people and enhance our parks and recreational offerings.

Strategic Plan Bold Goals and Five-Year Targets								
Reference	Measure	FY 2019	FY 2020	FY 2021				
Reference	Measure	Actual	Actual	Actual				
BG2	Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone between FY17-FY21 <sup>1</sup> .		610 In Progress					
T5	Plant 15,000 trees between FY17-FY21 <sup>2</sup> .	233	14	63				
T5	Plant 1,000 trees in Canopy Roads between FY17-FY 21 <sup>3</sup> .	96	0	0				
т6	Ensure 100% of new County building construction, renovation and repair utilize sustainable design <sup>4</sup> .		See Note #4					
Т8	Construct 30 miles of sidewalks, greenways, and trails between FY17-FY21 <sup>5</sup> .	1.75	2.95	1.64				
T10	Construct 100 fire hydrants between FY17-FY21 <sup>6</sup> .	16	20	34				

Notes:

1. Since FY 2019, a total of 252 septic tanks were eliminated through the completion of the Woodside Heights, Belair, and Annawood Septic to Sewer Projects. Also, as part of the launch of the Advanced Septic System Pilot Program, 37 septic tanks have been upgraded so far. An additional 321 are planned or in progress, for a total of 610.

- 2. This only reflects the number of trees planted by the Engineering Division through planned construction projects. The Operations division and other Departments also plant trees every year.
- 3. To support the planting of 1,000 trees in the canopy roads, the County will work with the Canopy Roads Committee to update the long term management plan for the Canopy Roads including an active tree planting program. Recurring funding has been included in the Public Works budget since FY 2018 to develop an active canopy road tree planting program, estimated to plant 1,000 trees on canopy roads between FY 2018 and FY 2021.
- 4. To achieve this Target, staff worked to implement policies and procedures that will ensure sustainable design is utilized in 100% of new construction, renovation, and repair by the year 2021. On December 14, 2021, the Board adopted staff's proposed Building Sustainability Policy providing guidelines and minimum requirements for the construction and renovation of Leon County-owned and operated buildings.
- 5. This only reflects the number of sidewalk and trail miles constructed by Public Works. Other Departments, such as Parks & Recreation and Blueprint also construct sidewalks, greenways, and trails. Public Works' contribution to this target will be accomplished through the continued implementation of the County's Sidewalk Program and other transportation capital projects.
- 6. Fire hydrant construction is subject to available funding. Budgeted outyears tentatively allocate \$150,000 annually for the construction of new fire hydrants. Of this, \$50,000 is dedicated for a matching program which allows a HOA or citizen and the County to evenly share in the cost of hydrant installations. To meet this target, Public Works worked with Talquin Electric Cooperative to expedite installation of fire hydrants on the Prioritization List through the use of an outside contractor to perform installations. As a result, 102 hydrants were installed during the five-year period, which exceeds the target by 2%.

# FY 2021 Annual Performance and Financial Report

### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G1	<ol> <li>Manage staff so that not less than 35% of staff time is spent on Capital Improvement Project activities.</li> </ol>	35%	35%	35%
EN2, Q3	<ol><li>Review, permit, and inspect for completion of all projects assigned to ensure compliance with County standards.</li></ol>	100%	100%	100%
G1	3. Maintain subdivision plat review time to an average of 6 days or less.	5	5	5
G1	4. Maintain number of Leon County water bodies sampled annually.	40	40	40

### PERFORMANCE MEASUREMENT ANALYSIS

- The department met the performance goal with 35% of staff time being spent on Capital Improvement Project activities. 1.
- The department met 100% of its goal to review, permit, and inspect for completion of all projects assigned to ensure compliance with 2. County standards.
- The department met the performance goal with an average of five days review time for subdivision plats. The department sampled 40 Leon County water bodies in FY 2021. 3.
- 4.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 106-414-541

		<b>FINANCIAL</b>		STAFFING				
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	Budget	Actual	Budget	_	Adopted	Actual	Budget	
Personnel	3,440,392	3,505,922	3,849,018	Full Time	36.00	36.00	37.00	
Operating	499,906	236,945	509,364	OPS	0.00	0.00	0.00	
Transportation	17,925	9,878	17,246					
TOTAL	3,958,223	3,752,745	4,375,628	TOTAL	36.00	36.00	37.00	

\*The change in position count is due to the addition of a new Mechanical, Electrical and Plumbing Engineer.

# FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

Public Works

**DIVISION** Fleet Management PROGRAM Fleet Maintenance

#### GOAL

The goal of the Department of Public Works Fleet Management is to provide the best quality maintenance and repair at the most economical cost to the taxpayers of Leon County.

#### **PROGRAM HIGHLIGHTS**

- 1. Fleet Management Division continues to work towards improving management of resources and increasing efficiency through vehicle cost saving opportunities.
- Invested in 45 hybrid vehicles, purchased 3,800 gallons of Echo Power Eco- Friendly Recycled Petroleum Products, and recycled 1,600 (42%) gallons of used motor oil.
- 3. Performed 947 preventative maintenance services in-house.
- 4. Collected \$114,267 in surplus vehicle and equipment at auction.
- 5. Extended the useful life of five vehicles by 24 months through practices such as right-sizing and reassigning vehicles between departments to better meet the needs of each department.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G1	Hourly Shop Rate (Light Equipment)	\$80.00	\$119.00 <sup>1</sup>
G1	Hourly Shop Rate (Heavy Equipment)	\$80.00	\$129.00 <sup>2</sup>
G1	Mechanic productivity (based on 2,080 hrs. annually)	75%	66% to 72% <sup>3</sup>

Benchmark Sources:

1. Based on March 2020 survey of Local Vendor Hourly Labor Cost: Dale Earnhardt Chevrolet - \$130; Legacy Toyota - \$117, and Tallahassee Ford - \$110

2. Based on March 2020 survey of Local Vendor Hourly Labor Cost: Beard Equipment - \$120, Capital Truck - \$150, and Ring Power - \$116

3. The Mechanic Productivity rate is based on data from Beard Equipment and Ring Power, 2019.

#### **PERFORMANCE MEASURES**

Priorities		Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G1	1.	Number of chargeable hours.	5,198	5,500	4,788
G1	2.	Number of preventative maintenance services performed.	1,156	1,000	1,022
EN4	3.	Number of alternative fuel vehicles purchased.	3	2	1
EN4	4.	Number of average miles per gallon for hybrid vehicles.	26.47	27	26.13

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The number of chargeable hours decreased for FY 2021 due to less miles driven as a result of more staff working from home and more services being offered virtually because of COVID-19.
- 2. The Division preformed 1022 preventative maintenance services in FY 2021 exceeding the performance goal of 1,000.
- 3. The Division continues to increase the number of alternative fuel vehicles purchased to meet the County's long-term goal of reducing petroleum consumption. The Division purchased one hybrid vehicle in FY 2021 and have another two pending delivery.
- 4. As stated, the division only added one new hybrid vehicle in FY 2021, so the average mile per gallon (MPG) for hybrid vehicles is consistent with the FY 2020 actuals at 26.13 MPG.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 505-425-591

		FINANCIAL				STAFFING			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022		
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget		
Personnel	616,912	521,393	502,300	Full Time	9.00	9.00	8.00		
Operating	2,452,221	2,291,514	2,326,338	OPS	0.00	0.00	0.00		
Transportation	4,445	8,284	9,367						
TOTAL	3,073,578	2,821,191	2,838,005	TOTAL	9.00	9.00	8.00		

\*The change in position count is due to the elimination of a vacant administrative associate position to offset the costs for a new Mechanical, Electrical and Plumbing Engineer position for the Engineering division.

# Leon County Fiscal Year 2021 Annual Performance and Financial Report

# Development Support & Environmental Management Business Plan

The mission of the Leon County Department of Development Support & Environmental Management is to support the development of a sustainable community and its built environment, while protecting and preserving our natural resources to maintain the quality of life for all citizens, while building positive relationships through exceptional customer service.

- Statement **Environment** EN1 – Protect the quality and supply of our water. • EN2 – Conserve and protect environmentally sensitive lands and our natural ecosystems. • EN3 – Promote orderly growth and sustainable practices. • EN4 – Reduce our carbon footprint. ٠ **Quality of Life** Q1 – Maintain and enhance our parks and recreational offerings and green spaces. ٠ Q5 – Support strong neighborhoods. ٠ Q6 – Promote livability, health, and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people. Governance G2 – Sustain a culture of performance, and deliver effective, efficient services that exceed expectations • and demonstrate value. Complete/Ongoing 1. Continue the deployment of an updated permitting system that is modernized to use mobile and online technologies. (G2) Complete 2. Pursue NACo's Sol Smart designation, in conjunction with the Office of Sustainability. (EN3, EN4) Complete 3. Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (EN1) Complete Implement zoning changes that allow for solar energy farms in the unincorporated 4. area while preserving the rural character of our community. (EN3, EN4) In Progress Complete an updated Building Permit fee study. (G5) 5. 1. Finalize GIS interface including process improvements, report creation, and add **Building Plans Review** permitting for wireless communication on utility poles based on new ordinance. and Inspection, OIT 2. Awarded the Sol Smart Gold designation. Development
- Services, Sustainability Actions Agenda item presented to the Board for approval of the report on the County's Environmental 3. current water quality and stormwater initiatives in October 2019 Services, Public Works Adopted an ordinance amending Section 10-1.101 of the Land Development Code 4. Development Services, PLACE
  - Staff is continuing data collection and coordinating with the consultants to finalize **Development Services** 5. the study.

Mission

**Strategic Priorities** 

Strategic Initiatives

Leon County Fiscal Year 2021 Annual Performance and Financial Report

# **Development Support & Environmental Management**

Target: Reduce by at least 30% the average staff time it takes to approve a single-family building permit. (T13)								
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021			
% Staff Approval Time <sup>1</sup>	9%	18%	18%	30%	30%			

Notes:

1. In FY 2020, the County achieved the five-year Target to reduce by 30% the time it takes to approve a single-family building permit by achieving average permit time of 8 days. Reductions in average permitting times during FY 2020 are due to the flat fee modification approved by the Board in November 2019 as well as improvements to the electronic plan review software. In FY 2021, the review time remained consistent with the previous fiscal year, averaging eight days to issuance, even though the number of building permits being issued increased. During this time, DSEM issued 6,598 building permits, 619 of which were for single family homes. Since it is anticipated the submittal of single-family building permits will remain at or close to the same level for the upcoming year, the 8-day single family building permit issuance time frame is expected to remain the same throughout the 2022 fiscal year.

\* The Board is anticipated to develop a new set of Targets and Goals at its January 2022 Retreat as part of the next strategic planning cycle.

#### DEPARTMENT

Development Support & Env. Management

DIVISION

PROGRAM

Bldg. Plans Review & Inspection Bldg. Plans Review & Inspection

#### GOAL

The goal of the Building Plans Review and Inspections Division is to ensure that built environments are safe, accessible and energy efficient through compliance with all applicable construction codes, plans review, inspections, the use of automated technologies and continuing staff development.

#### **PROGRAM HIGHLIGHTS**

- 1. Performed 31,411 building, electrical, plumbing and mechanical inspections, completing the associated plan reviews and issuing approximately 6,598 building permits.
- 2. Staff coordination resulted in an average of eight days to issuance of new single-family home building permits.
- 3. Continued working with MIS to fully implement Selectron building inspection software to allow customers to text inspection requests and provide more inspection information to customers.
- 4. Re-engineered the County's permitting system in collaboration with MIS.
- 5. Implemented an inspection affidavit for roofing contractors to streamline the process.
- 6. Made improvements to the DSEM website to increase availability of information for customer access.

7 2021 Annual Performance and Financial Report

Strateg	ic Plan Bold Goals and Five-Year Targets			
Reference		FY 2019 Actual	FY 2020 Actual	FY 2021 Actual
T13	Reduce by at least 30% the average time it takes to approve a single-family building permit. <sup>1</sup>	18%	30%	30%

#### \*Notes:

In FY 2020, the County achieved the five-year Target to reduce by 30% the time it takes to approve a single family building permit by achieving average permit time of eight days. Reductions in average permitting times during FY 2020 are due to the flat fee modification approved by the Board in November 2019 as well as improvements to the electronic plan review software. In FY 2021, the review time remained consistent with the previous fiscal year, averaging 8 days to issuance, even though the number of building permits being issued increased. During this time, DSEM issued 6,598 building permits, 619 of which were for single family homes. Since it is anticipated the submittal of single-family building permits will remain at or close to the same level for the upcoming year, the 8-day single family building permit issuance time frame is expected to remain the same throughout the 2022 fiscal year.

#### BENCHMARKING

Priorities	Permit Review Time Frames <sup>1</sup>	Single Family			Commercial		
Priorities	Fernit Review Time Frames	Total Days		Staff	Total Days	Applicant	Staff
G2	2019 Actual	29	20	9	42	25	17
G2	2020 Actual	19	11	8	40	26	14
G2	2021 Estimate	24	16	8	40	26	14
G2	2021 Actual	17	9	8	35	22	13

Notes:

1. Review items are based on calendar days and include both staff and applicant/consultant holding periods.

#### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G2	<ol> <li>Number of building inspections performed.</li> </ol>	26,586	30,000	31,411
G2	<ol><li>Percentage of inspections completed on time.</li></ol>	100%	100%	100%
G2	3. Percentage of permit requests completed within 30 days.	100%	100%	100%
G2	<ol><li>Building Inspections per day per inspector.</li></ol>	19	15	20
G2	5. Plan reviews per plans examiner per day.	8	9	9
G2	<ol><li>Number of permits issued and processed.</li></ol>	5,796	5,700	6,598

#### PERFORMANCE MEASUREMENT ANALYSIS

1. The increase in the number of inspections performed is due to the increase in building permits issued.

- 2. The percentage of inspections completed on time remained consistent with the previous fiscal year.
- 3. The percentage of permit requests completed within 30 days is consistent with the previous year.
- 4. The number of building inspections per day per inspector increased due to the additional number of permits issued.
- 5. The slight increase in the number of plan reviews per plans examiner per day is due to the additional number of permits issued.
- 6. The number of building permits issued increased significantly, the result of an economic rebound as the County emerges from the detrimental effects of the COVID-19 pandemic.

# FY 2021 Annual Performance and Financial Report

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 120-220-524

		<b>FINANCIAL</b>				<u>STAFFING</u>		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel	1,811,788	1,727,961	1,923,169	Full Time	24.45	24.45	24.95	
Operating	213,420	85,203	169,716	OPS	0.00	0.00	0.00	
Transportation	39,674	29,347	50,078					
Capital Outlay	-	-	-					
TOTAL	2,064,882	1,842,511	2,142,963	TOTAL	24.45	24.45	24.95*	

\*Change in staffing is due to the reorganization of DSEM associated with the elimination of the Customer Engagement Services division to streamline management oversight and the addition of a new Building Inspector position.

# FY 2021 Annual Performance and Financial Report

# DEPARTMENT

Development Support & Env. Management

#### DIVISION Support Services

#### PROGRAM Support Services

#### GOAL

The goal of the Division of Support Services is to provide the administrative direction and support necessary to enable the Department to serve the public, governmental entities, and the development and environmental communities by managing growth and protecting the natural environment through public information and assistance, development review and permitting activities, and other compliance related services consistent with all applicable County and State plans, regulations, and policies.

#### **PROGRAM HIGHLIGHTS**

- 1. Continued to provide administrative support and back-up assistance to all Department Divisions.
- 2. Continued to provide exceptional customer service for walk-in and telephone customers and responding to public records and Citizen Connect requests.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-424-537

	<u> </u>		STAFFING				
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget	<u> </u>	Adopted	Actual	Budget
Personnel	375,430	353,634	556,974	Full Time	3.90	3.90	6.65
Operating	22,117	16,013	37,306	OPS	0.00	0.00	0.00
TOTAL	397,547	369,647	594,280	TOTAL	3.90	3.90	6.65*

\* Change in staffing is due to the reorganization of DSEM associated with the elimination of the Customer Engagement Services division to streamline management oversight.

Services division to streamline management oversight.

Leon County FY 2021 Annual Report

# Leon County Government

# FY 2021 Annual Performance and Financial Report

# DEPARTMENT

Development Support & Env. Management

DIVISION **Customer Engagement Services**  PROGRAM

**Customer Engagement Services** 

#### GOAL

The goal of the Customer Engagement Services Division is to better promote and perform process and service improvements with realignments to the permit intake process, providing a more hands-on approach to customer service.

#### **PROGRAM HIGHLIGHTS**

- Continued to provide exceptional customer service to the community and ensured that all approved development met or exceeded the 1. minimum development standards.
- 2. Assisted 4,169 walk-in customers and 20,201 phone call inquiries.

# PERFORMANCE MEASURES

Priorities	Performance Measures		FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G2	1.	Number of walk-in customers.	3,680	4,500	4,169
G2	2.	Number of telephone calls processed.	19,046	20,000	20,201
G2	3.	Total application review fees received (millions).	\$3.50	\$3.52	\$5.10

#### PERFORMANCE MEASUREMENT ANALYSIS

- The number of walk-in customers increased due to the easing of COVID-19 pandemic restrictions and an overall increase in development 1. activity .
- 2. This increase was less than anticipated due to an increase in customer visits to the website.
- 3. This performance measure factors in application fees collected by the entire Department of Development Support & Environmental Management.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-426-537

			STAFFING				
	FY 2021	FY 2021	FY 2022*		FY 2021	FY 2021	FY 2022*
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	216,026	100,157	-	Full Time	2.25	2.25	-
Operating	1,615	1,615	-	OPS	0.00	0.00	-
TOTAL	217,641	101,772	-	TOTAL	2.25	2.25	-

\* Cessation of budget/staffing in FY 2022 is due to the reorganization of DSEM associated with the elimination of the Customer Engagement

# FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

Development Support & Env. Management

# DIVISION Development Services

**PROGRAM** Development Services

#### GOAL

To guide and support the development of sustainable communities through the adopted policies of the Comprehensive Plan and development standards of the Land Development Code, while ensuring and promoting the quality of life for all citizens of Leon County Florida.

# **PROGRAM HIGHLIGHTS**

- 1. Reviewed and approved 57 site and development plan applications, 82 minor subdivision applications, 1,875 land use compliance applications, issued 30 concurrency certificates and 228 permitted use verifications.
- 2. Worked with Keep it Rural Coalition and Tall Timbers on a request to amend the Land Development Code's Rural zoning district standards for community service uses.
- Negotiated with the owner of a warehouse development on Capital Circle SW to draft a Development Agreement that would create a flood attenuation facility to offset their development impacts while providing the County flood attenuation volume for future capital improvements.
- 4. Worked with Human Services and Community Partnerships on addressing the recommendations from the Affordable Housing Committee regarding inclusionary housing.
- 5. Worked extensively with developers and residents to address ideas and concerns related to the following development project applications: a 2,849,278 square foot fulfillment center and commercial subdivision located near the I-10 and Mahan Drive interchange; a 63,144 square foot commercial retail development in the Cawthon property located at the southeast intersection of Bull Headley Road and Bannerman Road; a 19,097 square foot retail development near the intersection of Vineland Drive and Mahan Drive; and a Residential development within Fallschase Units IV-VI that includes a total of 251 dwelling units.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

#### BENCHMARKING

Priorities	Site Plan Types $\rightarrow$	Mean time for review of AS	Mean time for review of ASAP <sup>1</sup> , Limited Partition, and Type A, B, C, D applications						
	Fiscal Year ↓	Total Days <sup>2</sup>	Applicant <sup>2</sup>	Staff <sup>2</sup>					
G2	2018 Actual	107	81	26					
G2	2019 Actual	144	120	24					
G2	2020 Actual	109	84	25					
G2	2021 Estimate	94	70	24					
G2	2021 Actual	52	35	17					

Notes:

1. Administrative Streamlined Approval Process (ASAP) includes minor site plan reviews that require significantly fewer days to complete, resulting in a lower combined mean time for review.

2. Review times are based on calendar days. "Applicant" refers to number of days that the applicant was responsible for making corrections to the plan; "Staff" refers to number of days that staff spent reviewing the plan.

### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q6,EN1-4,G2	1. Number of site and development plan reviews (Limited Partition, Type A-D).	50	80	57
Q6,EN1-4,G2	<ol> <li>Number of subdivision/site plan exemption determinations completed by staff within the applicable time frames as established by Code.</li> </ol>	97	95	82
Q6,EN1-4,G2	3. Number of Permitted Use Verifications (PUV) and zoning letters issued within 15 days.	247	265	228
EN1-4,Q6	4. Number of zoning compliance determinations for residential development.	1,619	1,800	1,875
EN1-4,Q6,G2	<ol><li>Number of Board of Adjustment and Appeals Requests.</li></ol>	10	5	5
Q6,G2	<ol> <li>Number of Concurrency Management Certificates Issued, small &amp; large projects.*</li> </ol>	26	25	30
EC2,EN1-4,G2,Q6	7. Number of Development Agreements reviewed & Development of Regional Impact (DRI) Applications reviewed with recommendations provided to the Board.	4	3	4
EN1-4,Q6,G2	<ol> <li>Number of Land Development Code (LDC) amendments by section, recommended to the Board for approval.</li> </ol>	28	25	3

Notes:

\*Small = development that would generate less than 100 P.M. peak hour auto trips; Large = development that would generate 100 or more P.M. peak hour trips.

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The recent development trend indicates a slight increase in site plan applications compared to the previous year and is consistent with the FY 2021 estimate.
- 2. The number of exempt applications for FY 2021 is slightly less than the previous fiscal year.
- 3. The number of Permitting Use Verifications is slightly less than the previous fiscal year due to uncertainty in the market.
- 4. The increase in the number of zoning compliance determinations corresponds to the increase in single-family residential permitting over the past year.
- 5. The decrease in Board of Adjustment and Appeals Requests applications from the previous year is consistent with the estimate and historical trends.
- 6. The number of Concurrency Management Certificates issued is relatively consistent with the previous fiscal year.
- 7. The number of Development Agreements reviewed & DRI Applications reviewed is consistent with the previous fiscal year and includes three DRI amendments and 1 Development Agreement.

# FY 2021 Annual Performance and Financial Report

8. The decrease in LDC amendments from the previous fiscal year is the result of an increased focus on the review of large projects over the past year and less resources available for ordinance preparation.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-422-537

	ļ	FINANCIAL	
	FY 2021	FY 2021	FY 2022
<u>-</u>	Adj. Budget	Actual	Budget
Personnel	800,788	631,547	690,150
Operating	59,852	33,467	62,891
Transportation	2,305	2,355	2,861
TOTAL	862,945	667,547	755,902

		STAFFING	
	FY 2021	FY 2021	FY 2022
-	Adopted	Actual	Budget*
Full Time	9.00	9.00	8.00
OPS	1.00	1.00	1.00
TOTAL	10.00	10.00	9.00

\* Change in staffing due to the elimination of a Planner II position.

# DEPARTMENT

Development Support & Env. Management

DIVISION Code Compliance Services **PROGRAM** Code Compliance Services

#### GOAL

The goal of the Division of Code Compliance Services is to administer, centralize, coordinate and facilitate licensing code compliance, citizen review boards, and growth and environmental management services to residents, property owners and land development professionals served by the Department of Development Support and Environmental Management, in order to achieve compliance with adopted ordinances and policies.

#### **PROGRAM HIGHLIGHTS**

- 1. Attended six local gun shows to ensure compliance with the Criminal History Records Check and Waiting Period for Purchase of Firearms, aka the "Gun Show Loophole" Ordinance.
- 2. Provided assistance to 994 contractor licensing customers.
- Responded to 2,311 code compliance calls from citizens resulting in 814 site inspections and presentation of 97 cases before the Code Enforcement Board for disposition.
   Monitored 106 properties under the Abandoned Property Registration Ordinance to protect neighborhoods from becoming blighted through
- Monitored 106 properties under the Abandoned Property Registration Ordinance to protect heighborhoods from becoming blighted through distressed and abandoned properties with mortgages in default.
   Beneraded to 176 Compliance Contification Latter requires to provide for the recovery of appendict departs of appendict departs of recovery of appendict departs of appendict depart
- 5. Responded to 176 Compliance Certification Letter requests to provide for the recovery of associated costs of research and processing of open code violations and property liens.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

### BENCHMARKING

Priorities	Benchmarking*	Leon County	Benchmark			
Q6	Code compliance cases brought into compliance as % of open cases (333 cases)	41%	55.6%			
Q6	Code compliance cases brought into compliance as % of all cases (814 total)	68%	73.1%			
*Internationa	International City Management Association Comparable Performance Measurement					

\*International City Management Association Comparable Performance Measurement

# PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q6	<ol> <li>Percentage of Code Enforcement Board orders prepared and executed within 10 working days.</li> </ol>	62/100%	80/100%	76/100%
G2	2. Number of all construction address assignments and verifications completed within the permitting and review process as established by County code.	2,039	2,200	2,405

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. In FY 2021, there were 76 Code Enforcement Board orders filed within the required 10 working days. This slight increase represents the gradual progression to conduct public hearings while practicing social distancing as a result of COVID-19.
- 2. This figure is comprised of new addresses that require verification.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-423-537

	FINANCIAL						
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	397,719	404,867	444,821	Full Time	5.50	5.50	5.50
Operating	84,099	45,863	83,989	OPS	0.00	0.00	0.00
Transportation	15,000	12,294	4,888				
TOTAL	496,818	463,024	533,698	TOTAL	5.50	5.50	5.50

Leon County Government
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DEPARTMENT	DIVISION	PROGRAM
Development Support & Env. Management	Environmental Services	Environmental Services

#### GOAL

The goal of the Division of Environmental Services is to provide high quality technical and scientific permitting and review services to the public and to disseminate environmental information to the public and government agencies in support of environmental protection efforts.

### **PROGRAM HIGHLIGHTS**

- 1. Reviewed 55 natural features inventory applications and helped ensure environmental protection by reviewing 127 site plan applications.
- 2. Reviewed 84 environmental management permit applications, 23 new stormwater management facilities operating permit applications and processed 261 operating permit renewals to ensure proper operation of stormwater facilities.
- 3. Worked with the Development Services Division to review 228 permitted use verifications for environmental compliance issues.
- 4. Reviewed 208 driveway applications and 1,670 single family permit applications for environmental protection.
- 5. Performed more than 6,945 environmental inspections/reviews in support of approved permits.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

#### BENCHMARKING

Priorities	Permit Review Time Frames*	Natural Feature Inventory Environmen			Environmental Permits			
	Permit Review Time Frames	Total Days	Applicant	Staff	Total Days	Applicant	Staff	
G2	FY 2018 Actual	31	18	13	30	22	8	
G2	FY 2019 Actual	32	18	14	29	21	8	
G2	FY 2020 Actual	33	19	14	29	21	8	
G2	FY 2021 Estimate	33	19	14	30	22	8	
G2	FY 2021 Actual	23	13	10	26	19	7	

\* Review times are based on calendar days and include both staff and applicant/consultant holding periods.

#### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
EN2	1. Number of Natural Features Inventory (NFI) applications reviews.	53	56	55
EN2	<ol><li>Number of Environmental Impact Reviews associated with site plans.</li></ol>	121	175	127
EN1	<ol><li>Number of stormwater operating permits reviews.</li></ol>	34	30	23
G2	4. Number of environmental service advisor clients.	1,165	940	1,212
EN2	5. Number of single-family lot environmental permit application reviews.	1,600	1,484	1,670
EN2	6. Number of driveway application reviews.	105	284	208
EN1	<ol><li>Number of stormwater operating permit renewals completed within the 3-year renewal cycle.</li></ol>	242	242	261
EN1	8. Number of environmental inspections completed on an annual basis consistent with established guidelines.	7,536	7,264	6,945
EN2	<ol> <li>Number of Environmental Management Act permits issued within the time frame designated by Ordinance.</li> </ol>	107	116	84
EN2	10. Number of Permitted Use Verifications (PUV) and Residential Compliance Certificate (RCC) reviews.		218	228
EN1	11. Number of Science Advisory Committee meetings administered.	4	5	5

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The NFI totals were relatively consistent with past years.
- 2. The number of environmental impact reviews associated with site plans were relatively consistent with past years.
- 3. The operating permit reviews are dependent on the timing of the construction project completion and were less than the previous year.
- 4. The number of service advisor clients slightly increased due to the office re-opening after the COVID-19 stay-at-home orders.
- Single family applications were relatively consistent with the past year.
- The driveway applications increase is consistent with the increase of single-family building permits.
- 7. Operating permit renewals are based on a three-year cycle and experienced a slight increase, relative to the previous fiscal year.
- 8. Environmental inspections slightly decreased, consistent with the slight decrease in environmental permit applications.
- 9. Environmental permit applications decreased, which may be due to last year's peak in permitting activity.
- 10. The PUV and RCC reviews slightly decreased, in line with the uncertainty in the market.
- 11. The number of meetings has been reduced as the group focused on meeting only when there are items to discuss.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 121-420-537

		FINANCIAL			STAFFING	IG	
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	1,510,934	1,321,901	1,467,888	Full Time	14.90	14.90	14.90
Operating	39,131	37,819	42,696	OPS	0.00	0.00	0.00
Transportation	21,009	12,936	22,555				
TOTAL	1,571,074	1,372,656	1,533,139	TOTAL	14.90	14.90	14.90

### DEPARTMENT

Development Support & Env. Management

**DIVISION** Environmental Services **PROGRAM** FDEP Storage Tank

#### GOAL

The goal of the Department of Environmental Protection Storage Tank Program is to effectively and efficiently implement the Florida Department of Environmental Protection's Storage Tank Contract in a customer sensitive manner.

### **PROGRAM HIGHLIGHTS**

- 1. Performed 414 petroleum tank inspections in Leon, Gadsden, Wakulla and Jefferson Counties through the Leon County Petroleum Storage Tank Regulation Program.
- 2. The Leon County Petroleum Storage Tank Regulation Program continued to achieve high marks from the annual Florida Department of Environmental Protection facility files and field inspections audit.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
EN1	<ol> <li>Percent of regulated facilities inspected within Leon County.</li> </ol>	100%	100%	100%
G2	2. Percent of requests for customer assistance responded to within contract guidelines.	100%	100%	100%
EN1	<ol><li>Percent of regulated facilities inspected. *</li></ol>	50%	50%	50%
Mater				

Notes:

\* The regional program includes Gadsden, Wakulla, and Jefferson counties. The program began in FY 2012 with contractual obligations requiring these facilities to be inspected once every two years.

#### PERFORMANCE MEASUREMENT ANALYSIS

1. 100% of regulated storage tanks within Leon County were inspected, which exceeds the 50% contract requirement.

- 2. 100% of customer assistance calls were responded to in FY 2021.
- 3. As contracted, 50% of the regulated storage tanks within Wakulla, Gadsden, and Jefferson Counties were inspected.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 125-866-524

	<u>F</u>	INANCIAL			STAFFING			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	Adj. Budget	Actual	Budget	<u> </u>	Adopted	Actual	Budget	
Personnel	177,180	177,198	185,342	Full Time	2.00	2.00	2.00	
Operating	6,159	1,583	6,159	OPS	0.00	0.00	0.00	
Transportation	7,970	6,470	9,179					
TOTAL	191,309	185,251	200,680	TOTAL	2.00	2.00	2.00	

	Leon County Fiscal Year 2021 Annual Performance and Financial Report	
	Department of PLACE	
	Business Plan	
Mission Statement	The mission of the Department of PLACE (Planning, Land Management, and Community Enhancement) is of Tallahassee and Leon County by providing the City and County Commissions, the Planning Commissio committees, residents and businesses with accurate information, creative solutions, effective planning and expertise in the areas of infrastructure and economic development.	n, numerous boards,
Strategic Priorities	<ul> <li>Environment         <ul> <li>EN3 – Promote orderly growth and sustainable practices.</li> </ul> </li> <li>Quality of Life         <ul> <li>Q1 – Maintain and enhance our parks and recreational offerings and green spaces.</li> <li>Q5 – Support strong neighborhoods.</li> <li>Q6 – Promote livability, health and sense of community by enhancing mobility, encourse development, and creating public spaces for people.</li> </ul> </li> </ul>	aging human scale
Stra	<ul> <li>Governance</li> <li>G1 – Sustain a culture of transparency, accessibility, accountability, civility, and the highest st service.</li> </ul>	andards of public
	<ol> <li>Utilizing a portion of the BP settlement funds, identify solutions for weatherization of the Capital City Amphitheater stage, inclusive of potential sound mitigation elements. (EC4)</li> </ol>	Complete/Ongoing
	<ol> <li>Implement the Economic Development Strategic Plan as adopted and may be revised by the Intergovernmental Agency. (EC2)</li> </ol>	Complete/Ongoing
	3. Continue to work with FSU on the Civic Center District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration. (EC1, EC4)	Complete/Ongoing
	4. Complete and implement the joint County/City disparity study and enhancements to the MWSBE program and conduct an update to the study in 2021. (EC2)	Complete/Ongoing
	5. Expand our economic competitiveness by coordinating with regional partners to host an Americas Competitive Exchange on Innovation and Entrepreneurship (ACE) conference. (EC4)	Complete
tives	<ol> <li>Continue to partner with Shop Local 850 to promote Leon County's local businesses and entrepreneurs and develop new data sources to analyze the economic impacts of shopping local. (EC2, EC3)</li> </ol>	In Progress
nitiat	7. To address issues of economic segregation and diversity, evaluate establishing a micro-lending program for small, minority and women-owned businesses. (EC2)	Complete/Ongoing
gic II	8. Complete an evaluation of transportation fee alternatives to replace the existing concurrency management system of mobility fees. (EN3)	In Progress
Strategic Initia	<ol> <li>Explore ways to expand how local businesses can do business outside of community. (EC2, EC3)</li> <li>Implement the Tallahassee-Leon County Greenways Master Plan. (Q1, Q6)</li> </ol>	Complete/Ongoing Complete/Ongoing
07	11. Work with partners to utilize rights-of-way and utility easements to further expand the trail system. (Q1, Q6)	In Progress
	12. Complete a comprehensive review and revision to the Land Use Element of the ComprehensivePlan, including a review of inclusionary housing. (Q5)	In Progress
	13. Evaluate Expanding LeonWorks as a regional event to address work force and talent pipeline responsive to the needs of our region. (EC2)	Complete/Ongoing
	14. Explore the creation of local Enterprise Zone incentives to be managed by the Office of Economic Vitality in support of economic growth and development. (EC2)	Complete/Ongoing
	<ol> <li>As part of sense of place initiative for Miccosukee, evaluate the opportunity to combine activities from the existing community center into the Old Concord School. (Q1, Q5, Q6)</li> </ol>	Ongoing
	<ol> <li>Implement a minimum grid bicycle route network. (Q6, Q1)</li> </ol>	In Progress
	17. Evaluate incorporating social infrastructure into the comprehensive plan land use element update. (G3, G5)	In Progress
	<ol> <li>In partnership with the Canopy Roads Committee, update the long-term management plan for the Canopy Roads including an active tree planting program. (EN3)</li> </ol>	Complete/Ongoing

# Leon County Fiscal Year 2021 Annual Performance and Financial Report

# Department of PLACE

19.	Conduct an updated market feasibility study and evaluation of the Fairgrounds relocation/modification. (EC1, EC2)	In Progress
20.	Work with the City of Tallahassee to develop a branding strategy for the community's trail system. (EC4)	In Progress
21.	Support the Complete Count Committee in educating the community and promoting the 2020 Census. (G3)	Complete
	Evaluate potential enhancements to the Lake Talquin/Urban Fringe (LT/UF) zoning district to provide more opportunity for commercial uses that are functionally supportive and related to eco- tourism or natural resource-based activities along the southern shoreline of Lake Talquin. (EC2, EC4)	In Progress
23.	Develop a policy and criteria for adding County roads to the canopy road system. (EN2, EN3)	In Progress
24.	Coordinate with the City of Tallahassee in pursuing designation as an AARP Age-Friendly Community Network to enhance the community's livability for residents of all ages. (Q6)	In Progress
25.	Create a Citizen's North Monroe Street Task Force with City of Tallahassee participation, staffed by the City/County Planning Department charged with identifying opportunities to reduce crime and improve conditions along the North Monroe Corridor between Fred George Road and Tharpe Street.	Complete/Ongoing
1.	Construction of Amphitheater weatherization.	Blueprint
2.	<ul> <li>A.) Presented an implementation plan for the Blueprint 2020 infrastructure and economic development program to the Blueprint Intergovernmental Agency Board of Directions.</li> <li>B.) Held a strategic plan workshop with the IA Board to report on the actions accomplished within the last five years. As a result the IA Board approved an update to the strategic plan.</li> <li>C.) Staff is working with VisionFirst Advisors to update the 2016 long-term development strategic plan.</li> </ul>	OEV
3.	<ul><li>A.) Establishment of the Elevate Florida's Capital for Business: Catalyzing Workforce Development Opportunities program.</li><li>B.) Support TCC and Lively Technical College in matching employees who have been laid off as a result of COVID-19 with in-demand skills and trades.</li></ul>	OEV
4.	Implementation of Recommendations from the Disparity Study Update.	OEV
4. 5.	A.) Hosted the ACE Tour 8.	OEV OEV
5.	A.) Hosted the ACE Tour 8. B.) Staff participation in ACE Tours.	OEV
	<ul><li>A.) Hosted the ACE Tour 8.</li><li>B.) Staff participation in ACE Tours.</li><li>A.) Annual Small Business Saturday campaign.</li><li>B.) Open 4 Takeout Map.</li></ul>	
5. 6.	<ul> <li>A.) Hosted the ACE Tour 8.</li> <li>B.) Staff participation in ACE Tours.</li> <li>A.) Annual Small Business Saturday campaign.</li> <li>B.) Open 4 Takeout Map.</li> <li>C.) Love Your Local campaign to promote and support local, small businesses</li> </ul>	OEV OEV/Tourism/OIT
5.	<ul> <li>A.) Hosted the ACE Tour 8.</li> <li>B.) Staff participation in ACE Tours.</li> <li>A.) Annual Small Business Saturday campaign.</li> <li>B.) Open 4 Takeout Map.</li> <li>C.) Love Your Local campaign to promote and support local, small businesses</li> <li>A.) Revolving Loan Fund</li> </ul>	OEV OEV/Tourism/OIT OEV/
5. 6. 7.	<ul> <li>A.) Hosted the ACE Tour 8.</li> <li>B.) Staff participation in ACE Tours.</li> <li>A.) Annual Small Business Saturday campaign.</li> <li>B.) Open 4 Takeout Map.</li> <li>C.) Love Your Local campaign to promote and support local, small businesses</li> <li>A.) Revolving Loan Fund</li> <li>B.) Revolving Microlending Program Utilizing CARES Funds</li> </ul>	OEV OEV/Tourism/OIT OEV/ Administration
5. 6.	<ul> <li>A.) Hosted the ACE Tour 8.</li> <li>B.) Staff participation in ACE Tours.</li> <li>A.) Annual Small Business Saturday campaign.</li> <li>B.) Open 4 Takeout Map.</li> <li>C.) Love Your Local campaign to promote and support local, small businesses</li> <li>A.) Revolving Loan Fund</li> </ul>	OEV OEV/Tourism/OIT OEV/
5. 6. 7.	<ul> <li>A.) Hosted the ACE Tour 8.</li> <li>B.) Staff participation in ACE Tours.</li> <li>A.) Annual Small Business Saturday campaign.</li> <li>B.) Open 4 Takeout Map.</li> <li>C.) Love Your Local campaign to promote and support local, small businesses</li> <li>A.) Revolving Loan Fund</li> <li>B.) Revolving Microlending Program Utilizing CARES Funds</li> <li>A.) Completed Phase 1 stakeholder outreach and analysis and present to Commissions to direct consultant on the desired methodology.</li> <li>B.) Complete Phase 2A, which entails developing a Mobility Infrastructure Plan upon which new fees would be based.</li> <li>C.) Complete Phase 2B, which involves the development of necessary ordinances to implement the</li> </ul>	OEV OEV/Tourism/OIT OEV/ Administration Planning/Public
<ol> <li>5.</li> <li>6.</li> <li>7.</li> <li>8.</li> <li>9.</li> <li>10.</li> </ol>	<ul> <li>A.) Hosted the ACE Tour 8.</li> <li>B.) Staff participation in ACE Tours.</li> <li>A.) Annual Small Business Saturday campaign.</li> <li>B.) Open 4 Takeout Map.</li> <li>C.) Love Your Local campaign to promote and support local, small businesses</li> <li>A.) Revolving Loan Fund</li> <li>B.) Revolving Microlending Program Utilizing CARES Funds</li> <li>A.) Completed Phase 1 stakeholder outreach and analysis and present to Commissions to direct consultant on the desired methodology.</li> <li>B.) Complete Phase 2A, which entails developing a Mobility Infrastructure Plan upon which new fees would be based.</li> <li>C.) Complete Phase 2B, which involves the development of necessary ordinances to implement the new fee system.</li> <li>A.) Partnership with International Trade Administration to assist Tallahassee-Leon County companies that want to sell their products and services abroad. Every other month, a federal expert on global trade will be in Tallahassee offering free help and resources to local businesses seeking to become export ready for the global economy.</li> </ul>	OEV OEV/Tourism/OIT OEV/ Administration Planning/Public Works/DSEM

Actions

Leon County Fiscal Year 2021 Annual Performance and Financial Report								
Depa	rtme	ent of PLA	CE					
	B.) F	Hosted a community fo Review similar scopes b Consultant execution o	y other commur		nity issues.			Planning
		ted the 2020 Leon Wor		rticipation from	surrounding o	counties.		OEV
	<ul> <li>14. A.) Implemented the Urban Vitality Job Creation Pilot Program to incentive businesses to great jobs OE within the Promise Zone area. The program will be piloted over a three year period and continuously evaluated.</li> <li>B.) COVID-19 Grants and Assistance.</li> </ul>							
	15. Pres	entation of Miccosuke	e Rural Commur	nity Sense of Pla	ice Plan			Planning/ORS
		oare a comprehensive ude in summer Bluepri		ation showing a	Ill current inve	entory & plani	ned projects;	Planning/Blueprint
0		ude in the Land Use El support social infrastru					policies that	Planning
Actions	18. In co the repl	Planning/Public Works						
4	19. Blue Fairg	Blueprint						
	the	ested \$100,000 be approved for the updated study and analysis. Its of the rebranding survey for the Capital City to the Sea regional trail network presented at Blu May 26, 2020 IA Board meeting. The IA Board directed Blueprint to share the top three nmendations from the rebranding survey with the CRTPA for further consideration.						Blueprint/Tourism
		reach Plan was develop						Planning/CMR
		ew existing policies a ew potential zoning co				keholders in t	the area and	Planning/DSEM
	24. Pres	ewed proposed proces ented Final Workplan t P Age-Friend Commun	the City and Co			est Authorizati	ion to Submit	Planning DSEM Planning/ Administration
	25. Pres	ent Task Force recomm	nendations to th	e Board.				Planning
	Target	<u>2:</u> Co-Create 500 Entrep	oreneurial Venture	es and 11,000 Ne	ew Jobs, Includ	ing 400 High W	/age Jobs in Hig	h Tech Clusters (T2)
Ś			FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total
get	Entre	preneurial Ventures 1	78	129	166	273	412	412
arç		0 New Jobs <sup>2</sup>	3,745	3,854	6,713	-2,439	4,680	4,680
	High	Wage Jobs <sup>3</sup>	163	123	123	362	422	422
nd Five-Year Targets	formation entrepren	e last four years, Leon Cour that is in the early stages leurial ventures are repor leurship. Through these pa	of getting capitalize ted to OEV by par	ed and then develor tner organization	oping, organizing s such as Domi	g, and managing Station, Innova	a business towar tion Park, and t	rd initial profitability. New

2. Due to the COVID-19 pandemic, Leon County experienced unemployment rates as high as 8.5%, which significantly impacted the County's ability to meet the target for co-creating 11,000 new jobs . In FY 2017, at the start of the current five-year Strategic Plan, almost 147,000 jobs were located in Leon County. By the end of FY 2019, the number of jobs grew to almost 154,000. Following the pandemic in FY 2020, the local job market shrunk to approximately 144,500, a net loss of 2,439 jobs since FY 2017. However, preliminary estimates from the Department of Economic Opportunity show a gain of 7,119 jobs in FY 2021, for a five-year cumulative gain of 4,680 jobs.

3. Over the last four years, Leon County has co-created 422 high-wage jobs in high tech clusters (106% of the target).

\* The Board is anticipated to develop a new set of Targets and Goals at its January 2022 Retreat as part of the next strategic planning cycle.

**Bold Goals a** 

DEPARTMENT	DIVISION	PROGRAM
Department of PLACE	Planning Department	Planning Department

#### GOAL

The goal of the Tallahassee-Leon County Planning Department is to provide accurate information, creative and effective planning recommendations, and expertise in the areas of long-range land use, environmental and transportation planning for the orderly growth of the Leon County and Tallahassee community.

#### **PROGRAM HIGHLIGHTS**

- 1. Launched a successful Bike Month campaign in May 2021 to promote public health and quality of life incorporating both virtual and inperson opportunities. Planning for the 2022 National Bike Month campaign to promote public health and quality of life is currently underway.
- Initiated the Mobility Funding Alternatives Study with a planned study completion date in 2022.
   Initiated the Southside Action Plan to engage with stakeholders within the Southern Strategy Area.
- Led the 2021 Citizens North Monroe Corridor Task Force which is a focus group tasked with looking at major issues including crime, homelessness, and infrastructure improvements along the North Monroe Street corridor.
- 5. Reviewed nine Comprehensive Plan text and map amendments and seven concurrent rezonings during the 2021 Comprehensive Plan Cycle.
- Processed 17 rezoning applications since October 2021 including: changes to zoning districts and planned unit developments, staff analysis, and generating a Planning Commission recommendation in Tallahassee and Leon County.
- 7. Adapted public meetings to incorporate both in-person and virtual participation options.
- 8. Provided site assistance to 91 private-sector customers, and 33 public-sector customers in Leon County.

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
EN3	<ol> <li>Number of Land Use Applications processed, including Site Plans, Text Amendments, Subdivisions, Plats, etc. (County &amp; City)</li> </ol>	284	275	253
EN3	2. Number of Rezoning, PUDs reviewed. (County & City)	23	23	17
EN3	3. Number of Comp Plan Amendments analyzed and processed.	14	12	9
EN3	4. Number of new dwelling units reviewed and/or approved. (County & City)	1,268	1,400	1,497
EN3	5. Number of Non-Residential sq. ft. reviewed or approved. (County & City)	1,188,501	1,200,000	580,754
EN3	<ol><li>Number of GIS layers actively maintained.</li></ol>	48	48	50
Q5,Q6	<ol> <li>Number of Public Workshops/Listening Sessions/Neighborhood Meetings.</li> </ol>	58	82	51
Q5,Q6	<ol> <li>Number of Committee Meetings (ex: Canopy Road, Water Resources, etc.)</li> </ol>	75	65	30
Q5,Q6	9. Number of CONA Meetings.	0	6	0
EN3,G1	10. Number of Direct Mail Notices.	12,306	18,000	22,346
EN3,G1	11. Number of Web Postings or Updates.	237	220	263
EN3,G1	12. Number of Newspaper Ads. (Average 2-3 per month)	34	50	35

# PERFORMANCE MEASURES

#### PERFORMANCE MEASUREMENT ANALYSIS

- The number of development applications received is driven by external economic factors due to the market demand in new development. The decrease is attributed to the COVID-19 pandemic, supply chain shortages and an increase in the cost of goods and services throughout the nation.
- 2. The number of rezoning and planned unit development applications reviewed and processed decreased slightly due to continued growth in the County.
- 3. The number of Comprehensive Plan Amendments analyzed and processed vary year to year. The FY 2021 decrease is related to several amendments that were analyzed and processed but withdrawn before the public hearing due to inconsistencies with the Comprehensive Plan.
- 4. The total number of new dwelling units approved increased 18% from FY 2020 due to a 25% increase in single-family units and a 16% increase in multi-family units.
- 5. The square footage of non-residential development reviewed or approved decreased by 51% over FY 2020. New commercial construction activity remained strong, however there were fewer larger new construction permits in FY 2021.
- 6. The number of GIS layers maintained increased slightly due to zoning history and urban service area history added over the past year.
- 7. The number of public workshops, listening sessions, and neighborhood meetings decreased due to fewer in-person gatherings due to COVID-19. To adapt to these circumstances, the department adopted new public engagement methods, such as live and recorded virtual options that reached a broader audience with less events held.
- The number of committee meetings for FY 2021 decreased significantly due to changes in the following committees: Frenchtown committee meetings now being staffed by Neighborhood Services Department; Successful completion of the 2020 Complete Count Census Committee; and temporary suspension of Midtown Committee meetings as the group transitioned from a working group to a formalized committee.
- 9. The Council of Neighborhood Associations (CONA) changed its meeting schedule from every other month to only as needed.
- 10. The number of direct mail notices fluctuates because it is dependent upon the location of the application property and the number of properties within 1,000 ft. There was an 81% increase in FY 2021.
- 11. The number of web postings and updates exceeded the estimate by 19%.
- 12. The average number of ads per month is 2-3.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-817-515

	FINANCIAL*				STAFFING**		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	**FY 2022
<u> </u>	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	128,927	126,095	131,033	Full Time	23.50	23.50	23.50
Grants & Aid	1,203,378	693,391	966,815				
TOTAL	1,332,305	819,486	1,097,848	TOTAL	23.50	23.50	23.50

\* County portion of funding only. \*\* Total City/County staffing.

	Leon County Fiscal Year 202	1 Annual I	Performan	ce and Fin	ancial Rep	port			
	<b>Office of Financia</b>	Office of Financial Stewardship							
	<b>Business Plan</b>								
Mission Statement	The mission of the Office of Financial Stewardship is to provide sound financial management, ethical procurement services and asset control to the Board of County Commissioners, County Administrator and Board departments, offices and divisions, while minimizing long-term costs associated with accidental losses, in order to support effective decision making and ensure responsible stewardship of County resources.								
Strategic Priorities	<ul> <li>Governance</li> <li>G2 - Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.</li> <li>G4 - Retain and attract a highly skilled, diverse and innovative County workforce, which exemplifies the County's Core Practices.</li> <li>G5 - Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.</li> </ul>								
Strategic Initiatives	1. Seek opportunities for partnerships through NACo and FAC's enterprise programs.       Complete/ Ongoing         2. Evaluate establishing a living wage for County employees and continue to provide opportunities for industry certifications and training for those employees in skilled craft, paraprofessional, and technician complete positions. (G4)       Complete/ Ongoing								
Actions	<ol> <li>Leon County continues to participate in NACo's Government Purchasing Alliance. Leon County also continues to participate in the Florida Municipal Insurance Trust Property and Workers Compensation Purchasing Program.</li> <li>As part of the FY 2022 budget workshop, the County implemented an \$14.00/hour minimum living OMB</li> </ol>								
and gets	wage for County employees. <u>Target</u> : <i>Reduce by 60% the outstandin</i> Percentage of Outstanding	ng debt of the FY 2017	County. (T15) FY 2018	FY 2019	FY 2020	FY 2021	Total		
oals an r Targo	Debt Reduced <sup>1</sup>	17%	17%	16%	16%	7.7%	73.7%		
Bold Goals a Five-Year Targ	<ul> <li>Notes:</li> <li>This goal is accounted for annually, and be debt service schedule and recent refinar</li> <li>*The Board is anticipated to develop a mathematical schedule and sche</li></ul>	ncing, the County	is on pace to exc	eed this target.		·			

DEPARTMENT	DIVISION	PROGRAM
Financial Stewardship	Office of Management & Budget	OMB

#### GOAL

The goal of the Office of Management & Budget is to continuously enhance the quality of County services by optimizing the use of County financial resources through the effective provision of planning, policy analysis, budget development, budget implementation and program evaluation services to benefit citizens, elected officials, and staff.

#### **PROGRAM HIGHLIGHTS**

- 1. International bond rating agency Moody's and Fitch continues to recognize Leon County as a financially viable organization. While other governments' bond ratings were moving down, Leon County's bond rating remained stable during the recession and was increased afterwards.
- Achieved the lowest net budget (\$861) per countywide resident among like-sized counties and one of the lowest net budgets per county resident in Florida, with only eight other counties having lower net budgets. Additionally, Leon County has six employees per 1,000 residents and ranks thirteenth lowest in employees per capita among all 67 counties.
- 3. Realized over \$44.9 million in new cost savings and cost avoidances prior to the development of the FY 2021 adopted budget, including the Sheriff Evidence Warehouse Facility reconfiguration and build out of the existing building space instead of purchasing or constructing a new building saving \$10 million, and entering into a boat ramp maintenance contract with Florida Fish and Wildlife Conservation Commission (FWC) to provide maintenance with \$350,000 in long term savings.
- 4. Provided an additional \$440,000 in capital funding for amenities at the Apalachee Regional Park cross country track to host the 2021 NCAA National Cross County Championship and the 2022 NCJAA Division I and Division II Cross County Championships.
- Budgeted CARES Act Funding with targeted distribution of \$51.2 million in Coronavirus Relief Funds allocated to Leon County including \$18.2 million for Public Health, Safety, and Compliance; \$24.4 million for Individual, Community, and Small Business Assistance; and \$8.5 million for Reserve/Replenishment Account.
- 6. Managed the LeonCARES application process and distributed over \$2.6 million in CARES Act funding to 184 local nonprofit organizations.
- 7. Balanced the current and upcoming fiscal year budgets without an offsetting increase in the millage rate or fees.

### BENCHMARKING

	Priorities	Benchmark Data	Leon County	Benchmark				
	G5 Net Budget Per Countywide Resident*		1:\$861	1:\$1,461*				
*	Development is a second from the surgery with a development of the Circle Counties. Development of Counties included by the Circle Counties in the second se							

\*Benchmark is generated from the average net budget per county resident of Like-Sized Counties. Benchmarked Counties include: Lake, St. Lucie, Escambia, Alachua, Osceola and St. Johns.

Strategic Plan Bold Goals and Five-Year Targets							
Reference	Measure	FY 2019	FY 2020	FY 2021			
Reference	Weasure	Actual	Actual	Actual			
T15	Reduce by 60% the outstanding debt of the County	49%	65%	69%			

Notes:

 In FY 2019, the County reduced its debt by 16%, leaving an outstanding balance of \$24,768,303. Based on the current debt service schedule and recent refinancing, the County is on pace to exceed this target. The County paid \$492,662 worth of interest and principal payments totaling \$7,7076,873 in FY 2020 for another 16% debt reduction. Bonds issued to acquire Leon County Office Annex Building was paid off in FY 2020, significantly reducing the amount of remaining debt.

#### FY 2020 FY 2021 FY 2021 **Priorities Performance Measures** Actual **Fstimate** Actual Yes Yes G5 Meet all requirements of FL Statutes 129 and 200 (Truth in Millage) Yes 1 2. Forecast actual major revenue sources within 5% of the budget G5 98% 98% 98% (actual collections as a % of budget) Process budget amendment request within 2 business days or the 3. G2 100% 100% 100% next scheduled Board meeting (% is an estimate) 4. Develop and print 2 semi-annual performance reports, one G5 coinciding with the final budget development and one subsequent to 2 2 2 the Board annual retreat 98% 99% G2 Review all agenda items in less than 2 days 95% of the time 99% 5 100% 100% 100% G2 6 Percentage of departmental performance measures reviewed 1 0 G2 7. 1 Number of program management reviews performed

#### PERFORMANCE MEASURES

# FY 2021 Annual Performance and Financial Report

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. Leon County received a letter of compliance from the State Department of Revenue for meeting all the FY 2021 Truth in Millage notification requirements.
- 2. Major revenues (\$249,367,440) accounted for 84% of all revenue receipts (\$280,565,746) budgeted. Actual major revenues were 5.7% more than budgeted (\$235,862,855).
- 3. The office processed 48 administrative and Board amendments during the fiscal year. Of the processed amendments, 48 or 100% were processed within two business days.
- 4. A mid-year performance report and an annual performance report were submitted by the required deadlines. The office reviewed 100% of the performance measures submitted by departments.

5. During the fiscal year OMB reviewed 288 agenda items. Of the agenda items submitted, 285 or 99% were reviewed within two days.

- 6. The percentage of departmental performance measures reviewed was consistent with the previous year.
- 7. No management reviews were conducted in FY 2021.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-130-513

	FINANCIAL			-	STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
<u> </u>	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	652,906	631,715	719,110	Full Time	7.00	7.00	7.00
Operating	75,990	64,437	79,615	OPS	0.00	0.00	0.00
Grants-In-Aid	63,175	63,175	63,175				
TOTAL	792,071	759,327	861,900	TOTAL	7.00	7.00	7.00

DEPARTMENT	DIVISION	PROGRAM
Financial Stewardship	Purchasing	Procurement

### GOAL

The goal of the Procurement Program is to provide: 1) timely and professional procurement services to secure requested supplies, services and commodities at a specified level of quality at the lowest possible cost, through open and fair competition; 2) provide contract management and compliance services; and 3) an exemplary records and management control program for the tangible personal property of Leon County.

#### **PROGRAM HIGHLIGHTS**

- 1. Provided sales and customer support to staff through ordering, stocking, and issuance of operational consumable products valued at over \$90 million during the fiscal year through more than 1800 requisitions.
- 2. Conducted over 40 competitive solicitations to ensure the best value to the County.
- 3. Maintained proper control over all records of tangible personal property through conducting an annual inventory consisting of assets valued over \$64 million with no missing items.
- 4. Conducted both on-site and online surplus sales/auctions resulting in a return of approximately \$68,000 and used online auction services and on-site surplus sales to dispose of obsolete equipment.
- 5. Continued to implement ProcureNow (OpenGov Procurement) online procurement system to increase transparency sustainability. The system allows competitive procurements to be conducted online and for vendors to respond solicitations remotely.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County	ICMA Mean	ICMA Median
	Amount of central purchasing purchases per central purchasing FTE (millions)	\$27.3	\$20.5	\$13.0
G2	Percent of purchasing conducted with purchasing card	5.48%	5.87%	2.56%

Benchmark Source: International City/County Management Association Comparable for Performance Measurement 2010

### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G2, G5	<ol> <li>Percent of completed requisitions for purchase orders processed within two days of receipt.</li> </ol>	98%	100%	98%
G2, G5	<ol> <li>Percent of bids/RFPs processed within 45 work days of receipt of request.</li> </ol>	95%	100%	96%
G2, G5	3. Number of Purchase Orders issued.	1,541	2,200	1,857
G2, G5	4. Value of Purchase Orders Issued (millions).	\$75	\$90	\$109
G2	<ol> <li>Amount of Central Purchasing Office purchases per Central Purchasing FTE (3.5 FTE allocated) (millions)</li> </ol>	\$21.4	\$23.5	\$27.3
G2, G5	6. Number of bids issued.	59	65	42
G2, G5	7. Purchasing card volume.	\$7,275,225	\$6,500,000	\$6,323,638
G5	8. Purchasing card rebate.	\$101,853	\$95,000	\$88,530
G2, G5	9. Number of assets at year-end.	8,340	8,100	8,234
G2, G5	10. Year-end total asset value (millions).	\$65.8	\$65	\$64.6
G2, G5	11. Number of surplus auctions (including online auctions).	16	40	22
G2, G5	12. Value of auction proceeds.	\$63,786	\$90,000	\$67,708
G2,G5	<ol> <li>Number of pre-bid meetings held to provide information on County projects to vendors.</li> </ol>	39	45	24
G2,G5	14. Ratio of bid protests to total solicited bids.	0:59	0:65	2:42

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The division processed 98% of completed requisitions and purchase orders within two days.
- This number has remained constant due to the combination of more complex solicitations and the review processes of other program areas.
   The number of purchase orders increased due to the impacts of COVID related programs and funding, and increased capital improvement projects.
- The value of purchase orders increased due to a rise in the number of purchase orders mainly because of CARES funded projects/programs.
- The value of purchase orders increased due to a rise in the number of purchase orders mainly because of CARES funded projects/programs.
   The increase is due to FTE's remaining constant while there was an increase in the value of purchase orders.
- The number of solicitations was slightly lower due to an increased usage of cooperative purchasing, which allows for purchases made from contracts competitively procured by other governmental entities.
- 7. The decrease in purchasing card value can be contributed to a decrease in the purchase of COVID-19 supplies.
- 8. The purchasing card rebate decrease is directly related to the decline in the purchasing card value.
- 9. The number of assets decreased slightly due to MIS procuring laptops and other technology devices to replace multiple desktop computers and tablets per person.
- 10. The decrease in the value of assets is directly related to the decrease in the number of assets.
- 11. The number of auctions increased slightly in FY 2021 due to a slight increase in the number of assets being surplus.
- 12. The value of the auctions increased slightly due to some high value assets being ready for surplus.
- 13. The number of meetings decreased based upon a decline in the total number of solicitations issued and the complexity of the projects.
- 14. There were two formal protests in FY 2021, and the County prevailed in both.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-140-513

	FINANCIAL						
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
<u> </u>	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	418,025	404,225	480,666	Full Time	6.00	6.00	6.00
Operating	48,741	44,781	46,692	OPS	0.00	0.00	0.00
Transportation	1,846	680	1,846				
TOTAL	468,612	449,687	529,204	TOTAL	6.00	6.00	6.00

DEPARTMENT	DIVISION	PROGRAM
Financial Stewardship	Purchasing	Warehouse

#### GOAL

The goal of the Warehouse Program is to procure, stock, and issue high turnover type items to facilitate work routines of County departments.

#### PROGRAM HIGHLIGHTS

- 1. Annual Warehouse inventory showed a gain of \$2,358 or 0.84% of the total valuation as compared to the national standard of +/- 1.5%.
- 2. Annual Warehouse turnover rate of 1.85 exceeds the national standard benchmark of > 1.5%.
- 3. Warehouse staff utilized competitive quoting and cooperative contracts to reduce inventory costs.
- 4. Continued to provide County staff with PPE necessary to maintain operations and stocked the libraries with masks for residents in relation to COVID-19.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark					
G2, G5	Inventory Turnover Rate (sales / inventory value)	1.85%	Greater than or equal to 1.5%					
G2, G5	Annual inventory loss/gain (to measure operational accuracy)	0.84%	Less than 1.5%+/-					
<b>D</b> / / O								

Benchmark Sources: National Institute of Governmental Purchasing, Inc. (NIGP)

#### PERFORMANCE MEASURES

Priorities	Performance Measures		FY 2021 Estimate	FY 2021 Actual
G2, G5	1. Cost per issuance.	\$8.05	\$7.75	\$10.22
G2, G5	<ol> <li>Operational cost as a % of total dollar value of issuances (expenses / \$ value of issuances).</li> </ol>	23.92%	22.5%	22.56%
G2, G5	3. Number of issuances.	14,531	15,000	11,457
G2, G5	4. Dollar volume of issuances.	\$488,917	\$525,000	\$519,164

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The increase in cost per issuance in FY 2021 is due to a combination of fixed operational costs, reduced number of issuances, and increased commodity costs due to COVID-19.
- 2. The percentage of operational costs of the value of issuances decreased slightly due to operational costs remaining constant and having a reduced number of issuances due to COVID-19.
- 3. The decrease in the number of issuances is attributed to a reduced number of issuances related to COVID-19 and no major storm events in FY 2021.
- 4. The increase in dollar volume of issuances is related to the increase in costs due to market fluctuations related to COVID-19.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-141-513

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	112,970	87,263	112,520	Full Time	2.00	2.00	2.00
Operating	3,231	5,693	3,231	OPS	0.00	0.00	0.00
Transportation	930	0	702				
TOTAL	117,131	92,956	116,453	TOTAL	2.00	2.00	2.00

# FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

Financial Stewardship

DIVISION Office of Management & Budget PROGRAM Risk Management

### GOAL

The goal of Risk Management is the preservation of physical and human assets and to minimize exposure to loss to avoid costly impacts.

# **PROGRAM HIGHLIGHTS**

- 1. Risk Management continues to work towards protecting the County against the financial consequences of catastrophic, accidental losses and preserve County assets and public service capabilities from destruction or depletion.
- 2. In order to ensure that Leon County continues to maintain a safe working environment for its employees, Risk Management coordinated four safety sessions and conducted monthly site visits.
- 3. Conducted annual driver license checks on all authorized drivers, and coordinated random drug and alcohol testing.
- 4. Reviewed over 350 criminal background checks on individuals wishing to volunteer.

#### **PERFORMANCE MEASURES**

Risk Management is the process of managing the County's activities in order to minimize the total long-term costs of all accidental losses and their consequences. This is accomplished through risk identification, risk control, and risk finance.

Priorities	Performance Measures		FY 2021 Estimate	FY 2021 Actual
G5	1. Number of Workers' compensation claims filed.	153	140	92
G5	2. Number of Safety/Loss prevention training courses conducted.	8	8	11
G5	3. Number of auto accidents investigated.	6	12	4
G5	4. Number of Safety Committee meetings.	7	12	12
G4	5. # of DOT tests administered annually.	38	36	96

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The number of Workers' Compensation claims declined by 40% in FY 2021. Staff continues to train and promote safety in the workplace to reduce workers compensation claims.
- 2. In FY 2021, 11 safety training events were provided at 10 separate locations.
- There were four At-Fault automobile accidents in FY 2021. Staff continues to train and promote safety in the workplace to reduce At-Fault claims.
- 4. The Safety Committee meets on a monthly basis with consistent attendance.
- 5. Risk Management conducts random DOT drug testing in accordance with 49 CFR 382.305. The increase is related to the method of testing the entire work crew instead of individuals in FY 2021.

## FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 501-132-513

		<u> </u>	FINANCIAL			STAFFING			
		FY 2021	FY 2021	FY 2022		FY 2021		FY 2022	
	_	Adj. Budget	Actual	Budget	<u> </u>	Adopted	Actual	Budget	
Personnel		134,370	115,868	115,332	Full Time	1.00	1.00	1.00	
Operating		78,214	75,447	85,234	OPS	0.00	0.00	0.00	
	TOTAL	212,584	191,316	200,566	TOTAL	1.00	1.00	1.00	

# FY 2021 Annual Performance and Financial Report

#### DEPARTMENT

**Financial Stewardship** 

# DIVISION

Office of Management & Budget

# PROGRAM

Real Estate

# GOAL

The goal of the Office of Real Estate Management is the professional management of the County's real estate portfolio including procurement, disposition, leasing, and the administration of the County's real property.

# **PROGRAM HIGHLIGHTS**

- Negotiated two lease renewals at the Leon County Courthouse Annex. 1)
- 2) Coordinated with the Facilities and Construction Management Teams for tenant improvements at the Leon County Courthouse Annex, Cross Creek Square, and Lake Jackson Town Center.
- Successfully acquired property within the Cross Creek Center to maintain 45,000 square feet of space for the Supervisor of Elections, Voting 3) Operation Center, and 15,000 square feet of leasable space.
- 4) The County portfolio grows and contracts as parcels escheat to the County due to unpaid taxes. During FY 2021, the County, in coordination with the contracted real estate broker, sold 37 parcels generating \$241,000 in revenue.
- Continued coordination with Public Works to acquire property for right of way acquisition for capital improvement projects related to sewer, 5) stormwater and sidewalk.
- Maintained a comprehensive inventory of the County's real estate using the Tallahassee Leon County Geographic Information Systems 6) database.

#### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q2	1. Total rentable square feet available for lease	207,519	207,519	259,243
Q2	2. Total rentable square feet occupied	176,615	178,000	215,003
G5	3. Percent of total rentable square feet occupied	85.11%	85.78%	82.93%

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The total County-owned rentable square footage available for lease in FY 21 is 259,243 square feet. The increase is due to the acquisition of an additional 60,000 square feet associated with the purchase of property for the Supervisor of Elections Voting Operations Center (VOC) at Cross Creek Square. The VOC occupies 45,000 square feet and 15,000 is available for lease.
- 2. The total occupied rentable square footage in FY 2021 increased by 38,388 from FY 2020.
  - The total rentable square feet available for lease at the Leon County Courthouse Annex (BOA Building) is 130,028. The occupied а. square feet include County offices 48,755 SF; Tenants 60,222 SF; and 21,051 Vacant SF. The Annex is 81.5% leased.
  - The total rentable square feet available at the Lake Jackson Town Center is 69,215. The occupied square feet include County b. offices 34,248 SF; Tenants 26,778 SF; and 8,189 vacant SF. The Lake Jackson Town Center is 86.8% leased.
  - The total rentable square feet available at the Cross Creek Square is 60,000, and the Supervisor of Election office occupies 45,000 c. SF, while 15,000 SF are currently vacant.
- Despite the COVID-19 pandemic, leasing activity remains steady. 3

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-156-519

	FINANCIAL				STAFFING			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
_	Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel	170,312	193,408	187,483	Full Time	3.00	3.00	3.00	
Operating	208,696	188,043	209,102	OPS	0.00	0.00	0.00	
Transportation	2,638	195	2,311					
TOTAL	381,646	381,646	398,896	TOTAL	3.00	3.00	3.00	

	Leon	County Fiscal Year 2021 Annual Performance and Financial Report								
	Το	urism								
	Bu	isiness Plan								
Mission Statement	The mission of the Leon County Division of Tourism is to spearhead and coordinate the tourism marketing and management of the destination through the coordination of the hospitality industry, local governments and the business community to sustain and grow visitor spending and job creation in the Tallahassee region.									
Strategic Priorities	Qualit	<ul> <li>Economy         <ul> <li>EC1 – Do well-designed public infrastructure which supports business, attracts private investment and has long term economic benefits.</li> <li>EC4 – Grow our tourism economy, its diversity, competitiveness and economic impact.</li> </ul> </li> <li>Quality of Life         <ul> <li>Q4 – Support and promote access to basic health and welfare services to our community members most in need.</li> </ul> </li> <li>Governance         <ul> <li>G3 – Sustain a culture that respects, engages and empowers citizens in important decisions facing the community.</li> </ul> </li> </ul>								
	1.	Continue to work with FSU to host NCAA cross country national and regional championships at Apalachee Regional Park (ARP). (EC4)	Ongoing							
	2.	Enhance sports tourism through the exploration of an NFL Preseason game and other possible events at Doak Campbell Stadium. (EC4)	Ongoing							
tives	3.	Further enhance our competitiveness in attracting national and regional running championships by making additional strategic investments at the Apalachee Regional Park (EC1, EC4)	Complete/ Ongoing <sup>(ARP).</sup>							
Strategic Initiatives	4.	To continue to support Choose Tallahassee's efforts to market our community as a retirement destination. (Q4 , EC4)	Complete/ Ongoing							
ategic	5.	Utilizing a portion of the BP settlement funds, identify solutions for weatherization of the Capital City Amphitheater stage, inclusive of potential sound mitigation elements. (EC4)	Complete							
Str	6.	Continue to work with FSU on the Civic Center Arena District Master Plan to include the potential partnership to realize the convention center space desired by the County and to bring back issues related to the County's financial and programming roles and participation for future Board consideration. (EC1, EC4)	In Progress							
	7.	Support the revision of Sec. 125.0104, F.S. to modify the eligibility for levying the local option High Tourism Impact Tax to include counties that are home to Preeminent State Research Universities to levy a sixth cent to support the convention center and arena district. (EC4)	Complete/ Ongoing							
	8.	Raise awareness of County trails through the Division of Tourism Strategic Plan. (EC4)	Ongoing							
	9.	Work with the City to develop a branding strategy for the community's trail system. (EC4)	In Progress							
	10.	Coordinate and enhance local planning efforts to celebrate Leon County/Tallahassee bicentennial in 2024. (G3)	In Progress							
Actions	1.	<ul> <li>A.) Staff will partner with Florida State Athletics to assemble future bids to host 2022-2024</li> <li>NCAA cross country Regional and National Championships at Apalachee Regional Park.</li> <li>B.) In partnership with Florida State Athletics, started preparation to host the 2021</li> <li>National Collegiate Athletic Association Division One Cross County National Championships at Apalachee Regional Park.</li> </ul>	FSU Athletics, NCAA, Parks Department							
	2.	<ul> <li>A.) Continue meeting with Florida State Athletics to present the benefits of hosting a Preseason NFL Game.</li> <li>B.) Identify NFL Teams that would potentially participate.</li> <li>C.) Identify potential funding sources that would support hosting an NFL Preseason game in Doak Campbell Stadium.</li> <li>D.) Develop a presentation to promote NFL teams previously identified.</li> <li>E.) Target hosting the NFL Preseason football game in fall of 2020 or 2021.</li> <li>F.) Staff will continue to work with Complex Sports and Entertainment on ways to attract major sporting events to Doak Campbell Stadium.</li> </ul>	FSU, NFL, Florida Sports Foundation							

FY 20	021 Ai	nnual Performance and	Financial	Report							
Το	uris	m									
	3.		i Division, FS us commun ests								
	4.	A.) Continue to meet with Choo B.) Restructured contract with activities.						Choo Board	se Tallahass d	ee	
ns	5.	Cost analysis for weatherization panels have been purchased and	-		age is complete	e and sound m	itigation	-	orint IA, City nassee	of	
Actions	6.	A.) Continue to communicate w to Civic Center District developr B.) Participate with Florida State C.) Present findings and recomm	vith FSU staff a nent. e University in	nd Office of Fin	d feasibility an	alysis.			Financial ardship		
	<ol> <li>Monitor legislation with industry lobbyists while working with community partners to advance legislation in support of levying sixth cent.</li> </ol>									FSU, FADMO, County Lobbyist, Hotel partners	
	8.	<ul> <li>8. A.) Launched Trailahasssee 2.0.</li> <li>B.) Participated in an International Mountain Biking Association (IMBA) Trail Lab and began self-assessment process.</li> <li>C.) Highlighted featured trails on a monthly basis on Trailahassee.com.</li> </ul>									
	0	D.) Awarded the Southern Off-R Results of the re-branding survey	•		•			Blue	print IA		
		Staff spoke at Bicentennial meet by the Tallahassee Historical Soc	ing at the Flori	da Departmen	t of State coor	dinated			ism, CMR		
	<u>Bold G</u>	ioal: Grow the five-year tourism	economy to \$	5 billion.	<u>.</u>						
Jets			FY 2017	FY 2018	FY 2019	FY 2020	FY 202	1	Total		
Targets	Тс	purism Economic Growth <sup>1</sup>	\$.90 billion	\$.92 billion	\$1.04 billion	\$.77 billion	\$.88 billior	ו ו	\$4.5 billion		
-Year <sup>-</sup>	Target	: Attract 80 state, regional, or n									
Ne.		hompionching Attracted?	FY 2017	FY 2018	FY 2019	FY 2020	FY 202	21	Total		
Goals and Five-)		hampionships Attracted <sup>2</sup> :: Host 100,000 residents and vis	16 itors as part o	17 of the Amphith	22 neater County	13 Concert Serie	20 s.		88		
als			FY 2017	FY 2018	FY 2019	FY 2020	FY 2021		Total	]	
Go	C	oncert Series Attendance <sup>3</sup>	5,789	5,414	17,014	10,544	19,126		57,887		

1. Prior to the COVID-19 pandemic, Leon County's tourism economy was experiencing annual growth. As a result of the pandemic and subsequent travel restrictions, the County's tourism economy in FY 2020 declined by approximately 26% from the previous year. While the County was not able to meet the five-year target, there was significant economic growth during the second half of FY 2021 resulting in approximately 15% growth from the previous year.

2. Since FY 2017, the County has hosted 88 state, regional, and national championship sporting events which exceeds the five-year target by 10%.

 Since FY 2017, 28 concerts were hosted as part of the Amphitheater County Concert Series with 57,887 attendees, approximately 58% of the five-year target. Two concerts were cancelled in 2017 and 2018 by the organizers. Due to the COVID-19 pandemic, one concert was cancelled, and four were rescheduled for FY 2021.

\* The Board is anticipated to develop a new set of Targets and Goals at its January 2022 Retreat as part of the next strategic planning cycle.

Bold

Leon County Government	Leon	County	Government
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DEPARTMENT	DIVISION	PROGRAM
Division of Tourism	Tourism	Tourism Development

# GOAL

The goal of the Division of Tourism Development is to enhance the region's economic growth and quality of life by collaboratively inspiring the vitality of Leon County/Tallahassee's visitor economy.

# PROGRAM HIGHLIGHTS

- 1. Continued to promote tourism efforts through Tourist Development Tax collections, exceeding \$5 million annually.
- Utilized CARES Act and American Rescue Plan Act funding to enhance marketing efforts by aggressively targeting drive-market travelers, showcasing Leon County as a naturally scenic destination with an abundance of outdoor recreation, award-winning cuisine, and inspirational arts and culture.
- 3. Continued to build visibility for Leon County as a tourism destination through targeted marketing programs and strategic cooperative promotions with tourism industry partners.
- 4. Purchased amphitheater support space at the new Cascades Park development with County Tourist Development Tax revenue to support concerts at Cascades Park. Now operating as the "Parkview at Cascades," this upscale, multi-purpose event facility is available for public rental when not in use as back-of-the-house support for concerts.
- 5. The Tourist Development Council approved more than \$449,820 in grant funding for 72 local events.
- 6. Partnered with Tallahassee Foodies and Capital City Chamber of Commerce to launch the "Summer Backyard Bucket List" challenge, a marketing campaign encouraging residents to explore Leon County's restaurants, trails, parks, museums/attractions, arts/culture, shops, entertainments districts, etc.
- 7. Obtained two national promotions showcasing Leon County as a travel destination- Redbook Magazine and Let's Make a Deal reaching over 15.2 million individuals and valued at nearly \$1 million.
- 8. Launched new mountain bike site on VisitTallahassee.com highlighting mountain bike trails, biking businesses, events and itineraries.
- 9. Developed a customized Arts & Culture co-operative advertising program for COCA and their grantees to market to out-of-town visitors at a significantly reduced cost.
- 10. Exhibited at the first large consumer event since COVID-19 by sponsoring the Kids Village at the Dogwood Festival in Atlanta.
- 11. Worked with national journalists to achieve 176 story placements in print and online media featuring the area, its businesses and amenities, generating 360 million media impressions.
- 12. Opened the new satellite Visitor Information Center & Gift Shop at Cascades Park, marking Tourism's first consumer-facing visitor service location opening since the start of the COVID-19 pandemic.
- 13. Hosted six major cross-country events in coordination with local, state and national sports organizations implementing robust safety protocols in alignment with CDC guidelines:

Strate	Strategic Plan Bold Goals and Five-Year Targets									
Reference	Measure	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual						
BG1	Grow the five-year tourism economy to \$5 billion. <sup>1</sup>	\$1.04 billion	\$.77 billion	\$.88 billion						
T1	Attract 80 state, regional, or national championships across all sports. <sup>2</sup>	22	13	20						
Т4	Host 100,000 residents and visitors as part of the Amphitheater County Concert Series. <sup>3</sup>	17,014	10,544	19,126						

Notes:

1. Prior to the COVID-19 pandemic, Leon County's tourism economy was experiencing annual growth. As a result of the pandemic and subsequent travel restrictions, the County's tourism economy in FY 2020 declined by appropriately 26% from the previous year. While the County was not able to meet the five-year target (the five-year total was \$4.5 billion), there was significant economic growth during the second half of FY 2021 resulting in approximately 15% growth from the previous year.

2. Since FY 2017, the County has hosted 88 state, regional, and national championship sporting events which exceeds the five-year target by 10%.

3. Since FY 2017, 28 concerts were hosted as part of the Amphitheater County Concert Series with 57,887 attendees, approximately 58% of the fiveyear target. Due to the COVID-19 pandemic, one concert was cancelled, and an additional four concerts were rescheduled for FY 2021. An additional two concerts were cancelled in 2017 and 2018 by the organizers.

### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
EC4	1. Tourist Development Tax per penny <sup>1</sup>	\$973,995	\$877,347	\$1,033,223
EC4	2. Percent Change in Tourist Development Tax	-32.8%	6.4%	9%
EC4	<ol> <li>Number of total visitors to Leon County<sup>2</sup></li> </ol>	1,683,000	1,909,034	1,740,900
EC4	4. Percent Change in number of total visitors to Leon County	-30.99%	14.2%	3.4%
EC4	5. Total Direct Visitor Economic Impact (billions) <sup>2</sup>	\$0.77	\$.698	\$0.883
EC4	6. Percent Change in Direct Visitor Economic Impact	-26.42	7.9%	14.7%
EC4	7. Number of Direct Tourism Related Jobs <sup>2</sup>	11,943	10,736	12,688
EC4	8. Percent Change in the number of Direct Tourism Related Jobs	-26.05	7.5%	7.7%
EC4	9. Hotel Occupancy <sup>3</sup>	49%	47%	53%
EC4	10. Hotel Revenue (millions) <sup>3</sup>	\$97	\$97	\$106
EC4	11. Percent Change in Hotel Revenue	-35.76	6.1%	9.3%

*Note:* All FY 2020 performance measures were heavily impacted by the COVID-19 pandemic and the resulting sudden and severe decrease in travel.

# FY 2021 Annual Performance and Financial Report

#### Sources:

- 1. Data provided by the Leon County Tax Collector.
- 2. Data provided by Downs & St. Germain Research.
- 3. Data provided by Smith Travel Research.

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1-2. Tourist Development Tax collections increased by 9% from FY 2020.
- 3-8. Visitors, economic impact, and tourism related jobs all increased in the range of 3.4% to 14.7% in FY 2021.
- 9-11. Hotel Occupancy and Revenue increased in the range of 4% to 9.3%.

#### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 160-(301-304)-552, 160-888-573

	FINANCIAL				STAFFING			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	Adj. Budget	Actual	Budget	_	Adopted	Actual	Budget	
Personnel	1,006,456	1,020,510	1,042,056	Full Time	12.00	12.00	12.00	
Operating	2,956,063	2,144,029	2,272,070	OPS	0.50	0.50	0.50	
Transportation	1,601	915	1,557					
Grants & Aid	1,492,347	1,360,315	1,535,822					
TOTAL	5,456,467	4,525,770	4,851,505	TOTAL	12.50	12.50	12.50	

	Leon County Fiscal Year 2021 Annual Performance and Financial Report
	Office of Public Safety
	Business Plan
Mission Statement	<ul> <li>The mission of the Leon County Office of Public safety is to enrich, preserve and improve the lives of citizens and visitors t Leon County by:</li> <li>Promoting safety through clinically superior and compassionate pre-hospital care and life safety education through th Division of Emergency Medical Services.</li> <li>Provide education, prevention, and enforcement programs and humane animal care and control services through th Division of Animal Control.</li> </ul>
Strategic Priorities	<ul> <li>Quality of Life <ul> <li>Q3 – Provide essential public safety infrastructure and services.</li> <li>Q4 – Support and promote access to basic health and welfare services to our community members most in need.</li> </ul> </li> <li>Governance <ul> <li>G1 – Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.</li> </ul> </li> </ul>
Strategic Initiatives	<ol> <li>Continue to evaluate emergency medical response strategies to improve medical outcomes Ongoing and survival rates. (Q3)</li> <li>Implement practices and strategies to further enhance the response to mass causality Ongoing incidents; including the delivery of Stop the Bleed campaign training which teaches citizens</li> </ol>
Strategi	<ul> <li>how to assist someone suffering from major bleeding. (Q3, Q4)</li> <li>Improve pet overpopulation by engaging vested community partners in the implementation In Progress of spay and neutering strategies.</li> </ul>
Actions	<ol> <li>Implementing additional data sharing systems with Tallahassee Memorial Hospital (TMH) &amp; Capital Regional Medical Center( CRMC) and completing comprehensive medical protocol update.</li> <li>Participated in the CARE Cardiac Arrest Registry.</li> <li>Implemented new stroke patient treatment protocol.</li> <li>Partnered with Capital Area Healthy Start Coalition to provide infant CPR training programs to high-risk expectant mothers.</li> <li>Provide community risk reduction programs such as CPR and AED training.</li> <li>Continue participation in the Tallahssee Care Consortium.</li> <li>Continue participation with the multi-disciplinary quality meetings at TMH &amp; CRMC</li> <li>Conducted research study to determine if outcomes varied for patients treated with an IV or an IO.</li> <li>Awarded 2018 Florida Department of Health EMS Matching Grants to improve and enhance pre-hospital emergency medical services.</li> <li>Complete a comprehensive Medical Protocol Update.</li> </ol>

Leon County Fiscal Year 2021 Annual Performance and Financial Report											
Office of Public Safety											
Actions	into CPR trai B.) Evaluate ma appropriate C.) Partner with of stop the b D.) In cooperati to enhance response mo E.) Place stop t	ining where appr ass causality equ the Big Bend Ho bleed kits at all K- on with partner the response to l odel. he bleed kits in C	opriate. ipment deploym ealthcare Coalitio 12 schools in the first response age hostile events, inc	ent strategies ar n and Leon Coun County encies, continue to cluding the develo nd seek grant op	rther incorporate nd modify approa ity Schools in the o develop respons opment of a rescu portunities to sup	aches where deployment se strategies le task force	WS				
	B.) Implement r C.) Convene and at increasing D.) Provided fur E.) Presented a	neighborhood sw d assist commun g availability of sp nding for Be The n update on the n educational ca	eeps. ity partners with t oay and neutering Solution, Inc. pet Tallahassee Anim	the implementati services. overpopulation p al Services Shelte	y and neutering vo on of additional e revention activition r Operational Asso le City and the n	fforts aimed A es. essment.	nimal Control				
	<u>Target</u> : <i>Train 8,500 c</i>	itizens in CPR/A	EDs. (T5)								
6		FY 2017	FY 2018	FY 2019	FY 2020 <sup>2</sup>	FY 2021	Total				
and arget:	Citizens trained in CPR/AED <sup>2</sup>	1,572	1,768	2,111	718	1,227	7,396				
Bold Goals and Five-Year Targets	Notes: 1. Since FY 2017, Le the COVID-19 pa the County's ann EMS held virtual train at home.	andemic and res ual Press the Ch trainings and pa	strictions on pub est event in both artnered with the	lic gatherings, se FY 2020 and FY e Library to distr	everal planned tr 2021. While in-p	ainings were ca person trainings ne kits to encou	ncelled including were suspended, rage residents to				

# FY 2021 Annual Performance and Financial Report

# DEPARTMENT

# DIVISION

Public Safety

**Emergency Medical Services** 

PROGRAM

Emergency Medical Services

# GOAL

The goal of Leon County Emergency Medical Service Division is to provide clinically superior, compassionate, cost effective emergency medical services to all citizens and visitors of Leon County; regardless of social economic status, utilizing the latest technologies and medical care standards, within the bounds of available resources.

# **PROGRAM HIGHLIGHTS**

- 1. Celebrated 18 years of dedicated service to the community and responded to over 49,000 calls for service in FY 2021, leading the industry in setting the standard for emergency care.
- 2. Continued to provide specialized services through Critical Care Transport, Tactical Medical, Highly Infectious Patient Transport and Special Operations teams.
- 3. Continued to improve the chances of survival following a cardiac arrest event by advocating for the integration of Automated External Defibrillators (AEDs) and conducting Cardio-Pulmonary Resuscitation (CPR) training through the Heart Ready initiative.
- 4. Over 400 citizens have received training in CPR and AED use and 1,253 public access AEDs in the community are registered with EMS.
- 5. Continued to provide internships for Tallahassee Community College and North Florida College EMS students.
- 6. Continued to participate in national Cardiac Arrest Registry for Everyone program, which collects and analyzes EMS and hospital data to improve cardiac arrest outcomes.
- 7. Continued a partnership with the University of Florida to research advances in prehospital emergency pediatric patient care.
- 8. Implemented a member monitoring tool to identify members at risk for exposure to repetitive trauma.
- 9. Partnered with the FAMU 2nd Alarm Project to provide additional services.
- 10. Further enhanced the Social Service Referral Program with community partners. This program assists Paramedics in referring vulnerable patients in need of social, mental health, and financial assistance to community partners.
- 11. Provided an income-based fee discount program and continued to completely waive EMS fees for uninsured or underinsured veterans.
- 12. Maintained accreditation from the Commission on Accreditation of Ambulance Services, which sets the highest standards for patient care, organizational performance, and customer satisfaction.
- 13. Partnered with Safe Kids Big Bend, a national organization committed to working with families and communities to keep children safe from unintentional injuries, through the Community Centric Injury Reduction program.
- 14. Conducted over 58 child safety seat inspections and installations at the Public Safety Complex as well as at health and safety fairs throughout the community through the Child Passenger Safety Seat program.
- 15. Partnered with Leon County Schools and supported the Safe Routes to School program by providing a bike trailer, equipment, and medics to promote bicycle use and transportation measures and safety education to the schools and the community.
- 16. Leveraged the EMS Facebook presence to publish position information, employee highlights, safety tips and additional information.
- 17. Enhanced a recruitment website and implemented new outreach strategies to attract paramedics.
- 18. Placed into service two additional ambulances with idle reduction technology. The new vehicles reduced idling by 75%, resulting in 26-metric tons of CO2 emissions avoided and a fuel savings of seven gallons per day or approximately \$17 per day. Two additional ambulances were purchased with this technology and are expected to be delivered in the next nine months which will bring this technology to six total ambulances.
- 19. Completed construction of a Volunteer Fire Station on County Road 12 to enhance fire protection for the area and potentially make homeowners eligible for insurance discounts. Construction of this facility was done in partnership with Tall Timbers Research.
- 20. Responded to 25,000 COVID-related calls since the start of the pandemic.
- 21. Worked with the Consolidated Dispatch Agency to implement 9-1-1 caller screening protocols to identify callers as possible COVID-positive, allowing first responders to take appropriate personal protective measures.
- 22. Implemented a specific sentinel data monitoring and analysis system to monitor data for indicators of COVID-19 infection.
- 23. Implemented a member monitoring program to identify paramedics at risk for COVID-19 infection.
- 24. Initiated mandatory surgical mask or N95 respirator use by EMS members on all responses and required patient and family mask use since early April 2020.
- 25. Responded to Florida Department of Health missions for the County's Highly Infectious Disease Transport Network team to assist state assets in mitigating COVID-19.
- 26. Worked with Emergency Management, Florida Department of Health in Leon County and local hospitals to develop a plan for medical surge and developed and deployed a Rapid Alternative Response system to assist in decreasing demands on the healthcare system.
- 27. Provided paramedic assistance at community testing and vaccination sites.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q3	Percent of cardiac arrest patients that experience Return of Spontaneous Circulation (ROSC) upon arrival at the Emergency Room	59%	20% <sup>1</sup>
Q3	Percent of requests for services that result in patient transport	64%	55% <sup>2</sup>
Q3	EMS responses per 1,000 population	151.768 <sup>4</sup>	95.0 <sup>3</sup>

Benchmark source:

1. Florida EMSTARS Database, 2020

2. Florida EMSTARS Database, 2020

3. International City/County Management Association FY 2020 Benchmark Data for Jurisdictions with 250,000-499,000 population

4. Due to the rate of increase in call volume outpacing the rate of increase in population, Leon County far exceeds the standard benchmark.

Strategic Plan Bold Goals and Five-Year Targets					
Reference	Measure	FY 2019	FY 2020	FY 2021	
		Actual	Actual	Actual	
T11	Train 8,500 citizens in CPR/AEDs between FY17-FY21 <sup>1</sup>	2,111	718	1,227	

Notes:

 Since FY 2017, Leon County EMS has trained 7,396 citizens in CPR/AEDs which is 87% of the five-year target. Due to the COVID-19 pandemic and restrictions on public gatherings, several planned trainings were cancelled including the County's annual Press the Chest event in both FY 2020 and FY 2021. While in-person trainings were suspended, EMS held virtual trainings and partnered with the Library to distribute CPR Anytime kits to encourage residents to train at home.

#### PERFORMANCE MEASURES

Priorities	Performance Measures		FY 2021 Estimate	FY 2021 Actual
Q3	1. Number of calls for service responded to.	45,018	46,670	49,502
Q3	2. Number of transports made.	29,466	31,850	31,211
Q3,Q4	3. Number of public education events conducted annually.	110	150	10
Q2,Q4	<ol> <li>Number of public access Automated External Defibrillator (AEDs) registered with the Division.</li> </ol>	1,206	1,195	1,253
Q3	5. Percent of trauma alert patients correctly identified by Paramedics annually.	98%	97%	98%
Q3	6. Percent of stroke alert patients correctly identified by Paramedics annually.	99%	95%	100%
Q3	7. Percent of ST-Elevation Myocardial Infarction (STEMI) patients correctly identified by	100%	95%	98%
Q3	<ol> <li>Percent of ST-Elevation Myocardial Infarction (STEMI) electrocardiogram (EKGs) transmitted to receiving hospital by Paramedics annually.</li> </ol>	100%	100%	100%

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. In FY 2021, the division experienced a nearly 10% increase in the number of requests for service over the previous fiscal year. The total number of requests for service represents the busiest year on record for the division.
- 2. Actual transports to the hospital increased by 5.9% in FY 2021 corresponding to the significant increase in requests for service.
- 3. The division provided 10 public education and injury prevention programs to community groups in an effort to reduce the overall community health risk. The number of events, as well as citizen participation, was significantly less than the previous year due to COVID-19 delta variant and CDC guidelines on indoor gatherings.
- 4. The number of AEDs in the community registered with the division increased to 1,253 due to continuing efforts to get new and existing AEDs registered.
- 5. Based on Leon County EMS criteria, paramedics correctly identified 98% of trauma alert patients.
- 6. Based on Leon County EMS criteria, paramedics correctly identified 100% of stroke alert patients.
- 7. Patients experiencing a myocardial infarction were identified 98% of the time. Accurate assessment of a heart attack by paramedics results in faster in-hospital times and corresponding improved mortality rates.
- 8. Paramedics continue to transmit 100% of EKGs identified to the receiving hospital due to on-going emphasis on quality measure activities and improvements to the technology used during transmission.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 135-185-526

	FINANCIAL			STAFFING*			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget	_	Adopted	Actual	Budget
Personnel	13,201,830	11,357,274	14,299,213	Full Time	143.80	143.80	145.80
Operating	6,170,361	6,267,259	6,812,918	OPS	1.00	1.00	1.00
Transportation	952,889	682,688	882,908				
TOTAL	20,325,080	18,307,221	21,995,039	TOTAL	144.80	144.80	146.80

\*During the FY 2022 budgeting process, the Board approved two new EMS Supply Technician positions.

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Public Safety	Animal Control	Animal Services

# GOAL

The goal of the Division of Animal Control is to improve the well-being of citizens and animals through humane education, prevention, and enforcement programs for the citizens and domestic animals of Leon County.

#### **PROGRAM HIGHLIGHTS**

- 1. Maintained the online Animal Abuser Registry to address animal abuse and raise public awareness of animal neglect, logging nearly 2,000page views since its launch.
- 2. Educated residents about responsible pet care and animal safety by participating in three outreach events, two local community safety fairs and the Springtime Tallahassee event.
- 3. Educated pet owners on Leon County's Animal Ordinance and provided loaner dog houses to pet owners.
- 4. Rescued more than 250 pets and ensured more than 56 lost pets were returned home.
- 5. Provided leashes to help people and pets get active through quality time outdoors.
- 6. Continued to implement strategies that allow Animal Control Officers to return animals to their owners, eliminating the need to take animals to the shelter.
- 7. Passed out over 500 heat indicators/auto alert tags for citizens to place in their car to determine if the temperature was too hot to leave an animal or child inside.
- 8. Fielded over 7,900 phone calls resulting in over 2,000 service requests and over 2,500 Animal Control Officer activities.
- 9. Responded to over 417 service requests for inhumane care, resulting in the issuance of citations and referrals to the Leon County Sheriff's Department for pursuit of criminal charges.
- 10. Investigated over 100 dangerous or aggressive animal complaints.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q3,Q4	Field deployed staff to population <sup>1</sup>	1:16,797 <sup>1</sup>	1:15,000 to 18,000 <sup>2</sup>

Benchmark Sources: Florida Animal Control Association (FACA)

1. Calculation based on unincorporated area population (100,857).

2. Florida Animal Control Association 2013 policy statement on recommended staffing.

#### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q3,Q4	1. Maintain customer complaint rate at 5 per 1,000 calls received.	1.0	2.0	.01
Q3,Q4	2. Number of citations issued.	40	100	57
Q3,Q4	3. Number of field service calls (bite and service calls including follow-ups).	3,940	4,000	3,597
Q3,Q4	4. Return 7% of lost pets to their owners annually (in the field).	7%	7%	21%
Q3,Q4	5. Reduce field impounds at the Animal Shelter by 3% annually.	23%	23%	44%

#### PERFORMANCE MEASUREMENT ANALYSIS

- 1. As part of Leon LEADS Core Practices Initiative, a strong emphasis was placed on customer satisfaction training. The decrease is related to the training Officers received to resolve issues in the field.
- 2. The Division has continued a practice that emphasizes education and assistance prior to formal enforcement, however owner compliance has decreased resulting in a 43% increase in citations issued.
- 3. The decrease in field service calls is attributed to a decrease in call volume and the reclassification of an Administrative position to an Animal Control Officer which enables Officers to resolve some calls prior to responding.
- 4. The division returned 21% of lost pets in the field. This is above the FY 2020 actual and is directly related to owners utilizing microchips, I.D. tags and being home to receive their animals during the pandemic.
- 5. The number of field impounds were reduced by 44% due to the impacts of COVID-19 and the Animal Service Center providing limited services for most of FY 2021.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 140-201-562

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	511,534	453,182	531,937	Full Time	7.00	7.00	7.00
Operating	1,179,237	1,126,973	1,215,246	OPS	0.00	0.00	0.00
Transportation	53,869	48,225	52,030				
Grants & Aid	71,250	71,250	71,250				
TOTAL	1,815,890	1,699,630	1,870,463	TOTAL	7.00	7.00	7.00

	Leon County Fiscal Year 20	)21 Annua	l Performa	nce and F	inancial Re	eport		
	<b>Office of Library</b>	Office of Library Services						
	<b>Business Plan</b>	Business Plan						
Mission Statement		The mission of the Leon County Office of Library Services is to enrich the community by Inspiring a love of reading, providing a dynamic resource for intellectual, creative and recreational pursuits, and enabling residents to live a life of learning.						
Strategic Priorities	<ul> <li>Quality of Life <ul> <li>Q2 – Provide relevant library offerings which promote literacy, life-long learning and social equity.</li> </ul> </li> <li>Governance <ul> <li>G1 – Sustain a culture of transparency, accessibility, accountability, civility, and the highest standards of public service.</li> </ul> </li> </ul>							
Strategic Initiatives	<ol> <li>Explore opportunities to increase high speed internet access through a "mobile hot spot" lending Completed program. (Q2, G1)</li> <li>Implement the Leon County Essential Libraries Initiative. (G2, G3)</li> </ol>							
Actions	<ol> <li>The Mobile Hotspot Lending Program was launched in July 2018. It was an instant success, generating more than 80 reserves within the first week. Responding to patron feedback, the loan period increased from one week to two weeks, as well as an increased amount of data per device. Mobile hotspots continue to be borrowed at a steady pace and alternative uses are being considered through the discoveries from the Innovative Libraries Tour.</li> <li>Create and host physical book &amp; media displays at all libraries.</li> </ol>							
-Year	Target: Double the number of dowr	nloadable boo FY 2017	oks at the libro FY 2018	ary. (Q3) FY 2019	FY 2020	FY 2021		
-ive	Downloadable E-books <sup>1</sup>	10,002	11,771	14,276	16,581	22,178		
Bold Goals and Five-Year Targets	Notes: 1. At the start of FY 2017, Leon Cour added 10,002 new downloadable b running total of the increase over t the number of downloadable eboo the collection each month. * The Board is anticipated to develop a new	books to their o the initial 13,50 oks, the Librar	collection, 74% 00 downloaded y has calculated	of the County's books in circula the number o	s five-year Targe ation. To achieve f downloadable	t. The number e the five-year books to purc	s reported are a goal of doubling hase and add to	

# FY 2021 Annual Performance and Financial Report

### DEPARTMENT

Library Services

### DIVISION

Library Services

### PROGRAM

Policy, Planning & Operations, Public Services, Collection Services

### GOAL

The mission of the LeRoy Collins Leon County Public Library System is to be an essential resource and place for learning, engagement and innovation that provides for our community's changing needs.

### **PROGRAM HIGHLIGHTS**

- 1. Continued implementing the Essential Libraries Initiative strategic plan to address the changing needs of County residents and usage trends throughout the Library System.
- 2. Served more than 920,000 customers through the Library System and managed nearly 1,127,000 checked out materials in FY 2021, including print, DVD, audio, e-books, computers and more.
- 3. Completed the conversion to Radio Frequency Identification (RFID) to provide fast and easy self-checkout capabilities for patrons and improved inventory control.
- 4. Introduced self-checkout kiosks and self-service holds pick up at all library locations.
- 5. Hosted the fourth NEA Big Read, a community-wide reading and topical exploration program, with grant funds awarded by the National Endowment for the Arts.
- 6. Expanded the collection of "LaunchPad" tablets with pre-loaded educational games and activities through a second grant from the Panhandle Library Access Network. The collection now includes 76 Launchpads for ages 3-5 and 66 tablets for ages 5-8.
- 7. Completed a successful sixth year of the Leon County Library Lecture Series, offering four varied and informative sessions:
  - Suzanne Nienaber, "The Great Spaces Summit" on October 22, 2020.
  - Dr. Adrienne Stephenson, "Changing Faces in STEM: Heartwork Grounded in Service, Science, and Scholarship" on February 11, 2021.
  - Chloe O. Davis, "The Queens' English: The LGBTQIA+ Dictionary of Lingo and Colloquial Phrases" on June 14, 2021.
  - Elizabeth Lampman Davis, "Drawing with Whimsy and Magic: The Art of Illustration from First Sketch to Final Image" on August 14, 2021.
- Addressed the increased public demand for digital materials since the beginning of the pandemic. Since FY 2019, use of e-books, downloadable audiobooks, digital magazines, and streaming video checkouts has increased 39%.
- 9. Hosted over 1,400 virtual events with an average of 117 per month, including story times, craft classes, book clubs, trivia competitions, and special topical programs to provide citizens with family-friendly activities during the pandemic.
- 10. Distributed over 500,000 free cloth masks to citizens.
- 11. Created an eight-week virtual summer program for children and families featuring classic tales and thematic weekly take-home activities in "Adventure Bags."

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

#### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q2	Total Operating Expenditure Per Capita	\$23.19	15 <sup>th</sup> of 31
Q2	Collection Expenditure Per Capita	\$2.16	18 <sup>th</sup> of 31
Q2	Circulation Items Per Capita	4.88	13 <sup>th</sup> out of 31
Q2	Square feet Per Capita (State Standard 0.6 sf)	0.54	13 <sup>th</sup> out of 31
Q2	Children's Circulation Per Capita <sup>2</sup>	1.85	10 <sup>th</sup> out of 29
Q2	Population Per Full-Time Equivalent	0.35/1,000	6 <sup>th</sup> out of 31
Q2	Percent of Population with Library Cards	45%	17 <sup>th</sup> out of 31

Benchmark Source:

1. State Library of Florida, Annual Public Library Statistics and Ranking Tables 2019 (most current vetted information) for libraries with service population 100,001-750,000.

2. Only 29 libraries in the service population category responded to this benchmark.

	Strategic Plan Bold Goals and Five-Year Targets			
Deference	Measure	FY 2019	FY 2020	FY 2021
Reference		Actual	Actual	Actual
Т9	Double the number of downloadable books at the library <sup>1</sup>	14,276	16,581	22,178

Note:

1. At the start of FY 2017, Leon County's libraries had 13,500 downloadable books in circulation. In FY 2017, Library Services added 10,002 new downloadable books to their collection, 74% of the County's five-year Target. The numbers reported are a running total of the increase over the initial 13,500 downloaded books in circulation. To achieve the five-year goal of doubling the number of downloadable e-books, the Library has calculated the number of downloadable books to purchase and add to the collection each month.

# FY 2021 Annual Performance and Financial Report

### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q2	1. Number of total Library visits	940,194	794,860	886,117
Q2	2. Number of items in Library collection	429,734	390,300	461,986
Q2	3. Number of total material circulation	1,334,904	1,360,880	1,393,773
Q2	4. Number of total computer uses	199,900	101,149	129,790
Q2	5. Total public internet use in hours	104,773	54,132	71,348
Q2	6. Number of new volumes cataloged	14,187	28,112	16,786
Q2	7. Number of Library programs held	997	1,250	1,354
Q2	8. Number of Library programs attendance	25,494	30,000	38,746
Q2	<ol> <li>Track implementation of RDA (Resource Description and Access) and the number of entries that the library develops as the first record of a particular item for the shared international cataloging database</li> </ol>	37	40	0
G1	10. Telescope Checkouts	127	150	136
G1	11. Library Cardholders	128,964	131,544	134,709
G1	12. Followers on Social Media	9,716	11,755	10,086
Q2	13. Number of K-12 students receiving homework and reading help	49	200	80

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The total number of library visits includes door counts (in-person visits), curbside service, and website visits. Door counts continue to be lower than pre-COVID levels. Although all buildings are open, curbside service continues as a safe and convenient alternative.
- Implementation of Baker & Taylor Collection HQ and other collection development and maintenance modules in FY 2021 resulted in slower growth with the targeted removal of physical items that had not circulated in five or more years. This weeding is in preparation for future capital improvement projects as part of the Essential Libraries Initiative that identifies different uses of space as community needs evolve.
   The dV instance over FX 2020 reflect on the provide over the provide over
- 3. The 4% increase over FY 2020 reflects improved circulation of print books and digital materials.
- 4. The total number of computer uses was impacted by the reduction of available computers. All libraries operated with 33% of available computers for seven months of the fiscal year. Due to supply shortages, laptops remained unavailable.
- Reflects a 32% decrease in public internet hours due to the reduction of public access computers and laptops due to COVID-19.
   The number of new volumes cataloged increased by 18%. However, due to supply chain issues, orders for print books and DVDs from the
- Library's two main vendors were greatly delayed in FY 2021, resulting in slower growth of the physical collections.
- 7. The number of programs held grew by 36% over FY 2020 and includes both in-person and virtual events.
- 8. Program attendance increased by 52% over FY 2020 and includes virtual live program attendance; views of recorded programs; and inperson attendance.
- Resource Description and Access (RDA) is a cataloging standard for descriptive cataloging, providing instructions and guidelines on formulating bibliographic data. Reflects a 100% reduction in number of physical materials purchased that require original cataloging, due to outsourcing of most cataloging to Baker & Taylor. This performance measure has been eliminated in FY 2022.
- 10. Telescope checkouts increased 7% over FY 2020.
- 11. The number of cardholders increased by 4% over FY 2020.
- 12. Includes Facebook and Instagram followers, and MeetUp group members.
- 13. Literacy performance is a newer performance measure that was implemented in FY 2020 and will track the number of students receiving homework and reading help. Volunteers for the Homework Hub program have been fewer in number than anticipated due to COVID-19, most tutoring pairs have been meeting online only.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-(240, 241)

	FINANCIAL					<b>STAFFING</b>		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel	5,181,676	4,707,836	5,044,855	Full Time	89.20	89.20	87.70	
Operating	881,202	587,910	686,339	OPS	1.00	1.00	1.00	
Transportation	10,324	7,233	9,925					
Capital Outlay	538,325	535,934	538,325					
TOTAL	6,611,527	5,838,913	6,279,444	TOTAL	90.20	90.20	88.70*	

\*During the FY 2022 budgeting process, the Board approved the reclassification of a vacant Library Services Specialist position to Community & Media Relations (CMR), and Library Services Assistant I changed from full-time to part-time as part of the Essential Libraries Initiative identified efficiencies.

Leon County Fiscal Year 2021 Annual Performance and Financial Report								
	<b>Office of Intervention &amp; Detention Alternative</b>	S						
	Business Plan							
Mission Statement	The mission of the Leon County Office of Intercention and Detention Alternatives is to provide inform which support judicial custody release decisions, and provide alternatives to incarceration to persons a offenders, which hold them accountable, improve their ability to live lawfully and productively in the the overall administration of justice, and support community safety and well-being.	ccused of crimes and						
Strategic Priorities	<ul> <li>Governance</li> <li>G2 – Sustain a culture of performance, and deliver effective, efficient services that exceed demonstrate value.</li> <li>G4 – Retain and attract a highly skilled, diverse and innovative County workforce, which exercore practices.</li> <li>G5 – Exervice responsible stewardship of County resources, sound financial management, provision of services and community enhancements are done in a fair and equitable manner.</li> <li>Quality of Life</li> <li>Q4 - Support and promote access to basic health and welfare services to our community mem</li> </ul>	mplifies the County's and ensure that the						
Strategic Initiatives	<ol> <li>Identify and evaluate pretrial alternatives to incarceration for low level and non-violent offenders through regional partnerships and state and national efforts, including data-driven justice initiatives. (Q4)</li> <li>Continue to evaluate the effectiveness of our existing County supported re-entry programs, explore other opportinuties to further enhance re-entry efforts, and work with the Supervisor of Elections to assist former felons with registering to vote. (Q4)</li> </ol>	Ongoing/Complete Ongoing/Complete						
	3. Participate in the MIT Sloan School of Management USA Lab to explore opportunities to further enhance re-entry efforts. (G2, G5)	Ongoing/Complete						
us	<ol> <li>A.) Continued participation in Data Driven Justice biweekly telephone conferences. (Q4)         <ul> <li>B.) OIDA staff participated in the Best Practices Implementation Academy sponsored by the Substance Abuse and Mental Health Services Administration (SAMHSA) to learn about programs throughout the nation focused on reducing the number of individuals with substance abuse and mental health behaviors in the criminal justice system. (Q4)</li> <li>C.) OIDA staff completed training and certification to administer the Ohio Risk Assessment System with emphasis on the Pretrial Assessment Tool to assist in judicial decisions on release from custody and the Community Supervision Tool to develop case management plans and evaluate Veterans Treatment Court participants. (Q4)</li> <li>D). OIDA staff in partnership with criminal justice and behavorial health stakeholders developed a Strategic Intercept Map (SIM) identifying programs and resources available in the community to assist individuals with mental illness at each step in the criminal justice system from prearrest to reentry into the community. (Q4)</li> </ul> </li> </ol>	Pretrial Release, Probation, Drug and Alcohol Testing Division (DATD)						
Actions	<ol> <li>A.) Partnered with CareerSource Capital Region to refer Veterans Treatment Court participatants to the Disabled Veterans Outreach Program for intensive focused case management services for veterans with barriers to employment. (Q4)</li> <li>B.) Working with Supervisor of Elections to assist former felons to register to vote. (Q4)</li> <li>C.) Participate in the monthly Big Bend After Reentry Coalition (BBARC) meetings. (Q4)</li> <li>D. Continues to receive quarterly reports from the Public Safety Coordinating Council (PSCC) on funding from the discretionay account to better manage inmate population. (Q4)</li> </ol>	Pretrial Release, Probation						
	<ol> <li>A.) County staff traveled to MIT to attend the USA Action Learning Lab Workshop with Community Hosts. (G2, G5)</li> <li>B.) Share and collaborate with stakeholders the strategies identified in MIT USA Action Learning Lab's final report to improve local reentry efforts. (G2, G5)</li> <li>C.) Shared and/or presented the MIT USA Lab: Leon County Final Report to citizen boards such as Public Safety Coordinating Council, Status of Women and Girls and the Big Bend AFTER Reentry Coalition which is a community advocacy group for returning citizens. (G2, G5)</li> </ol>	Pretrial Release, Probation, and Administration						

### DEPARTMENT

Intervention & Detention Alternatives

**DIVISION** County Probation **PROGRAM** County Probation

### GOAL

The goal of the Leon County Probation Division is to hold defendants accountable, improve their ability to live lawfully and productively in the community, and enhance the overall administration of justice and support community safety and well-being.

### **PROGRAM HIGHLIGHTS**

- 1. Maintained an average monthly caseload of 1,691 County probationers and Supervised Pretrial Release defendants and recovered approximately \$21,000 from probationers for crime victims through court-ordered restitution.
- 2. Continued to implement initiatives to manage the jail population and reduce recidivism through cooperation with the Leon County Public Safety Coordinating Council, comprised of the State Attorney, Public Defender, Courts, Leon County Sheriff and Tallahassee Police.
- 3. Identified and supported additional services to address the increasing needs of individuals with mental illness in the community through continued participation in Data Driven Justice and Stepping Up Initiatives' quarterly learning opportunities.

### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q4	Annual average monthly hours allocated per Probation/Pretrial Officer per month, per case based upon offender risk factors and blended caseload	0.33	2.33

Benchmark Source: The American Probation and Parole Association (APPA), recommends that officers not exceed an average workload of 120 hours per month or 2.33 hours per case based on a blended caseload of low, medium and high-risk cases. This APPA benchmark includes several tasks that Leon County either does not perform (i.e., home visits, drug testing and other administrative functions) or has automated these processes to improve efficiencies in case management. This produces a lower number of hours needed by Leon County Probation staff for caseload management.

### PERFORMANCE MEASUREMENTS

Priorities		Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q4	1.	Average End of Month Caseload per hour, per Probation/Pretrial Officer.	1.02	1.12	0.33
Q4	2.	Utilize intervention strategies to minimize technical violations to no more than 20% of the total supervised.	31%	19%	16%
Q4	3.	Schedule Work Program participants to defer Division of Operations labor costs by no less than \$100K annually (based upon minimum wage only).	\$31,753	\$70,258	\$1,573
Q4	4.	Monitor participants to ensure they complete no less than 70% of the court ordered Work Program days assigned.	74%	73%	71%
Q4	5.	Schedule community service participants to ensure the equivalent of no less than 20 FTEs available to Non-Profit Agencies.	12	14	9

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The Division experienced a 68% decrease in the number of hours per case per Probation/Pretrial Officer in FY 2021. The decrease is due to pre-sentence assignments increasing by 34% and post-sentence assignments decreasing by 67%. The division continues to reallocate FTEs for pre- and post-sentence supervisions as assignments by the Courts fluctuate.
- The Division experienced a 48% decrease in technical violations in FY 2021. The elevated number of violations issued in FY 2020 were an anomaly resulting from violations of probations being issued for the Courts to retain jurisdiction in instances when community service hours or work program days could not be completed due to impacts of COVID-19.
- 3. The Division experienced a 95% decrease in deferred labor costs due to the suspension of the Work Program during the COVID-19 Pandemic.
- 4. The Division experienced a 4% decrease in the number of Work Program days completed in FY 2021.
- 5. The number of offenders assigned by the Courts to perform community service hours decreased by 25%. This may be attributed to the overall decrease in post sentence assignments in combination with the impacts of COVID-19 on community site closures and limited volunteer opportunities for assigned individuals.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-542-523

		FINANCIAL					<b>STAFFING</b>	
		FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
		Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel		1,189,157	1,152,889	1,283,750	Full Time	16.00	16.00	16.00
Operating		38,768	25,963	38,555	OPS	0.00	0.00	0.00
	TOTAL	1,227,925	1,178,852	1,322,305	TOTAL	16.00	16.00	16.00

### DEPARTMENT

Intervention & Detention Alternatives

### **DIVISION** Supervised Pretrial Release

**PROGRAM** Pretrial Release

### GOAL

The goal of the Supervised Pretrial Release Division (SPTR) is to hold defendants accountable, improve their ability to live lawfully and productively in the community, and enhance the overall administration of justice and support community safety and well-being.

### **PROGRAM HIGHLIGHTS**

- 1. Maintained an average monthly caseload of 1,691 County probationers and Supervised Pretrial Release defendants and recovered approximately \$21,000 from probationers for crime victims through court-ordered restitution.
- 2. Performed more than 5,700 criminal history reviews and demographic assessments on new arrestees to assist the court in making release decisions.
- Continued to conduct interviews and assessments with arrestees via telephone in lieu of in-person meetings to minimize COVID-19 exposure risk, enabling the safe continuation of critical defendant information in determining appropriate release options and conditions for individuals in pretrial custody.

### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q4	Average number of workload hours per Probation/Pretrial Officer, per case, per month based upon defendant risk factors and blended caseloads	0.78	2.33

Benchmark Source: The American Probation and Parole Association (APPA), recommends that officers not exceed an average workload of 120 hours per month or 2.33 hours per case based on a blended caseload of low, medium and high-risk cases. This APPA benchmark includes a number of tasks that Leon County either does not perform (i.e. home visits, drug testing and other administrative functions) or has automated these processes to improve efficiencies in case management. This produces a lower number of hours needed by Leon County Pretrial staff for caseload management.

### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q4	1. Average End of Month number of hours per case, per Probation/Pretrial Officer.	1.02	0.75	0.78
Q4	<ol> <li>Utilize intervention strategies to minimize technical violations Order to Show Cause (OTSC) to no more than 10% of the total supervised.</li> </ol>	17%	14%	16%
Q4	<ol> <li>Utilize intervention strategies to ensure no fewer than 80% of defendants supervised successfully complete pretrial.</li> </ol>	65%	67%	66%
Q4	<ol> <li>Divert jail operating costs by no less than \$10 million by promoting and utilizing supervised pretrial alternatives.</li> </ol>	\$27.8	\$25.2	\$37.1

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The Division experienced a 23% decrease in the number of hours per case per Probation/Pretrial Officer in FY 2021 due to a 34% increase in pre-sentence assignments by the Courts. The Division continues to reallocate FTEs for pre- and post-sentence supervision as assignments by the Courts fluctuate.
- 2. The Division experienced a 1% decrease in Orders to Show Cause issued by the Courts for technical violations. This decrease may be attributed to increased utilization of Technical Violation Notifications informing the Courts of low-risk non-compliance to be addressed while the defendant remains in the community.
- 3. The Division experienced a 1% increase in the number of defendants who successfully completed pretrial release in FY 2021. The increase in successful completions may be attributed to the correlating decrease in the Orders to Show Cause issued by the Courts for technical violations.
- 4. The Division experienced a 38% increase due to a 34% increase in the number of defendants assigned to the program in addition to longer periods of community supervision while cases were pending in the Court. In FY 2021, defendants were supervised an average of 22 days or 16% longer than in FY 2020.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-544-523

	FINANCIAL				STAFFING			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel	987,735	1,006,718	1,050,709	Full Time	14.00	14.00	14.00	
Operating	660,186	641,203	661,935	OPS	0.00	0.00	0.00	
TOTAL	1,647,921	1,647,921	1,712,644	TOTAL	14.00	14.00	14.00	

DEPARTMENT	DIVISION	PROGRAM
Intervention & Detention Alternatives	Drug & Alcohol Testing	Drug & Alcohol Testing

### GOAL

The goal of the Leon County Drug and Alcohol Testing Division (DATD) is to assist county departments, the judicial system and other agencies in creating a safe and secure environment free from the adverse effects caused by abuse or misuse of alcohol and drugs.

### **PROGRAM HIGHLIGHTS**

- 1. Conducted more than 200 employment-related urinalysis and alcohol tests to assist local agencies in maintaining staffing levels and compliance with federally mandated requirements to ensure continued operations of critical community resources throughout the pandemic.
- 2. Administered more than 38,700 court-ordered drug and alcohol tests.
- 3. Ensured continuation of critical community services by local agencies through the continued administration of court-ordered urinalysis and alcohol testing.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

### **PERFORMANCE MEASUREMENTS**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q4	1. Number of alcohol tests administered annually to court ordered defendants.	6,657	12,156	6,820
Q4	2. Number of urinalysis tests administered annually to court ordered defendants.	7,426	13,918	8,657
Q4	<ol><li>Number of urinalysis collections performed annually for other agencies.</li></ol>	151	201	88
Q4	<ol><li>Number of DOT tests administered annually.</li></ol>	38	36	96
Q4	5. Fees collected for alcohol tests.	\$41,241	\$59,374	\$56,719
Q4	6. Fees Collected for urinalysis tests.	\$61,390	\$122,047	\$80,455

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The Division experienced a 2% increase in alcohol tests administered to court-ordered offenders in FY 2021. The increase is due to the division resuming court-ordered testing frequencies for pre and post sentenced defendants.
- 2. The Division experienced a 17% increase in urinalysis tests administered in FY 2021. The increase can be attributed to resuming courtordered testing frequencies and providing substance testing to participants of Felony Drug Court.
- The division experienced a 42% decrease in urinalysis tests administered in FY 2021 due to suspending services for court-ordered defendants from surrounding counties and prioritizing testing for Leon County Courts and pre-employment testing based on facility capacity and staffing resources.
- 4. The Division experienced a 153% increase in DOT administered tests in FY 2021. This increase can be attributed to a change in methodology previously, an individual would be sent for testing whereas now, the entire work crew is sent. Random DOT tests, alcohol and urinalysis, are administered at the discretion of Risk Management.
- 5. The Division experienced a 38% increase in alcohol fee collections in FY 2021 due to a decrease in court orders allowing testing fees to accrue until final case disposition.
- 6. The Division experienced a 31% increase in urinalysis fee collections in FY 2021 due to an increase in urinalysis tests administered and a 60% decrease in court orders allowing testing fees to accrue until final case disposition.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 111-599-523

		FINANCIAL			STAFFING			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel	129,375	72,779	135,442	Full Time	2.00	2.00	2.00	
Operating	46,524	12,168	47,180	OPS	0.00	0.00	0.00	
тот	AL 175,899	84,947	182,622	TOTAL	2.00	2.00	2.00	

Leon County Fiscal Year 2021 Annual Performance and Financial Report									
	Off	ice of Human Services & Community Partn	erships						
	Business Plan								
Mission Statement	comr	The mission of the Leon County Office of Human Services and Community Partnerships is to build a stronger, healthier community by providing a safety net of resources, services, and solutions for citizens in need, in partnership with our community.							
Strategic Priorities	<ul> <li>Quality of Life <ul> <li>Q4 – Support and promote access to basic health and welfare services to our community members most in need.</li> <li>Q5 – Support strong neighborhoods.</li> <li>Q7 – Assist local veterans and their dependents with securing entitled benefits and advocating their interests.</li> </ul> </li> <li>Governance <ul> <li>G1 – Sustain a culture of transparency, accessibility, civility, and the highest standards of public service.</li> <li>G5 – Exercise responsible stewardship of County resources, sound financial management, and ensure that the provision of services and community enhancements are done in a fair and equitable manner.</li> </ul> </li> </ul>								
	1.	Work with the City of Tallahassee to develop a new CHSP process in-light of the United Way's decision to conduct a separate funds distribution process. (Q4)	Complete						
	2.	Implement the Joint County-City Affordable Housing Work Group's recommendations to develop a holistic plan for the redevelopment of a multi-family affordable housing project and identification of additional transitional housing opportunities through community partnerships. (Q4, Q5)	Ongoing/Complete						
	3.	Work with community partners to expand appreciation of local veterans including recognition of National Pearl Harbor Remembrance Day. (Q7)	Ongoing/Complete						
Se	4.	Continue County support of primary healthcare through participation in CareNet in order to increase access to affordable healthcare for those in need. (Q4)	Ongoing/Complete						
ic Initiatives	5.	Enhance partnership with CareerSource to increase job and economic opportunities for local veterans. (Q7)	Complete						
gic Ini	6.	Conduct a comprehensive human service needs assessment in order to align CHSP funding with the highest human services needs in the community. (Q4)	Complete						
Strateg	7.	In coordination with the Leon County Health Department, work to identify an operator for a local Syringe Exchange Program. (Q4)	In Progress						
•	8.	Develop a plan to address poverty and inequities in 32304 in collaboration with the City and other community partners. (Q4, Q5)	In Progress						
	9.	Working with community partners, develop possible options for those struggling with food insecurity by utilizing the results of Feeding Florida's recent study on food insecurity that provides granular information down to the neighborhood block group level. (Q4)	In Progress						
	10.	Become a member of the Government Alliance on Race and Equity (GARE) organization and integrate initiatives and resources of GARE in human service programs such as CHSP where possible. (G3)	Ongoing/Complete						
	11.	Develop a public engagement coordination and planning process with the City and Big Bend Continuum of Care for the siting of all future homeless shelters and support facilities. (G1, G3)	In Progress						
	1.	Worked with the City of Tallahassee to draft a new Memorandum of Understanding for the allocation of CHSP funds.	Human Services						
suo	2.	Through a competitive process, selected Tallahassee Lender's Consortium to serve as Community Land Trust in order to create additional afforadable housing opportunities.	Housing Services						
Actions	3.	Host in partnership with the Honor Flight Tallahassee, the Honor Flight Reunion Dinner recognizing National Pearl Harbor Rememberance Day.	Veteran Services						
	4.	Consideration of FY 2021 funding for the CareNet Program.	Primary Healthcare						

Leon Cou	nty Fiscal	Year 2021 A	Annual Perfo	rmance and F	inancial Rep	ort	
Office	of Hu	man Sei	rvices &	Commu	inity Par	tnership	S
	5. Estab positi	Veteran Services					
	<ul> <li>position with Veteran Services to ensure access available to local, state and federal benefits.</li> <li>6. Presented final report and recommendations to the Board regarding the CHSP Needs Assessment.</li> </ul>						
		ordination with t Syringe Exchange		ealth Department,	worked to identify	an operator for a	Primary Healthcare
		-		fforts to address ommunity partners		uities in 32304 in	Human Services
	9. Coord and p acces	Human Services/CMR					
	10. Participate on the United Partners for Human Services (UPHS) Dviersity, Equality, and Inclusion (DEI) Taskforce.						Human Services
	reviev	w the Comprehe	-	end Continuum of eon County Code es			Housing/DSEM
<u>ب</u>	Bold Goal: S	ecure more than	\$100 million in Ve	eteran Affairs (VA)	benefits for Leon C	ounty veterans an	d their families. (BG3)
Yeaı		FY 2017	FY 2018	FY 2019	FY 2020 <sup>1</sup>	FY 2021 <sup>2</sup>	Total
Five – ts	Veteran Affairs Benefits	\$38,604,146	\$18,492,095	\$20,202,490	\$20,157,147	\$21,008,552	\$118,464,430
Bold Goals and Five – Year Targets	<ol> <li>Notes:</li> <li>Estimates are based on the projected amount of Veterans Compensation &amp; Pension as well as Medical Care Exper VA for Leon County and adjusted for the unique clients served by the Leon County Veterans Office. The final numb the VA. Utilizing a much more aggressive outreach effort will be a primary strategy to serve more customers and o the dollars VA spends in Leon County.</li> </ol>						pers will be provided by
*The Board is anticipated to develop a new set of Targets and Goals at its January 2022 Retreat as part of the next strat						ategic planning cycle	

# **FY 2021 Annual Performance and Financial Report**

### DEPARTMENT

Human Services & Community Partnerships

#### **DIVISION** Veteran Services

PROGRAM Veteran Services

### GOAL

The goal of the Leon County Veteran Services Division is to assist Veterans and their dependents in accessing federal, state and local benefits earned for their honorable military service.

### **PROGRAM HIGHLIGHTS**

- 1. Facilitated claim actions that resulted in Leon County veterans receiving more than \$20 million in benefits.
- 2. Completed 5,700 benefit counseling contacts for veterans and their dependents.
- 3. Provided more than 203 StarMetro Bus passes that totaled 15,007 trips for low income and disabled veterans in partnership with the City of Tallahassee.
- 4. Facilitated 700 claim actions that resulted in Leon County veterans receiving more than \$21 million in benefits.
- 5. Managed the Veterans Resource Center where 89 veterans accessed resources to assist them with employment needs and continued partnering with Career Source Capital Regional to increase job and economic opportunities for local veterans.
- 6. Sent 14 "welcome" letters to all separating veterans who designated Tallahassee as their home of record or as the place they will be relocating to after separation.
- 7. Assisted 34 veterans through the Veterans Emergency Assistance Program (VEAP), which provides emergency financial assistance to help qualifying veterans meet critical, basic needs such as rent, mortgage, and utilities.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

Strategic Plan Bold Goals and Five-Year Targets							
Reference	Measure	FY 2019 Actual	FY 2020 Actual*	FY 2021 Estimate*			
BG3	Secure more than \$100 million in Veteran Affairs benefits for Leon County veterans and their families. <sup>1</sup>	\$20,202,490	\$20,157,147	\$21,008,552			

\*The figure for FY 2021 is an estimate. Actual reporting for this metric will be made available by the VA in time for publication in the FY 2023 Budget.

Notes:

The estimates are based on the projected amount of Veterans Compensation & Pension as well as Medical Care Expenditure reported by the VA for Leon County and adjusted for the unique clients served by the Leon County Veterans Office. The final numbers will be provided by the VA in the summer of 2022.

### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q7	1. Number of clients served.	4,583	6,000	5,716
Q7	2. Number of outreach events attended.	5	5	44
Q7	3. Number of clients served in the Veterans Resource Center.	56	60	89
Q7	4. Dollar amount of Veterans Emergency Assistance Program (VEAP) used.	\$49,546	\$45,000	\$45,206
Q7	5. Number of Veterans Emergency Assistance Program (VEAP) provided.	98	55	34

### PERFORMANCE MEASUREMENT ANALYSIS

1. Number of clients served includes internet traffic witnessed during the height of COVID-19 pandemic, October 2020 – December 2020.

2. Gatherings of large groups of people were largely canceled and prohibited from February to August due to the COVID-19 pandemic, however FY 2021 figures include virtual events attended.

3. In FY 2021, the Veterans Resource Center was shifted to allow walk-in Leon County residents to apply for the Leon CARES Individual Assistance Program and experienced a 56% increase in Veterans Resource Center usage.

4 – 5. Rent and Mortgage assistance through the VEAP was redirected to CARES funding during the COVID-19 pandemic. Average funding amount per approved VEAP application increased in FY 2021 due to the increase in maximum rent assistance from \$500/application to approximately \$1,300/application (based on Fair Market Rent Limits).

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-390-553, 569

	FINANCIAL						
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	204,080	177,312	187,069	Full Time	3.00	3.00	3.00
Operating	10,997	8,869	20,322	OPS	0.00	0.00	0.00
Grants & Aid	152,515	77,442	150,900				
TOTAL	367,592	263,623	358,291	TOTAL	3.00	3.00	3.00

Leon	County	Government
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DEPARTMENT	DIVISION	PROGRAM
Human Services & Community Partnerships	Housing Services	Housing Services

### GOAL

To efficiently and responsibly administer programs and develop community partnerships that preserve and grow the inventory of safe and sanitary affordable housing in unincorporated Leon County.

### **PROGRAM HIGHLIGHTS**

- 1. Leon County continuously works to develop community partnerships that preserve and grow the inventory of safe and sanitary affordable housing in unincorporated Leon County and administer home rehabilitation, home replacement, home ownership development, down payment assistance, emergency housing repair (short-term and permanent) and rental development & rehabilitation programs.
- 2. Continued to support the Housing Finance Authority of Leon County to issue multi-family housing revenue bonds to provide financing for affordable housing. More than 30 first-time home buyers purchased a home in Leon County through County-funded Down Payment Assistance Programs administered by the Tallahassee Lenders Consortium or through the established partnership with the Escambia Housing Finance Authority.
- 3. Assisted more than 50 citizens in addressing critical repairs through the Emergency Short-Term Housing Repair Program.
- 4. Rehabilitated and preserved more than 50\* homes owned by low-income residents in Leon County that allowed residents to remain in their homes.
- 5. Administered \$10 million of Coronavirus Relief Funds to more than 3,700 Leon County residents from the Florida Housing Finance Corporation.
- 6. Continued to leverage the fully online application for services and, through its pool of local contractors, addressed emergent needs such as installing tarps on leaking roofs, pumping out malfunctioning septic systems, and other repairs.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

# PERFORMANCE MEASUREMENTS

Priorities	Performance Measures		FY 2021 Estimate	FY 2021 Actual
Q5	<ol> <li>Number of clients receiving Purchase Assistance via Interlocal Agreement with Escambia County.</li> </ol>	35	35	32
Q5	<ol><li>Number of clients receiving SHIP Purchase Assistance.</li></ol>	13	5	6
Q5	<ol><li>Number of housing units receiving Home Rehabilitation.</li></ol>	2	2	2
Q5	<ol><li>Number of housing units receiving Home Replacement.</li></ol>	2	0	0
Q5	<ol><li>Total funding received to support the Affordable Housing Program.</li></ol>	\$534,670	\$718,000	\$729,889
Q5	6. Number of housing units receiving Emergency Housing Repair Assistance.	31	50	58
Q5	<ol><li>Percent of SHIP funding used to assist persons with special needs.</li></ol>	21%	20%	38%

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. FY 2020 and FY 2021 Actuals include purchase assistance in accordance with the Housing Finance Authority of Leon County (HFA) Inter-Local Agreement with the Housing Finance Authority of Escambia County. Market volatility and uncertainty caused by the COVID-19 pandemic has resulted in fewer purchase assistance projects in FY 2021.
- SHIP funded purchase assistance is provided through the Tallahassee Lenders Consortium and witnessed a 54% decrease in the number of projects due to limited funding across the three active SHIP funding allocations. In FY 2021, \$432,255 of the total available funding was allocated to Leon County specifically as Coronavirus Relief Funding - see item 5 for further details.
- 3. The Division rehabilitated two housing units in FY 2021, consistent with FY 2021 estimates.
- 4. Home Replacements are considered only when the cost of rehabilitation exceeds 50% of the value of a home or when not structurally sound. The Division didn't replace any homes in FY 2021 due to limited funding across the three active SHIP funding allocations.
- 5. The 35% increase in FY 2021 funding is due to the FHFC Coronavirus Relief Funding (CRF) allocation from the Florida Housing Finance Corporation in Summer 2020, which supported housing relief for impacts due to COVID-19. FY 2021 funding includes \$432,255 in Coronavirus Relief Funding, \$122,798 in SHIP loan repayments, \$66,836 in Housing Finance Authority (HFA) funding, and \$108,000 in Hurricane Housing Recovery Program (HHRP 2021) funding.
- 6. In addition to projects funded by the HFA and SHIP, FY 2021 saw an additional 27 emergency home repairs completed to improve or maintain air quality using Coronavirus Relief Funding.
- 7. This metric is based on the SHIP Florida Statue 420.9075 requirement that a minimum of 20% of the local housing distribution be used to serve persons with Special Needs as reported to Florida Housing Finance Corporation in FY 2021.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-371-569, 124-932056, 932058-554

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
-	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	526,223	524,880	545,717	Full Time	6.00	6.00	6.00
Operating	164,145	126,992	76,879	OPS	0.00	0.00	0.00
Transportation	3,706	3,801	3,663				
Grants-in-Aid	123,698	50,000	741,540				
TOTAL	817,772	705,673	1,367,799	TOTAL	6.00	6.00	6.00

Leon County FY 2021 Annual Report

Human Services & Community Partnerships Posted January 14,. 2022

# FY 2021 Annual Performance and Financial Report

### DEPARTMENT

DIVISION Human Services & Community Partnerships Health and Human Services

PROGRAM Human Services

### GOAL

To serve as a safety net to enhance the quality of life for residents by providing resources, access to social services, and short term financial assistance.

### **PROGRAM HIGHLIGHTS**

- 1. Administered, reviewed, or processed \$17.3 million in rent and utility assistance to more than 3,150 Leon County households through the Leon County CARES Emergency Rental Assistance Program.
- Provided \$35,750 in annual funding for medical examination costs for children alleged to have been abused, abandoned or neglected.
- Allocated \$102,000 in annual funding for the Direct Emergency Assistance Program (DEAP) to provide financial assistance to 36 Leon County residents for basic expenses including shelter and utility costs.
- Identified viable locations to ensure homeless populations in Leon County had safe and sanitary temporary shelter during the COVID-19 4 pandemic.
- Compiled and updated information about food distribution sites throughout the County to support children and families during the COVID-19 pandemic.
- Allocated \$84,400 to fund the State's Indigent Burial Program and transportation costs and collaborated with the Consolidated Dispatch Agency, law enforcement, and local transport providers to improve the process for transporting bodies before internment.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

### PERFORMANCE MEASUREMENTS

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q4	<ol> <li>Number of Disposition services provided for indigent, unclaimed, or unidentified persons through the Indigent Burial Program.</li> </ol>	84	120	80
Q4	2. Number of Child Protection Exams Paid.	91	120	143
Q4	<ol> <li>Number of families served by the Direct Emergency Assistance Program (DEAP).</li> </ol>	81	200	36
Q4	4. Number of Community Human Service Partnership (CHSP) Agencies Funded.	50	54	50

### PERFORMANCE MEASUREMENT ANALYSIS

- The Indigent Program provided burials/cremation for 80 residents in coordination with the County's Public Works Department and local 1. funeral homes in FY 2021. Eligibility for the Indigent Burial Program includes the deceased person having died or having remains found in Leon County, that does not have life insurance; and one of the following: the deceased being unidentified, not having the means to pay for final disposition or is unclaimed by next of kin. In FY 2021, the default method of body removal was updated to cremation, which impacted the number of application withdrawals, 16 in FY 2021 as compared to the six in FY 2020.
- Leon County provided funding to the Children's Home Society of Florida to provide child protection medial examination for alleged abused 2. and neglected children. The number of exams varies, depending on cases resulting from reports to the Florida Abuse Hotline or to law enforcement.
- The Office of Human Services and Community Partnership assisted 36 families through DEAP; during the period of March 2021 -3. September 2021, households in need of rental assistance were referred to the Leon CARES Emergency Rental Assistance program. The total number of applications processed is also expected to decrease through FY 2022 due to the increase in rent assistance maximums from \$400/application to approximately \$1,300/application (based on Fair Market Rent limits).
- The County's FY 2021 budget included \$1.4 million for CHSP. These funds supported 50 human service agencies that provided a total of 4. 84 programs.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-370-527,562,563,564,569, 001-190-562

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	32,620	59,020	74,485	Full Time	1.00	1.00	1.00
Operating	955,127	786,788	736,825	OPS	0.00	0.00	0.00
Grants & Aid	5,941,564	5,907,821	5,729,944				
TOTAL	6,929,311	6,753,629	6,541,254*	TOTAL	1.00	1.00	1.00

\*Florida statutes requires counties to contribute to State Medicaid, for FY 2022, the County's portion decreased by \$264,050

# FY 2021 Annual Performance and Financial Report

### DEPARTMENT

Human Services & Community Partnerships

**DIVISION** Health and Human Services **PROGRAM** Primary Healthcare

### GOAL

The goal of the Primary Healthcare Program is to improve the health of citizens by providing quality and cost-effective health services through collaborative community partnerships.

### **PROGRAM HIGHLIGHTS**

- 1. Provided a total local match of \$545,323 for Primary Healthcare and the behavioral health care Low Income Pool funding that allowed Apalachee Center, Bond Community Health Center and Neighborhood Medical Center to leverage an additional \$1,124,112 to support healthcare and behavioral health services for citizens.
- 2. Continued funding the Apalachee Center's establishment of a Central Receiving Facility, providing care for 956 individuals who involuntarily need access to emergency mental and/or behavioral health or substance abuse treatment in Leon County.
- 3. Leveraged local and national partnerships to help uninsured residents with limited income receive more than 2,900 prescription medications valued at more than \$1 million through the CareNet partnership with FAMU Pharmacy and Neighborhood Medical Center.
- 4. Continued the County's partnership with the National Association of Counties (NACo) to fill more than 134 prescription medications not covered by insurance at cost savings totaling \$2,463.
- Held weekly meetings with local healthcare partners, including Bond Community Health Center, Neighborhood Medical Center, and Florida Department of Health, which led to more than 5,500 citizens tested at 83 COVID-19 testing sites across Leon County.
- 6. Contributed \$1,323,768 to help fund more than 6,800 visits for primary care, dental care, and mental health services for uninsured and lowincome residents at Neighborhood Medical Center, Bond Community Health Center, and Apalachee Center.
- 7. Provided \$168,826 to the Capital Medical Society Foundation's We Care Network to coordinate donated specialty medical care and dental care for uninsured and low-income residents valued at more than \$3.87 million.

\*The numbers reflected are year-end actuals compared to the estimated numbers reported in the County Annual Report.

### **PERFORMANCE MEASURES**

Priorities	Priorities Performance Measures		FY 2021 Estimate	FY 2021 Actual
Q4	<ol> <li>Number of Residents receiving primary healthcare through the Competitive Provider Reimbursement Pool.</li> </ol>	6,848	8,000	6,844
Q4	2. Value of prescriptions filled by FAMU Pharmacy.	\$2,917,353	\$1,000,000	\$535,000
Q4	3. Value of specialty medical and dental care provided through We Care.	\$3,514,272	\$4,500,000	\$6,311,859
Q4	<ol> <li>Number of residents receiving specialty medical and dental care provided through We Care.</li> </ol>	916	800	985
Q4	5. Perform three (3) agency contract compliance reviews of patient visits.	0	0	0

### PERFORMANCE MEASUREMENT ANALYSIS

- Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center had reduced patient visits in primary healthcare during the height of the COVID-19 Pandemic. Bond Community Health Center and Neighborhood Medical Center received COVID-19 CARES relief funding to fund visits related to the pandemic which are not counted toward the number of Competitive Provider Pool primary healthcare recipients; these funds were utilized for COVID-19 testing, equipment, and staff PPE.
- 2. Fluctuations in the value of prescriptions filled by FAMU Pharmacy are due to the volatility in retail value of prescription medications provided. In FY 2020, FAMU witnessed a 68% decrease in the cost of medication and a 33% decrease in the number of prescriptions provided. In FY 2021, FAMU witnessed a 82% decrease in the cost of medication and a 30% decrease in the number of prescriptions provided.
- 3 4. The value of donated specialty medical care increased by 80% from FY 2020 to FY 2021 to a total of \$6,311,859. The number of assisted patients increased by 8% to 985 during this same period.
  - 5. In-person compliance audits were delayed due to COVID-19.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-971-562

		FINANCIAL				STAFFING			
		FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
		Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel		82,015	82,282	85,601	Full Time	1.00	1.00	1.00	
Operating		1,742,044	1,386,149	1,751,237	OPS	0.00	0.00	0.00	
	TOTAL	1,824,059	1,467,431	1,836,838	TOTAL	1.00	1.00	1.00	

l	Leon County Fiscal Year 2021 Annual Performance and Financial Report							
	Off	ice of Resource Stewardship						
	Bu	siness Plan						
Mission Statement	the C Divisi	nission of the Leon County Office of Resource Stewardship is to provide leadership and coordinatio iffice of Sustainability, the Cooperative Extension program, the Division of Facilities Management, on of Parks & Recreation, in order to identify opportunities for synergy and added efficiencies o to effectively promote stewardship of the community's natural, societal, and economic resource	Solid Waste, and the between each work					
Strategic Priorities	Env	<ul> <li>Do well-designed public infrastructure which supports business, attracts private invess long term economic benefits. (EC1)</li> <li>Support programs, policies and initiatives to attract, create, and promote expansic entrepreneurship, and job creation. (EC2)</li> <li>Grow our tourism economy, its diversity, competitiveness and economic impact. (EC4) <i>ironment</i></li> <li>Conserve and protect environmentally sensitive lands and our natural ecosystems. (EN2</li> <li>Promote orderly growth and sustainable practices. (EN3)</li> <li>Reduce our carbon footprint, realize energy efficiencies, &amp; be a catalyst for rene includingsolar. (EN4)</li> <li>ality of Life</li> <li>Maintain and enhance our parks and recreational offerings and green spaces. (Q1)</li> <li>Provide essential public safety infrastructure and services. (Q3)</li> <li>Support strong neighborhoods. (Q5)</li> <li>Promote livability, health and sense of community by enhancing human scale dev creatingpublic spaces for people. (Q6)</li> <li>vernance</li> <li>Sustain a culture of performance, and deliver effective, efficient service that excee anddemonstrate value. (G2)</li> <li>Retain and attract a highly skilled, diverse and innovative County workforce, which e County'score practices. (G4)</li> <li>Exercise responsible stewardship of County resources, sound financial management, a the provision of services and community enhancements are done in a fair and equitable</li> </ul>	on of business, 2) ewable energy, velopment and d expectations exemplifies the nd ensure that e manner. (G5)					
Strategic Initiatives	1. 2. 3.	Develop strategies to increase recycling and reuse rates. (EN4) Convene the Leon County Sustainable Communities Summit on a bi-annual basis. (EN3) Successfully launch a commercial and residential Property Assessed Clean Energy (PACE) program and identify opportunities, including the Leon County Spring Home Expo, to train industry professionals on sustainable building practices for participation in the PACE program. (EN4)	Ongoing/Complete Ongoing/Complete Ongoing/Complete					
ativ	4.	Add environmental education kiosks, trail markings/mapping at Greenways and Parks. (EN2)	Ongoing/Complete					
niti	5. 6.	Explore new opportunities for solar on County facilities. (EN4) Develop and implement a master plan for the Apalachee Regional Park. (Q1, Q6)	Ongoing/Complete Ongoing/Complete					
<u> </u>	0. 7.	Develop a program to establish a signature landscaping feature with regular blooming season.						
gio	/.	(Q1, Q6)	Ongoing/Complete					
ite	8.	Evaluate additional trail expansion opportunities. (Q1, Q6)	Ongoing/Complete					
tra	9.	Identify opportunities to create dog parks in the unincorporated area. (Q1, Q6)	Ongoing/Complete					
S		Exploring opportunities to address fraud/scams targeted towards seniors. (Q4)	Ongoing/Complete					
	11.	Work with Sustainable Tallahassee and community partners to evaluate developing a community-wide climate action plan. (EN2, EN3, EN4)	Ongoing/Complete					
	12.	As part of sense of place initiative for Miccosukee, evaluate the opportunity to combine activities from the existing community center into the Old Concord School. (Q1, Q5, Q6)	Ongoing/Complete					

ff	ice	of Resource Stewardship	
	13.	To further promote Leon County as a biking community, pursue the International Mountain Biking Association (IMBA) Designation. (EC4)	Ongoing/Complet
	14.	Develop an action plan to further reduce the County Government's carbon footprint. (EN4, EN3)	Ongoing/Complet
	15.	To further reduce litter and trash in rural areas and the Apalachicola National Forest, launch a targeted public outreach effort encouraging the use of County Rural Waste Service Centers. (EN2)	Ongoing/Complet
	16.	Develop a Sustainable Business Recognition Program. (EN3, EN4)	Ongoing/Complet
	1.	<ul> <li>A.) Evaluated the possibility of conducting an updated waste composition study.</li> <li>B.) Reached a recycling rate of 62% in 2018, an 4% decrease over 2017.</li> <li>C.) Evaluated strategies to ensure that all new commercial development includes adequate space for a recycling dumpster on site.</li> <li>D.) Develop outreach and education to touch all unincorporated commercial properties which do not currently have a recycling account.</li> <li>E.) Conduct a recycling bin and dumpster inventory for all County facilities and parks.</li> </ul>	Facilities, Sustainability, Solid Waste, DSEM, Public Works
	2.	<ul> <li>A.) Hosted the 2017 Summit: Exploring Our Backyard.</li> <li>B.) Hosted the 2019 Summit: Greening Our Community.</li> <li>C.) Hosed the 2021 Summit: Sustainability in Action, with both virtual and in-person attendance.</li> </ul>	Sustainability
	3.	<ul> <li>A.) Board approved joining the FL Resiliency &amp; Energy District (FRED) PACE Program enabling FDFC to operate a PACE program.</li> <li>B.) Formally launched the FDFC PACE Program.</li> <li>C.) Ensured vendor participation in the Spring Home Expo.</li> <li>D.) Ensured vendor participation in the 2019 and 2021 Sustainable Communities Summit.</li> <li>E.) Facilitated PACE Program presentations for the Tallahassee Builders Association and the Tallahassee Board of Realtors.</li> <li>F.) Wrote a press release and article in the Democrat announcing the expansion of the PACE program to Commercial-PACE.</li> </ul>	Facilities, Sustainability, CMR
	4.	<ul> <li>E.) Track progress on the County's first commercial PACE (C-PACE) project.</li> <li>A.) Established a standard design and kiosk appearance.</li> <li>B.) Generated site-specific collateral such as maps.</li> <li>C.) Create trail markings and install additional signage at Alford Greenway.</li> <li>D.) Created trail markings for NE Park.</li> <li>E.) Create formal trail marking and mapping for Fred George Greenway.</li> </ul>	Sustainability, Parks & Recreation, Facilities
	5.	<ul> <li>A.) Identify best opportunities and top priorities for solar.</li> <li>B.) Board consideration of priorities and funding.</li> <li>C.) Installed a 19kW solar array on the Office of Resource Stewardship.</li> <li>D.) Installation of two solar arrays on the Northeast Branch Library and the Transfer Station.</li> <li>E.) Created a plan for allocation of yearly solar funds approved by the Board at the April 2019 Budget Workshop.</li> <li>F.) Implement zoning changes that allow for solar energy farms in the unincorporated area while preserving the rural character of our community.</li> <li>G.) Work with the FSU-FAMU College of Engineering student group to design a solar array for a County facility (park or community center).</li> <li>H.) In March 2021, Leon County released an RFP for a solar array for Leon County's Fleet Management building. It is anticipated that a vendor will be selected in April 2021 and installation will begin in May/June 2021.</li> </ul>	Sustainability, Facilities Management, Public Works
	6.	<ul> <li>A.) Conducted a study to determine the scope and supply source to extend water main for future facility development.</li> <li>B.) Board approved a bid award for paving a portion of the western most access road.</li> <li>C.) Workshop on the Apalachee Regional Park Master Plan &amp; Associated Landfill Closure.</li> <li>D.) BCC consideration of funding requests for build out of master plan, operational equipment, and operating staff support.</li> <li>E.) Work with Design Team (GPI and Wood+Partners) on Signature Entrance, trail design and construction, and roadways.</li> <li>F.) ARP Design Charrette with Partners (TDC, FSU, Gulf Winds, COCA, and Design Team)</li> <li>G.) Relocate the radio control airfield including construction of a new pavilion and parking amenities</li> </ul>	Facilities, Sustainability, Solid Waste, Publ Works, Tourism, Financial Stewardship

Leo	on Cou	nty Fiscal Year 2021 Annual Performance and Financial Report	
Off	ice	of Resource Stewardship	
	7.	<ul> <li>A.) Engaged landscape and horticulture experts to identify proposed plant(s) and site(s).</li> <li>B.) Implemented planting at Pedrick Pond, Martha Wellman, Canopy Oaks, Apalachee Regional, Brent Dr. parks.</li> <li>C.) Generate educational material to target area citizens and develop outreach for potential tourists.</li> <li>D.) Board approval of Designation Agreement with FDEP for the Lake Jackson Paddling Trail.</li> <li>E.) Installation of signage for Lake Jackson Blueway.</li> </ul>	Facilities, Parks & Recreation, Public Works, CMR, PLACE (Planning)
	8.	<ul> <li>F.) BCC consideration of funding requests for staff to support the opening of additional greenway acreage.</li> <li>A.) Constructed the trail head for Northeast Park.</li> <li>B.) Conduct a trail assessment for Alford Greenway to determine trail markings, related signage, and mapping – constructed approximately five miles of single track trail.</li> <li>C.) Evaluate additional single track trails at Alford Greenway consistent with recommendations in the Trail Assessment that was completed in May 2018.</li> <li>D.) Design and Permit Phase II of the St. Marks Headwaters Greenway including 4 miles of trail</li> <li>E.) Host public meetings to refine scope and award bid for St. Marks Headwaters Greenway Phase II.</li> </ul>	Facilities, Parks & Recreation, Tourism
	9.	<ul> <li>A.) The first site, Bradfordville Community Center opened in October, 2019.</li> <li>B.) The second site, J. Lee Vause Park opened in February, 2020.</li> <li>C.) The third site has been identified as Robinson Road Park.</li> <li>D.) Approval of Phase I of the Apalachee Regional Park Master Plan, which includes a dog park.</li> </ul>	Parks & Recreation, Facilities
	10.	<ul><li>A.) Established opportunity for routine shredding of sensitive documents in conjunction with senior programming at community centers.</li><li>B.) Work with the Senior Outreach Program to include Fraud/Scam speakers at Lunch and Learns.</li></ul>	Facilities, Parks & Recreation, Sustainability
	11.	<ul> <li>A.) Evaluated other communities' and regions' community-wide climate action plans.</li> <li>B.) Hosted kick-off meeting of top 10 largest local organizations and community partners to establish a sustainability "Compact."</li> <li>C.) Presented the proposed Community-wide Climate Action Plan.</li> <li>D.) Supported Sustainable Tallahassee in the creation and "stand up" of the Capital Area Sustainability Compact.</li> <li>E.) Formally signed the Capital Area Sustainability Compact.</li> <li>F.) Compact Steering Committee, Energy Working Group, Waste Working Group, and Transportation Working Group meet every 6 weeks.</li> <li>G.) Status Update on the Capital Area Sustainability Compact Administrator Role.</li> <li>H.) In January 2021, the Compact Steering Committee met to set targets and focus areas for the year.</li> </ul>	Sustainability
	12.	A.) Renovation of the Old Concord School.	Facilities, PLACE (Planning)
	13.	<ul> <li>A.) Examined, in detail, the process for achieving the IMBA Designation.</li> <li>B.) Design and construct single track trails to increase the community inventory.</li> </ul>	Parks & Recreation, Tourism
		<ul> <li>A.) Conducted an updated greenhouse gas inventory for County operations.</li> <li>B.) Seek input and feedback from Leon County citizens on the County's sustainability program and initiatives.</li> <li>C.) Brought an Integrated Sustainability Action Plan for County operations to the Board for adoption.</li> <li>D.) Brought an update on progress made in the Integrated Sustainability Action Plan (ISAP) to the Board at the December sustainability status update</li> <li>E.) Complete kiosk inventory to determine quality of existing kiosks, new needs and priority for installation. – purchase and install informational kiosks.</li> <li>F.) Identify criteria needed and path to achieve designation.</li> </ul>	Facilities, Solid Waste, Sustainability
	15.	<ul><li>A.) Update Rural Waste Service Center rack cards.</li><li>B.) Create and send targeted postcards to citizens encouraging the use of the Rural Waste Service Centers.</li></ul>	Solid Waste, CMR
	16.	<ul> <li>A.) Review other similar recognition programs around the country and draft recognition criteria lists for review by partners, businesses, and the Office of Economic Vitality.</li> <li>B.) Finalize recognition criteria lists.</li> <li>C.) Identify first businesses to be recognized in each category (e.g. restaurant/bar and office/retail) by the program in preparation for launch.</li> <li>D.) On April 22, 2021, Leon County launched Sustainabiz, a Sustainable Business Recognition Program.</li> </ul>	Sustainability

# Leon County Fiscal Year 2021 Annual Performance and Financial Report

# Office of Resource Stewardship

Target 5: Plant 15,000 trees including 1,000 in canopy roads. (T5)							
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	
Total Trees <sup>1</sup>	45	1,204	8,467	30	1,077	10,823	
Target 7: 75% community recycling rate. (T7)							
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	
Recycling Rate <sup>2</sup>	55%	66%	62%	57%	63%	63%	
Target 8: Construct 30 miles of sidewalks, greenways, and trails. (T8)							
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	
Trail(s) miles <sup>3</sup>	1.45	5	0	5.05	0.46	11.96	
Target 12: Open 1,000 new acres of park land to the public. (T12)							
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	Total	
Acres of Park Land <sup>4</sup>	0	204	40.42	28.25	666.79	939.46	

Notes:

**Bold Goals and Five-Year Targets** 

1. This number only reflects trees planted by Parks and Recreation. Public Works also contributes to this target.

2. Leon County receives prior year's recycling numbers from DEP (Department of Environmental Protection) in April or May of the following year. As a result, the number for FY 2021 represents how the County performed for FY 2020. The decreased rate reported in FY 2020 is due in part to a decrease in recycling of construction building debris. Staff has invested various options for increasing waste diversion rates from the commercial sector which were included in the December 2020 sustainability update to the Board.

3. The figure for FY 2020 includes an additional sidewalk needed to connect the pavilion to the newly installed playground at Kate Ireland Park, new single-track trails at the J. R. Alford Greenway, and additional sidewalk constructed during the Canopy Oaks renovation projects.

4. The FY 2020 acres are comprised of the Orange/Meridian Community Space (5.75 acres), the J. Lee Vause Dog Park (1.5 acres) and Apalachee Regional Park (21 acres). The FY 2021 estimate is comprised of the dedication of the Parwez "P.A." Alam Park within Okeeheepkee Prairie Preserve, opening Phase II of the St. Marks Headwaters Greenway (590 acres), the newly acquired parcel at Coe Landing Rd (3.49 acres) which will provide access to Lake Talquin State Forest, Phase II of the enhancements to Apalachee Regional Park (45 acres), the construction of the Chaires baseball field (10 acres), as well as Pimlico Park (13.4 acres) and Man O War Park (4.4 acres) which are in the process of being donated to the County by the Killearn Acres Homeowners Association.

\* The Board is anticipated to develop a new set of Targets and Goals at its January 2022 Retreat as part of the next strategic planning cycle

# Y 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Resource Stewardship	Office of Sustainability	Office of Sustainability

### GOAL

The mission of the Leon County Office of Sustainability/Recycling Education is to promote adoption of practices that improve our quality of life, protect our natural environment, and strengthen our economy including providing recycling education to residents both within County government and the community at large.

### **PROGRAM HIGHLIGHTS**

- Continued to work on action items and goals set forth in the Integrated Sustainability Action Plan (ISAP) including reducing greenhouse gas 1. emissions from County operations by 30% by 2030.
- 2 Installed a solar array on the new facility at Apalachee Regional Park and began planning for a new array on Fleet Management. When combined, all of Leon County's solar arrays have generated 809 Megawatt Hours (MWh) of electricity to date.
- Improved 134 homes to date through the residential Property Assessed Clean Energy (PACE) program, increasing energy efficiency, energy 3. conservation and weatherization with projects totaling more than \$1,774,000. To date, three commercial PACE projects have been completed in Leon County with a cumulative project amount of \$3,558,938.
- Launched a program to offer free bus passes to County employees, with nearly 50 employees signing up the first month. 4
- Awarded 59 community garden grants to support community gardens at schools, neighborhoods, and non-profits through the Community 5. Garden Program, supporting 61 gardens since 2012 and six gardens during FY 2021.
- Created two new composting initiatives: a backyard compost bin sale and a pilot compost drop-off site at the Solid Waste Facility. Since the 6 program's launch, the County has provided more than 300 backyard compost bins to citizens, community gardens, and non-profits, and more than 200 counter-top collection bins. For citizens that do not wish to have a compost bin on their property, the drop-off site at the Solid Waste Facility provides an opportunity to drop-off food scraps.
- 7 Hosted the 2021 Sustainable Community Summit: Sustainability in Action. More than 400 citizens engaged in eight virtual and two in-person sessions, with session topics ranging from composting and community involvement to beekeeping and saving energy at home.
- 8. Worked with EMS to install on-board battery systems on two ambulances which has reduced idling by 65% and will save the County an estimated \$11,000 in fuel costs per year while reducing carbon emissions.
- Launched the SustainaBiz program to recognize local businesses for their sustainability efforts and within the first few weeks of the launch, six businesses are already in the process of being recognized.

### BENCHMARKING

Priorities	Benchmark Data	Leon County	Statewide Goal
G1	% of waste tonnage recycled	63%	75%

Notes

Statewide recycling goal: 40% by 12/31/12, 50% by 12/31/14, 60% by 12/31/16, 70% by 12/31/18 and 75% by 12/31/20, though there is no sunset on this goal 1. The recycling rate reduction is attributed to an increase in disposed construction and demolition debris, which are the heaviest materials included in the recycling 2. report and of which Leon County has no direct control.

Strategic Plan Bold Goals and Five-Year Targets								
Reference	Measure	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual				
T7	75% community recycling rate <sup>1</sup>	62%	57%	63%				
Note:								

Leon County receives prior year's recycling numbers from DEP (Department of Environmental Protection) in April or May of the following year. As a result, the actual number for FY 2021 represents how the County performed for FY 2020.

# PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
EN4	<ol> <li>Estimated energy savings from conservation projects.</li> </ol>	\$1,564,210	\$1,800,000	\$1,610,637
EN4	2. County Curbside Recycling tonnage.	6,270	6,500	6,116
EN3	3. Number of participating community-wide recycling & sustainability related events.	6	8	14
EN3, Q1	<ol> <li>Number of waste reduction/sustainability/recycling community education presentations/tours.</li> </ol>	17	30	8
EN3, Q1	<ol> <li>Number of citizens participating in sustainability &amp; recycling educational presentations.</li> </ol>	4,460	3,900	1,300
EN4	6. Number of educational publications written.	3	8	6

### PERFORMANCE MEASUREMENT ANALYSIS

- As part of the County's continued energy savings effort, a new energy savings contract was executed in FY 2020 and work commenced in 1. October 2020
- 2. Curbside recycling tonnage continued to decline in FY 2021 due to capacity reductions in businesses and schools associated with COVID-19.
- In addition to smaller presentations, staff and community partners presented at 10 different events associated with the Sustainability Summit, 3. which were held virtually due to COVID-19.
- Tours and presentations continue to be impacted by COVID-19. Tours and presentations are anticipated to return to pre-pandemic levels in 4. FY 2022.
- 5. Though fewer citizens were engaged than in FY 2020, FY 2021 saw the return of in-person programming for events such as the BOGO Plant Sale at Native Nursery. The virtual Sustainability Summit was also a success, drawing a diverse group of constituents from our community together.

# FY 2021 Annual Performance and Financial Report

6. Staff wrote six educational publications, three of which were in the local paper and three with a broader reach, the OEV Newsletter and Home & Yard, doubling the number of publications from FY 2020.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-127-513

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	184,427	163,726	191,162	Full Time	2.50	2.50	2.50
Operating	146,038	90,135	127,977	OPS	1.00	1.00	1.00
Transportation	899	442	1,150				
TOTAL	331,364	254,303	320,289	TOTAL	3.50	3.50	3.50

DEPARTMENT	DIVISION	PROGRAM
Resource Stewardship	Parks & Recreation	Parks & Recreation

### GOAL

The goal of the division of Parks & Recreation Services is to provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting recreation, parks and open space. This is accomplished through cost effective, environmentally sensitive and aesthetically pleasing products and efficient services.

### **PROGRAM HIGHLIGHTS**

- 1. Constructed first-of-its-kind County playground at Okeeheepkee Prairie Park to promote inclusive, play-based learning that incorporates rocks, logs, hills, and vibrant colors and patterns to enhance sensory engagement for children of all ages.
- 2. Implemented a new streamlined reservation system (RecTrac) for users to book campgrounds, community centers, and submit special event permits.
- 3. Completed construction of new facilities at the Apalachee Regional Park cross-country course which included a permanent finish line, stage, restrooms, and operations building.
- 4. Received a grant through the Florida Fish & Wildlife Conservation (FWC) Invasive Plant Management Section to treat all of Gil Waters Preserve for invasive exotic plant species.
- 5. Continued to advance strategic initiatives and construction projects such as Apalachee Regional Park Phase II grand entrance and canoe launch.
- 6. Coordinated the closure of playgrounds, campgrounds, community centers, dog parks and pavilions to decrease the spread of COVID-19.
- 7. Continued the construction of the Chaires 60/90 baseball field.
- 8. Planted over 200 pine tree seedlings at Apalachee Regional Park.
- Executed an MOA with Florida Fish & Wildlife Conservation (FWC) for annual inspections and regular maintenance for 17 of 24 County boat landings. This will increase the longevity of County boat landings, providing a more efficient way to maintain them, along with a cost saving to the County.

Strategic Plan Bold Goals and Five-Year Targets						
Reference	Measure	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual		
Т5	Plant 15,000 trees between FY17-21 <sup>1</sup> .	8,467	30	1,077		
Т8	Construct 30 miles of sidewalks, greenways, and trails <sup>2</sup> .	0	5.05	0.2		
T12	Open 1,000 new acres of park land to the public <sup>3</sup> .	40.42	28.25	45.5		

Notes:

1. This number only reflects trees planted by Parks and Recreation. Other departments, such as Public Works, also plants trees.

 The figure for FY 2020 includes sidewalk and trails being added as part of the Apalachee Regional Park Master Plan, new single-track trails at the J. R. Alford Greenway, and additional sidewalk constructed during the Canopy Oaks renovation projects. The estimate for 2021 includes new trail construction at St. Marks Headwaters Greenway and Apalachee Regional Park.

3. The FY 2021 estimate is comprised of the dedication of the Parwez "P.A." Alam Park within Okeeheepkee Prairie Preserve. The park includes a new ADAcompliant playground which is approximately 0.5 acres. In September 2021, the County unveiled several improvements covering approximately 45 acres. These include a newly constructed multipurpose building with restrooms, multiuse stage, sidewalks, wildlife viewing areas, native species landscaping and a permanent finish line structure.

### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
Q1	Total Park Acres per 1,000 Population	13.12	10.9
Q1,G4,G5	Total Park Acres Maintained per FTE	129.63	13.2
Q1,G5	Total Operating Expenditures per Capita	\$10.53	\$51.91

Benchmark Sources: National Recreation and Park Association (NRPA) 2020 Agency Performance Review, a Park and Recreation Agency Performance Benchmarks. Benchmarks reflect the median of the data set for like-sized jurisdictions.

### **PERFORMANCE MEASURES**

Priorities		Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
Q1	1.	Number of acres of invasive exotic plants removed from greenways/open spaces.	2,404	2,400	2,434
Q1,EN2,EC4	2.	Number of greenway acres maintained.	2,852	2,852	2,852
Q1	3.	Number of youths participating in sport activities.	453	2,000	1,225
EC4	4.	Host three economically significant events at the Apalachee Regional Park annually.	5	7	7

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The actuals for FY 2021 are comprised of treatments to Greenways and Passive park properties. The 1% increase over FY 2020 actuals is due to additional passive park acreage being treated.
- 2. This number reflects parcels that are solely considered Greenway and not a mix of Greenways and passive parklands. No new acquisitions were acquired in FY 2021.
- 3. The FY 2021 actual reflects participation levels in little league baseball. The actuals are 170% higher than FY 2020 but still lower than FY 2019 due to COVID-19 and the cancellation of all organized football and cheerleading.
- 4. The additional events held in FY 2021 are due to Florida State University hosting two winter meets due to the shift in the 2020 cross country season being moved to the spring of 2021.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 140-436-572

FINANCIAL			STAFFING				
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
_	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	1,690,762	1,533,930	1,977,035	Full Time	30.00	30.00	33.00
Operating	1,113,439	1,120,987	1,260,757	OPS	0.00	0.00	0.00
Transportation	219,396	193,490	249,328				
Capital Outlay	30,000	0	30,000				
Grants & Aid	179,000	179,000	179,000				
TOTAL	3,411,597	3,027,407	3,696,120	TOTAL	30.00	30.00	33.00*

\*Three new positions were added in the FY 2022 budget to maintain adequate services levels related to increased park acreage.

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Resource Stewardship	Facilities Management	General Operations

### GOAL

The goal of the Division of Facilities Management is to serve the citizens of Leon County and occupants of County facilities through the provision of professional maintenance, construction, and operating services; in order to provide clean, safe and fully-functional County facilities.

### **PROGRAM HIGHLIGHTS**

- 1. Implemented the Energy Savings Company (ESCO) project which will result in an investment of over \$17 million to upgrade County facilities. Completion expected in Spring 2022.
- 2. Assumed the management and maintenance of the Leon County Sheriff's Office Complex as well as the Supervisor of Elections building.
- Coordinated with building tenant to remodel and change out the air handle on the 6th floor of the Leon County Annex.
   Finalized a \$130,000 project to improve the facade and ADA access at 615 Paul Russell Road, Human Services and Community
- Finalized a \$130,000 project to improve the facade and ADA access at 615 Paul Russell Road, Human Services and Community Partnerships (HSCP).
- 5. Installed two new dog watering stations at Bradfordville Dog Park.
- 6. Implemented new work order system to provide efficient services to building tenants.
- 7. Installed an electric vehicle charging station at the Courthouse, the Public Safety Complex and HSCP.
- 8. Installed new charging stations for EMS Ambulances as a fuel savings measure.
- 9. Remodeled all libraries in accordance with the Essential Libraries Initiative, saving approximately \$50,000 by completing the work in house.

### BENCHMARKING

Priorities	Benchmark Data	Leon County	Benchmark
G5	1. Repair and Maintenance cost per Square Foot – In-house	\$2.59 sq. ft.	\$2.68 sq. ft.
G5	2. Repair and Maintenance cost per Square Foot – Contracted	\$0.98 sq. ft.	\$1.90 sq. ft.
G2,G5	<ol> <li>% Internal Customers rating Facilities Management responding promptly to needs</li> </ol>	95%	95% mean 97% median

Benchmark Sources: International Facilities Management Association (IFMA) 2017 (Building Interior/External) – new benchmark data is published every five years; Contracted- (Roads & Grounds/Central System/Other Cost) Rations are based on (RSF) rentable square ft.

### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020	FY 2021	FY 2021
Filonities	Performance measures	Actual	Estimate	Actual
Q3, EC2	1. Dollar (\$) volume of capital projects managed in millions.	\$2.9	\$5.3	\$3.39
Q3, Q6	<ol><li>Number of work orders opened.</li></ol>	13,746	15,091	14,262
Q3	<ol><li>Percent of work orders opened for preventative maintenance.</li></ol>	72%	88%	54%
Q3, Q6	<ol> <li>Number of work orders opened for set-ups/take-down and special events/projects.</li> </ol>	57	10	37
G2, G4	5. Percent of field workforce converted to mobile technology interface.	100%	100%	100%
Q3, EC2	6. Total square footage of County facilities maintained.	1,580,567	2,045,478	2,063,592

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The 17% increase in capital projects managed is due to the addition of the Leon County Sheriff's Complex.
- The 4% increase in work orders is in due, in part, to altered operations related to COVID-19. Additionally, due to this being the first year, the preventative maintenance work orders have not been created for the Leon County Sheriff's Complex; however, they are anticipated in FY 2022.
- Preventative maintenance work orders decreased by 25% due to taking over maintenance responsibilities of the Leon County Sheriff's Complex which at that time hand no preventative maintenance work orders. However, preventative maintenance work orders for non-Sheriff related maintenance were 69% for FY 2021.
- 4. Events and projects decreased by 35% from FY 2020 due to events being cancelled due to COVID-19.
- 5. The entire field workforce has been converted to mobile interface and have the capability to work remotely at any given time. This measure will be removed as a performance measure in FY 2022.
- 6. The square footage increased due to the addition of the Sheriff's Complex.

# FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 001-150-519, 001-152-519, 001-410-529, 165-154-519, 166-155-519

	FINANCIAL				<u>STAFFING</u>		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
<u>-</u>	Adj. Budget	Actual	Budget	<u> </u>	Adopted	Actual	Budget
Personnel	3,451,839	3,337,543	3,580,361	Full Time	48.00	48.00	48.00
Operating	9,203,150	8,670,649	8,867,319	OPS	0.00	0.00	0.00
Transportation	109,623	66,835	115,362				
Capital Outlay	20,000	10,000	26,000				
TOTAL	12,784,612	12,085,027	12,589,042	TOTAL	48.00	48.00	48.00

# **FY 2021 Annual Performance and Financial Report**

DEPARTMENT	DIVISION	PROGRAM
Resource Stewardship	Solid Waste	Rural Waste Service Centers

### GOAL

The Rural Waste Service Centers serve as part of an integrated Solid Waste Management system dedicated to excellent customer service and responsible fiscal and environmental stewardship.

### **PROGRAM HIGHLIGHTS**

1. Participated in the annual 2021 forest clean-up with Forest Edge Neighborhood helping to remove waste from the Apalachicola National Forest.

### PERFORMANCE MEASURES

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G1	1. Number of random load inspections per site per month.	10	10	10
G2	2. Annual customer satisfaction survey score (1 = very poor, 5 = excellent).	4.92	4.95	4.86
G5	<ol><li>Number of chargeable accidents for roll-off truck drivers.</li></ol>	0	0	0
G5	<ol><li>Number of traffic violations for roll-off truck drivers.</li></ol>	0	0	0
G2	5. Average customer turn-around time from gate to gate (minutes).	8 minutes	8 minutes	8 minutes
G2	<ol><li>Average truck turn-around time from gate to gate (minutes).</li></ol>	90 minutes	90 minutes	90 minutes
EN1	7. Tons of rural waste collected.	2,435	2,400	2,876

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. Ten random load inspections per site were completed per month by the supervisor, consistent with previous years.
- 2. The annual customer satisfaction survey remains high due to the Division's continued efforts to provide top quality customer service citizens.
- 3. Rural Waste met the goal of zero chargeable accidents in FY 2021 and continues to maintain the highest standards in driver safety.
- 4. Rural Waste drivers met the goal of zero traffic violations for roll-off drivers for FY 2021.
- 5. Rural Waste customers average turnaround time from gate to gate remains at eight minutes, which is the optimal turnaround time.
- 6. Rural Waste drivers continue to maintain a ninety-minute turnaround time servicing the sites, which is established to be the optimal turnaround time.
- 7. The tonnage of rural waste increased by 18% over FY 2020 due to the elimination of Rural Waste Service Center fees.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-437-534

	ļ	FINANCIAL			STAFFING			
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022	
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget	
Personnel	497,453	443,497	520,696	Full Time	8.40	8.40	8.40	
Operating	147,653	133,145	147,653	OPS	1.00	1.00	1.00	
Transportation	97,270	74,559	88,868					
TOTAL	742,376	651,181	757,217	TOTAL	9.40	9.40	9.40	

# FY 2021 Annual Performance and Financial Report

DEPARTMENT	DIVISION	PROGRAM
Resource Stewardship	Solid Waste	SWM Facility

### GOAL

The Solid Waste Management (SWM) Facility is an essential component of an integrated solid waste management system dedicated to excellent public service and responsible fiscal and environmental stewardship. The goals of the Facility are to comply with the Florida Department of Environmental Protection Operating Permit and to ensure that existing solid waste is properly contained by maintaining the surfaces of the inactive cells to reduce erosion and landfill gas emissions.

### **PROGRAM HIGHLIGHTS**

- 1. Processed 9,203 tons of yard debris from Leon County residents.
- 2. Processed 504 tons of waste tires from Leon County residents for re-purposing into alternative fuel.
- 3. Ensured continuity of service during construction of a new entryway.

#### Benchmarking

Priorities	Benchmark Data	Leon County	Benchmark <sup>1</sup>
G1	Tipping Fee (Yard Debris)	\$39/ton	\$39/ton
Note:			

1. Includes average yard debris tipping fees for eight Florida counties with operations similar to Leon County.

### **PERFORMANCE MEASURES**

Priorities		Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G1	1.	Percent of Florida Department of Environmental quarterly inspections found in compliance.	100%	100%	100%
G4	2.	Percent of employees satisfying Florida Department of Environmental certification requirements.	90%	90%	60%
EN4	3.	Tons of tire waste processed.	358	350	504
EN4	4.	Tons of wood waste processed.	10,949	10,000	9,203

### PERFORMANCE MEASUREMENT ANALYSIS

- 1. The Florida Department of Environmental Protection Agency conducted four Quarterly Inspections this past year and the Facility was in full compliance on each inspection.
- 2. Training opportunities have been delayed due to COVID-19. Currently, the facility has two employees who will be receiving the required training by the University of Florida TREEO (Training, Research and Education for Environmental Occupants) Center which will satisfy the Florida Department of Environmental Protection (DEP) certification requirements.
- 3. Processed tire tonnages increased by 41%, or 145 tons in FY 2021. This increase is attributed to the tire amnesty program which collected 221 tons of tires. This program is funded by a grant from DEP.

4. Tons of wood waste processed decreased by 16%.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-442-534

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	180,934	196,321	187,152	Full Time	2.40	2.40	2.40
Operating	277,158	248,789	319,983	OPS	0.00	0.00	0.00
Transportation	70,883	55,444	66,564				
TOTAL	528,975	500,554	573,699	TOTAL	2.40	2.40	2.40

# **FY 2021 Annual Performance and Financial Report**

DEPARTMENT	DIVISION	PROGRAM
Resource Stewardship	Solid Waste	Transfer Station

### GOAL

The Transfer Station is an essential component of an integrated solid waste management system dedicated to excellent public service and responsible fiscal and environmental stewardship.

### **PROGRAM HIGHLIGHTS**

- 1. Implemented repairs and construction to the tipping floor while still operating during normal hours with expected completion in early FY 2022.
- 2. Critical operations remained uninterrupted throughout COVID-19. The Transfer Station had three positions open and two were filled through transfers. During this process the Transfer Station continued to operate as normal.

### BENCHMARKING

Priorities	Benchmark Data	Leon County	State Average
G1	Tipping Fee	\$46.81 <sup>1</sup>	\$55.36 <sup>2</sup>
Noto:			

1. This tipping fee includes hauling and disposal, fuel surcharge, Transfer Station operations, and Household Hazardous Waste/tires. Effective 10/1/2021, the fee is \$46.81. The increase from \$44.83 is due to negotiated contract increase in hauling and disposal.

2. Average State of Florida Tipping Fee and National Average \$55.36 (Source: Environmental Research & Education Foundation (EREF).

### **PERFORMANCE MEASURES**

Priorities	Performance Measures	FY 2020 Actual	FY 2021 Estimate	FY 2021 Actual
G2	<ol> <li>Percent of operating days with waste left on the floor overnight.</li> </ol>	0%	0%	0%
G2	2. Average loading time for transport trailers (minutes).	20	15	15
G4	<ol> <li>Percent of employees satisfying FDEP certification requirements.</li> </ol>	100%	100%	100%
G1	4. Percent of FDEP quarterly inspections found in compliance.	100%	100%	100%
EN1	5. Average net outbound load weight (tons).	24.33	26.25	24.75
EN1	6. Tons of Class I waste processed.	224,185	213,710	230,355

#### PERFORMANCE MEASUREMENT ANALYSIS

1. The Transfer Station successfully removed all material from the tipping floor at the end of every operating day in FY 2021.

2. The load time for transport trailers decreased 25% due to an increase in the amount of bulky waste delivered by customers to the facility.

3. All staff at the Transfer Station are fully certified as required by FDEP.

4. During FY 2021, the Transfer Station maintained all FDEP operating permit requirements and passed all FDEP inspections.

5. The 2% decrease in the average outbound tonnage was due to the increase in light and bulky waste that takes up more space in the long-haul trailers.

6. Waste increased by 3% due to the residential and commercial construction that's happening throughout Leon County creating more waste.

### FINANCIAL AND STAFFING SUMMARY

ACCOUNT NUMBER: 401-441-534

	FINANCIAL				STAFFING		
	FY 2021	FY 2021	FY 2022		FY 2021	FY 2021	FY 2022
	Adj. Budget	Actual	Budget		Adopted	Actual	Budget
Personnel	793,143	837,694	839,113	Full Time	12.05	12.05	12.05
Operating	10,111,866	8,183,032	8,912,342	OPS	0.00	0.00	0.00
Transportation	163,215	174,928	150,280				
TOTAL	11,068,224	9,195,654	9,901,735	TOTAL	12.05	12.05	12.05

### Fiscal Year 2021 Annual Performance and Financial Report

# MAJOR REVENUE SUMMARY

Total FY 2021 budgeted revenues shown below represents approximately 84% of all FY 2021 budgeted County revenues. (1)

Revenue Source	FY20 Actual	FY21 Budget	FY21 Actual	FY20 Actuals vs. FY21 Actuals	FY21 Budget vs. FY21 Actuals
Ad Valorem Taxes (2)	141,250,157	148,422,773	149,317,017	5.7%	0.6%
Stormwater Fees (3)	3,474,920	3,505,690	3,524,865	1.4%	0.5%
State Revenue Sharing (4)	5,585,564	3,023,528	6,564,802	17.5%	117.1%
Local 1/2 Cent Sales Tax (4)	12,429,990	10,698,273	13,980,522	12.5%	30.7%
Local Option Sales Tax (4)	4,981,418	4,218,268	5,065,943	1.7%	20.1%
Communication Ser. Tax (5)	2,834,383	2,719,611	2,626,789	-7.3%	-3.4%
Public Service Tax (6)	9,057,019	8,844,536	9,224,578	1.9%	4.3%
State Shared Gas Tax (7)	3,975,742	4,228,590	4,151,035	4.4%	-1.8%
Local Option Gas Tax (7)	7,393,549	8,087,491	7,657,417	3.6%	-5.3%
Local Option Tourist Tax (8)	4,723,874	4,386,734	5,148,383	9.0%	17.4%
Solid Waste Fees (9)	9,928,277	12,289,225	10,615,330	6.9%	-13.6%
Building Permits Fees (10)	2,095,012	1,830,840	2,740,810	30.8%	49.7%
Environmental Permit Fees (11)	1,527,101	1,415,595	2,528,711	65.6%	78.6%
Ambulance Fees (12)	11,313,804	10,727,892	12,082,662	6.8%	12.6%
Probation and Pre-Trial Fees (13)	475,789	577,885	577,836	21.4%	0.0%
Court Facilities Fees (14)	518,321	640,300	547,965	5.7%	-14.4%
Fire Services Fee (15)	8,577,380	8,509,695	11,430,611	33.3%	34.3%
Interest Income - GF/FF (16)	894,424	707,085	467,108	-47.8%	-33.9%
Interest Income - Other (16)	1,258,841	1,028,844	1,163,583	-7.6%	13.1%
TOTAL:	\$ 232,295,567	\$ 235,862,855	\$ 249,415,965	7.4%	5.7%

#### Notes:

(1) The percentage is based on all County revenues net of transfers and appropriated fund balance.

(2) Ad Valorem revenue is generated from property taxes. The revenue increase indicates that while the millage rate has remained level at 8.3144, a rise in property value generated increased collections of 5.7% from FY 2020.

(3) In order to ensure Leon County is in compliance with state, federal, and local stormwater permits, this fund is used in support of the administration of the unincorporated areas Stormwater Maintenance, Engineering, Facility Improvements, and Water Quality Monitoring programs. There was a 1.4% increase from FY 2020 due to growth in the amount of impervious area including homes in the unincorporated area.

(4) The 1/2 Cent Sales Tax and State Revenue Sharing are both State shared revenues supported by state and local sales tax collections. Overall, both state and local sales tax transactions increased in FY 2021, which is reflective of a rebounding economy subsequent to the lifting of COVID-19 stay-at-home restrictions and increased economic spending from pent-up demand. State Revenue Sharing has increased 17.5% from FY 2020 collections, Local 1/2 Cent increased by 12.5% and the Local Option Sales Tax increased by 1.7%.

(5) The Communication Service Tax has been in decline, statewide for the past five years due to a gradual decline in cable and landline subscribers, with more emphasis on streaming entertainment and social media platforms. Starting in March 2018, Leon County started paying back a monthly adjustment of \$9,159 over a three-year period due to an overpayment of local taxes by the State. This reduction ended in March 2021.

(6) The Public Services Tax reflects a 1.9% increase from FY 2020 due to residents spending more time at home whether for leisure, sustained teleworking and/or virtual schooling.

(7) Due to the COVID-19 pandemic, more people are working from home and foregoing non-essential travel, resulting in less vehicle activity and fuel consumption, which contributes to the reduction in budgeted revenue in the Local Option Gas Tax and the State Shared Gas Tax. The State Share is 4.4% higher than the FY 2020 actuals and 1.8% lower than budgeted. Local Gas Taxes are 3.6% higher than FY 2020 collections and 5.3% lower than budgeted.

(8) While the effects of the COVID-19, national, state, and local recommendations for social distancing, cancellation of collegiate athletics, and the cancellation of the community's largest seasonal events are still seen in the FY 2021 Tourist Development Tax collections, revenues increased by 9.0% compared to FY 2020 and 17.4% over the FY 2021 budgeted amount.

(9) Solid waste fees include the non-ad valorem assessments paid on the property tax bill, the transfer station tipping fees, and other solid waste fees such as hazardous materials. FY 2021 revenue reflects a 6.9% increase from the FY 2020 actuals and 13.6% decrease from the budgeted amount. The increase over FY 2020 is due to the transfer station tipping fee changing from \$42.15 to \$44.82 as outlined in the waste disposal and hauling contract.

**Fiscal Year 2021 Annual Performance and Financial Report** 

(10) The activity level of permitting is variable from year-to-year depending on the number and size of permitted building. FY 2021 saw an increase of 30.8% in revenue collected from FY 2020 actuals and 49.7% increase over the budgeted amount. The increase is due to a rebounding economy in single-family and commercial construction.

(11) In FY 2021, site plan approval and environmental permit fees continue to improve with revenues reflecting the substantial development in Leon County.

(12) Collections increased by 6.8% from FY 2020 due to an increase in patient transports and increase in the collection of outstanding billings due to the lowering rates by 24%.

(13) The 21.4% increase in revenue for the Probation/Pre-Trial program is due to reopening offices after COVID-19 related closures.

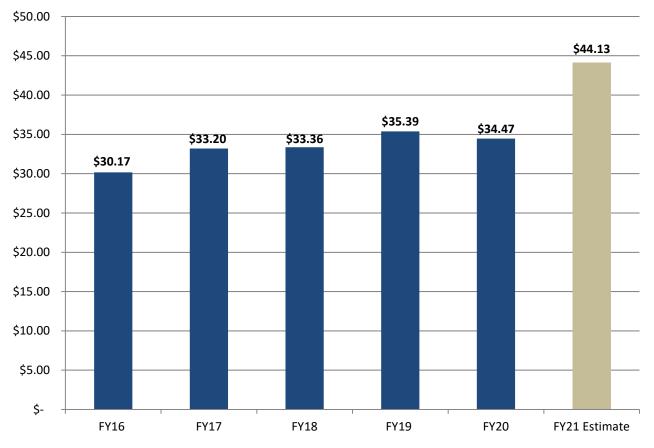
(14) Though Court Facilities fees have increased by 5.7%, revenue continues to be impacted by the effects of COVID-19 with sustained telecommuning and residents staying home, resulting in less vehicle traffic and ticket violations.

(15) The fire services fee was implemented in FY 2010. Revenues shown reflect collections by the City of Tallahassee and non ad valorem assessments placed on the County tax bill. Fees collected in FY 2021 were 33.3% higher than in FY 2020 due to arrearages collected from delinquent utility accounts and the non-suspension of utility accounts during the pandemic.

(16) Lowering interest rates to nearly 0% by the Federal Reserve to lessen the eonomic impact surrounding COVID-19 has directly influenced interest earnings on County funds.

Fiscal Year 2021 Annual Performance and Financial Report

General/Fine and Forfeiture Fund Balance (Millions)



**GENERAL FUND/FINE AND FORFEITURE – FUND BALANCE** 

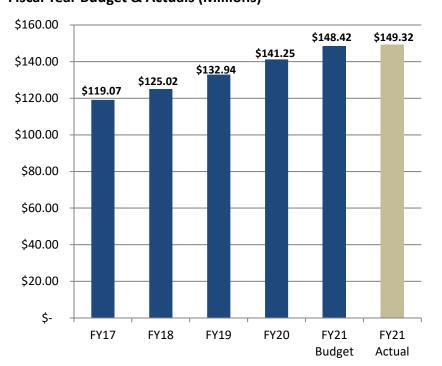


Fund Balance is maintained for cash flow purposes, as an emergency reserve and a reserve for one-time capital improvement needs. In addition, the amount of fund balance is used by rating agencies in determining the bond rating for local governments. The Leon County Reserves Policy requires fund balances to be between a minimum of 15% and a maximum of 30% of operating expenditures. The audited year ending fund balance for FY 2020 was \$34.47 million and the unaudited year ending funding balance for FY 2021 is \$44.13 million. The increase in FY 2021 reflects a \$7.75 million transfer in American Rescue Plan Act (ARPA) funding, of which a portion is used as revenue loss recovery to balance the FY 2022 and FY 2023 budgets to support general government services.

To follow the Leon County Reserves Policy minimum and maximum levels, the FY 2021 General/Fine and Forfeiture Fund Balance would have to remain between \$22.5 million and \$45.0 million. As depicted, the fund balance is within this range.

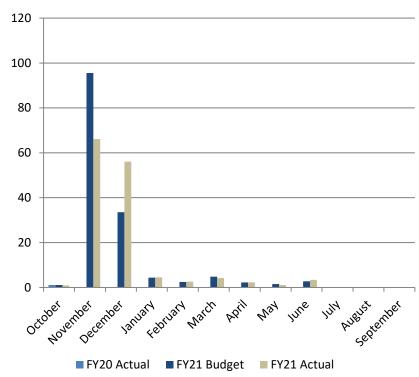
# Fiscal Year 2021 Annual Performance and Financial Report

AD VALOREM TAXES



# Fiscal Year Budget & Actuals (Millions)





### Background:

Ad Valorem Taxes are derived from all nonexempt real and personal properties located within Leon County. The non-voted countywide millage rate is constitutionally capped at 10 mills (Article VII, Section 9(a) and (b)).

The amounts shown are the combined General Fund and Fine and Forfeiture Fund levies.

### Trend:

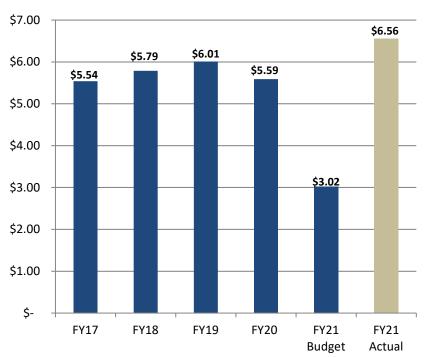
In January 2008, a constitutional amendment was passed that established restrictions on property valuations, such as an additional \$25,000 homestead exemption and Save Our Homes tax portability. These restrictions limit future growth in ad valorem taxes.

Due to an increase in property values, with the millage rate remaining 8.3144, the actual Ad Valorem Taxes collected were 5.7% higher than FY 2020 actuals. As depicted in the monthly graph, due to the early payment discount, most property taxes are paid in the first quarter of the year due to the 4% discount provided for early payment.

FY 2020 Actual: \$141,250,157 FY 2021 Budget: \$148,422,773 FY 2021 Actual: \$149,317,017

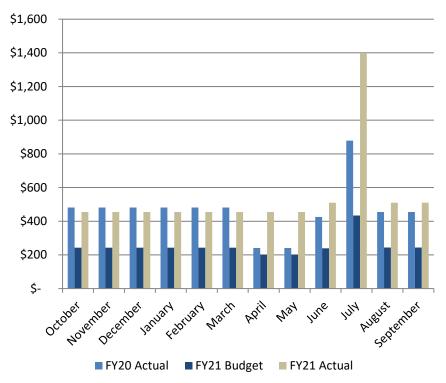
# **Fiscal Year 2021 Annual Performance and Financial Report**





### Fiscal Year Budget & Actuals (Millions)

# Monthly Totals: Budget vs. Actuals (Thousands)



### Background:

The Florida Revenue Sharing Act of 1972 was an attempt by the Legislature to ensure a minimum level of parity across units of local government when distributing statewide revenue. Currently, the Revenue Sharing Trust Fund for Counties receives 2.9% of the net cigarette tax collections and 2.25% of sales and use tax collections. On July 2004. the distribution formula 1. reduced the County's share to 2.044% or a net reduction of approximately 10%. The sales and use tax collections provide approximately 96% of the total revenue shared with counties, with the cigarette tax collections making up the small remaining portion. These funds are collected and distributed on a Florida monthly basis by the Department of Revenue.

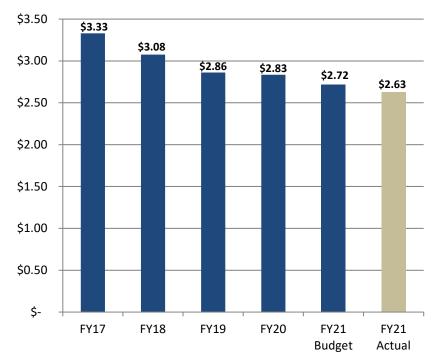
### Trend:

The COVID-19 pandemic and the sustained global economic disruption surrounding the public health emergency has impacted governments, businesses, and individuals across the world. However, due to consumer spending rebounding after the stay-athome orders were lifted and vaccines became available, the revenues have recovered. The increase in July is due to the annual true-up, which included the reduced monthly allocation in April and May that was withheld to maintain adequate funds in the State Shared Trust Fund. FY 2021 state revenue sharing collections increased by 17.5% from FY 2020, and by 117.1% more than the budgeted amount.

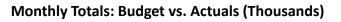
FY 2020 Actual: \$5,585,564 FY 2021 Budget: \$3,023,528 FY 2021 Actual: \$6,564,802

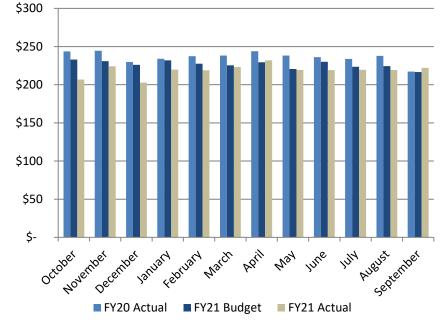
# Fiscal Year 2021 Annual Performance and Financial Report

**COMMUNICATION SERVICES TAX** 



# Fiscal Year Budget & Actuals (Millions)





# Background:

The Communication Services Tax combined seven different State and local taxes or fees by replacing them with a two-tiered tax, each with its own rate. These two taxes are (1) The State Communication Services Tax and (2) The Local Option Communication Services Tax. The County eliminated its 5% Cable Franchise Fee and certain right of way permit fees. Becoming a Charter county allowed the County to levy at a rate of 5.22%. This rate became effective in February of 2004.

# Trend:

This chart reflects only the local CST. Statewide, the CST has been in decline the past five years. Part of this decline was due to the Florida Department of Revenue notifying the County's Office of Financial Stewardship of an adjustment in the amount of \$329,729 due to the erroneous overpayment of local taxes. This adjustment was deducted from monthly distributions, in the amount of \$9,159, effective March 2018 through March 2021.

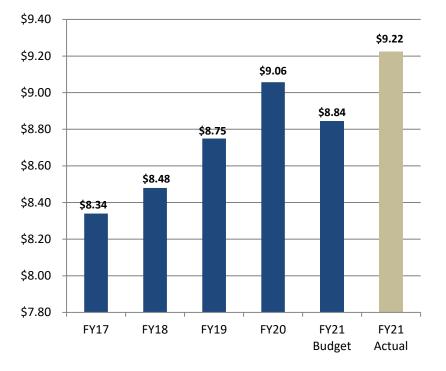
FY 2021 revenues came in 7.3% lower than FY 2020 and 3.4% lower than budgeted.

FY20 Actual: \$2,834,383 FY21 Budget: \$2,719,611 FY21 Actual: \$2,626,789

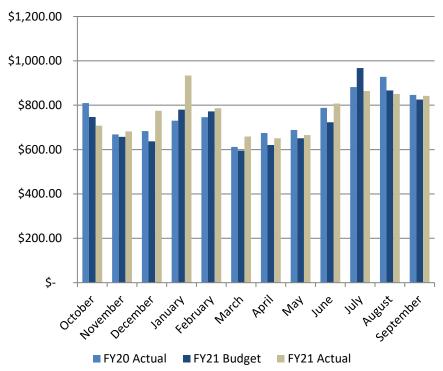
**Fiscal Year 2021 Annual Performance and Financial Report** 

# PUBLIC SERVICES TAX

### Fiscal Year Budget & Actuals (Millions)



Monthly Totals: Budget vs. Actuals (Thousands)



### Background:

The Public Services Tax is a 10% tax levied upon each purchase of electricity, water, and metered or bottled gas within the unincorporated areas of the County. It is also levied at \$0.04 per gallon on the purchase of fuel oil within the unincorporated areas of the County. This tax became effective on October 1, 2003.

### Trend:

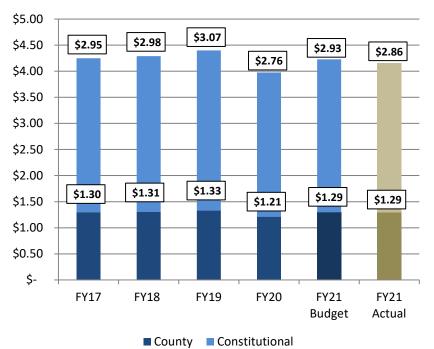
Due to its consumption basis, this tax is subject to many variables including rates and usage.

This revenue fluctuates and is based on consumption - milder winters generate lower utility bills. The FY 2021 actual revenues reflect a 1.9% increase over FY 2020 and a 4.3% increase over the budgeted amount due residents spending more time at home whether for leisure, sustained teleworking and/or virtual schooling.

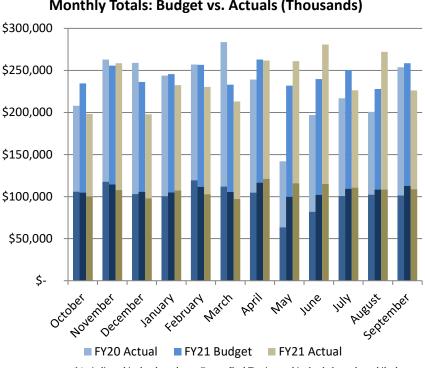
FY 2020 Actual: \$9,057,019 FY 2021 Budget: \$8,844,536 FY 2021 Actual: \$9,224,578

# Fiscal Year 2021 Annual Performance and Financial Report

STATE SHARED GAS TAX



# **Fiscal Year Actuals & Projections (Millions)**



Monthly Totals: Budget vs. Actuals (Thousands)

### **Background:**

The State Shared Gas Tax consists of two discrete revenue streams: County Fuel Tax and the Constitutional Gas Tax. These revenues are all restricted to transportation related expenditures (Florida Statutes 206 and others). These revenue streams are disbursed from the State based on a distribution formula consisting of county area, population, and collection.

### Trend:

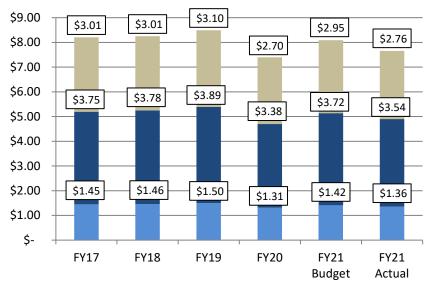
The COVID-19 pandemic and the sustained global economic disruption surrounding the public health emergency has impacted governments, businesses, and individuals across the world. COVID-19 changed statewide fuel consumption since people are forgoing non-essential travel and more individuals are working from home instead of commuting to the office. The FY 2021 actuals for this consumptionbased tax are 4.4% higher than FY 2020 and 1.8% lower than budgeted.

FY 2020 Actual: \$3.975.742 FY 2021 Budget: \$4,228,590 FY 2021 Actual: \$4,151,036

<sup>\*</sup>As indicated in the chart above, County Fuel Tax is noted in the darker color, while the Constitutional Gas Tax is shown in the lighter color.

# Fiscal Year 2021 Annual Performance and Financial Report

LOCAL OPTION GAS TAX

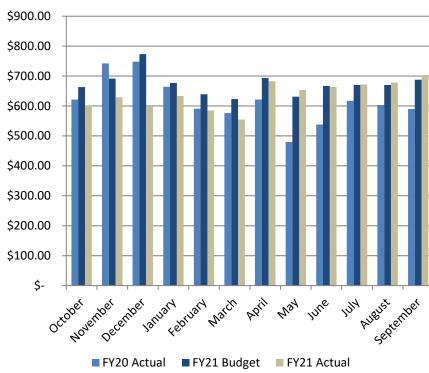


### Fiscal Year Budget & Actuals (Millions)

■ 9th Cent ■ Local Option

Option Second Local Option





### Background:

**9**<sup>th</sup> **Cent Gas Tax**: This tax is a State authorized local 1 cent tax on special and diesel fuel. Beginning in FY 2002, the County began to levy the amount locally on all fuel consumption.

**Local Option Gas Tax:** This tax is a locally imposed 6 cents per gallon tax on every net gallon of motor and diesel fuel. Funds are restricted to transportation related expenditures. In September 2013, the County and City amended the Interlocal Agreement, which authorized the extension of 6 cents gas tax, with an allocation of 50/50 between the County and the City, being effect from October 1, 2015. This tax will not sunset until FY 2045.

**2**<sup>nd</sup> **Local Option**: On September 10, 2013, the Board approved levying an additional five-cent gas tax, to be split with the City 50/50. Beginning in January 2014, the County began to levy this tax on all motor fuel consumption in Leon County.

The amounts shown are the County's share only.

### Trend:

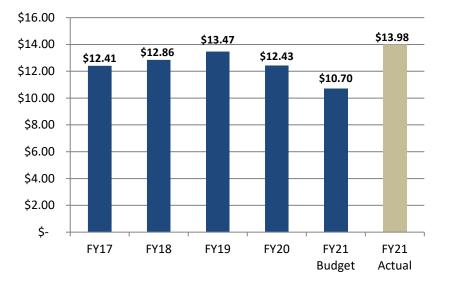
This is a consumption-based tax on gallons purchased. Due to the COVID-19 pandemic, more people are working from home, resulting in less vehicle activity and fuel consumption, which contributes to the reduction in revenue in the Local Option Gas Tax. The FY 2020 May distribution shows the lowest point and maximum effect of the stay-at-home order. After the lifting of these orders, the revenue began to increase, however it is still below FY 2019 levels. FY 2021 collections are 5.3% lower than budgeted, and 3.6% higher than FY 2020 actuals.

FY 2020 Actual: \$7,393,548 FY 2021 Budget: \$8,807,491 FY 2021 Actual: \$7,657,417

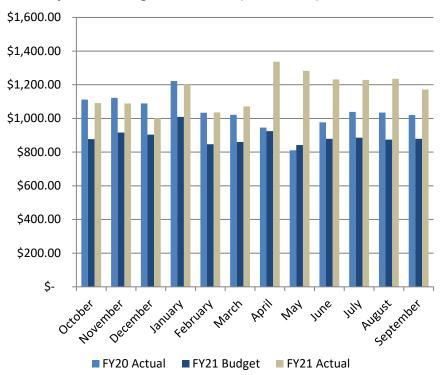
# **Fiscal Year 2021 Annual Performance and Financial Report**

# LOCAL GOVERNMENT HALF CENT SALES TAX

# Fiscal Year Budget & Actuals (Millions)



# Monthly Totals: Budget vs. Actuals (Thousands)



### Background:

The Local Government 1/2 Cent Sales Tax is based on 9.653% of net sales tax proceeds remitted by all sales tax dealers located within Leon County. On July 1, 2004, the distribution formula reduced the County's share to 8.814% or a net reduction of approximately 9.5%. The revenue is split 56.6% County and 43.4% City based on a statutory defined distribution formula (Florida Statutes Part VI, Chapter 218). On April 9, 2015, the House approved the House Tax Cut Package, HB 7141, which changed the formula, but there is no impact to the portion of Local Government 1/2 Cent Sales Tax.

The amounts shown are the County's share only.

### Trend:

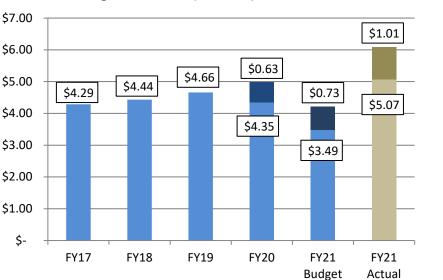
The Local Government Half-Cent Sales Tax is reflective of local consumer spending in Leon County. The FY 2021 budget was reduced by 14% from FY 2020 collections due to an anticipated COVID-19 related decline in consumer spending. However, due to consumer spending rebounding after the stay-at- home orders were lifted and vaccines became available, the revenues have rebounded and returned to pre-COVID collection levels.

FY 2021 actuals are 30.7% higher than budgeted and 12.5% higher than FY 2020 actuals.

FY 2020 Actual: \$12,429,990 FY 2021 Budget: \$10,698,273 FY 2021 Actual: \$13,980,522

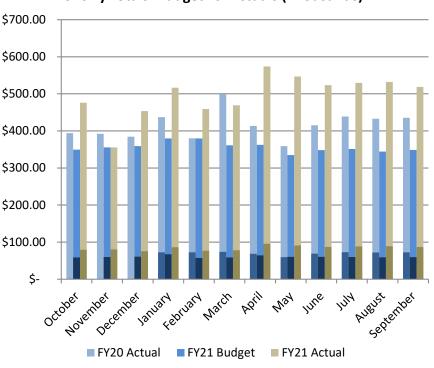
## **Fiscal Year 2021 Annual Performance and Financial Report**

LOCAL OPTION SALES TAX



# Fiscal Year Budget & Actuals (Millions)

#### ■ 1 Cent Sales Tax ■ L.I.F.E.



## Monthly Totals: Budget vs. Actuals (Thousands)

\*As indicated in the chart above, the Local Option Sales Tax is noted in the lighter color, while L.I.F.E. is shown in the darker color.

## Background:

**1 Cent Sales Tax**: The Local Option Sales Tax is a 1 cent sales tax on all transactions up to \$5,000. In the November 2014 referendum, the sales tax was extended for another 20 years beginning in 2020. The revenues are distributed at a rate of 10% to the County, 10% to the City, and 80% to Blueprint 2000.

#### L.I.F.E:

On January 1, 2020, 2% of the penny sales tax proceeds began being collected for Livable Infrastructure for Everyone (L.I.F.E.) projects that address small-scale infrastructure needs. L.I.F.E. projects will also address unforeseen infrastructure needs that population growth and/or aging infrastructure will create.

The amounts shown are the County's share only. The first three months of FY 2020 do not reflect the 2% L.I.F.E. funding which started in January 2020.

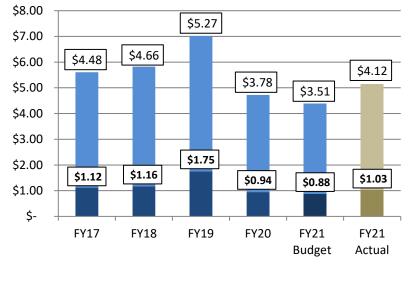
#### Trend:

The Local Option Sales Tax 1 Cent Sales Tax generated 20.1% more than budgeted and 16.5% more than FY 2020 due having 12 full months of collections and the rebounding of consumer spending.

FY 2020 Actual: \$4,981,418 FY 2021 Budget: \$4,218,268 FY 2021 Actual: \$6,079,132

# **Fiscal Year 2021 Annual Performance and Financial Report**

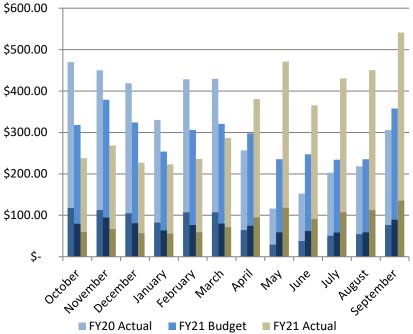
LOCAL OPTION TOURIST DEVELOPMENT TAX



## **Fiscal Year Actuals & Projections (Millions)**

#### ■ 4 Cents ■ 1 Cent

### Monthly Totals: Budget vs. Actuals (Thousands)



# \*As indicated in the chart above, the 1 Cent Tourist Tax is noted in the darker color, while the 4

#### As indicated in the chart above, the I Cent Tourist Tax is noted in the darker color, while the Cents are shown in the lighter color.

# Background:

The Local Option Tourist Tax is a locally imposed 5% tax levied on rentals and leases of less than six-month duration. This tax is administered locally by the Tax Collector. The funds are restricted to advertising, public relations, promotional programs, visitor services and approved special events (Florida Statute 125.014). On March 19, 2009, the Board approved to increase total taxes levied on rentals and leases of less than six-month duration by 1%, bringing the total taxes levied to 5%. The additional 1% became effective on May 1, 2009 and is used for marketing as specified in the TDC Strategic Plan.

### Trend:

COVID-19 has dramatically changed the local economy and has significantly reduced County revenues in several areas, none more so than the Tourist Development Tax. The national, state, and local recommendations for social distancing and reduced capacity, cancellation of events, and significant reductions in hotel occupancy rates is still evident in TDT revenues. While collections are steadily increasing with the return of events, Leon County has not made a full recovery to pre-pandemic levels.

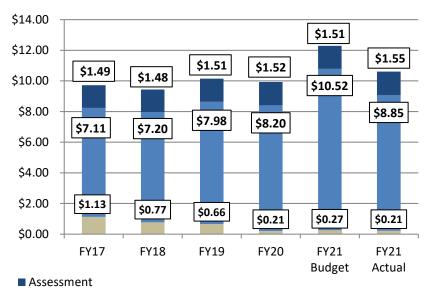
The FY 2021 actuals increased by 9.0% over FY 2020 and 17.4% over the budgeted amount.

FY 2020 Actual: \$4,723,874 FY 2021 Budget: \$4,386,734 FY 2021 Actual: \$5,148,383

# Fiscal Year 2021 Annual Performance and Financial Report

# SOLID WASTE FEES

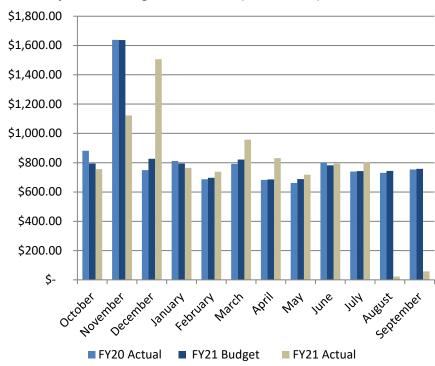
### Fiscal Year Budget & Actuals (Millions)



Transfer Station Fees

Other

#### Monthly Totals: Budget vs. Actuals (Thousands)



#### **Background:**

Solid Waste Fees are collected for sorting, reclaiming, disposing of solid waste at the County landfill and transfer station. Revenues collected will be used for the operation of all solid waste disposal sites.

In October 2008, the Board entered into a contractual agreement with Marpan Waste Recycling. The Solid Management Facility no longer accepts Class I waste as of January 1, 2009. This contract caused a decline in revenues at the Solid Waste Management Facility which now only charges for yard waste. However, expenditures were adjusted to reflect the change in operations at the facility.

#### Trend:

Rural Waste Service Center fees were eliminated in FY 2020, resulting in a modest reduction from prior years in Solid Waste Fees. As felt across the nation, the cost of recycling is outpacing the revenues it previously generated, negatively impacting revenue collected.

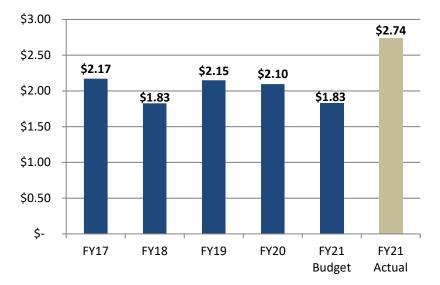
November and December revenue reflect the collection of the non-ad valorem assessment paid on the property tax bill.

FY 2021 revenue reflects a 6.9% increase compared to the FY 2020 actuals due to the transfer station tipping fee changing from \$42.15 to \$44.82 as outlined in the waste disposal and hauling contract. The 13.6% decrease over the FY 2021 budget is due to an overestimation of total tonnage that used storm debris from previous years.

FY 2020 Actual: \$9,928,277 FY 2021 Budget: \$12,289,225 FY 2021 Actual: \$10,615,330

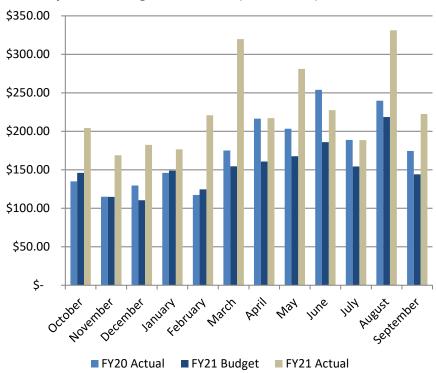
## **Fiscal Year 2021 Annual Performance and Financial Report**

**BUILDING PERMIT FEES** 



## Fiscal Year Budget & Actuals (Millions)

## Monthly Totals: Budget vs. Actuals (Thousands)



### Background:

Building Permit Fees are derived from developers of residential and commercial property and are intended to offset the cost of inspections to assure that development activity meets local, state and federal building code requirements. The County only collects revenues for development these occurring in the unincorporated area. As a result of a fee study, the Board adopted the first revised fee study in more than ten years. The fee increase was implemented in three phases: 34% on March 1, 2007; 22% on October 1, 2007; and a final 7% on October 1, 2008.

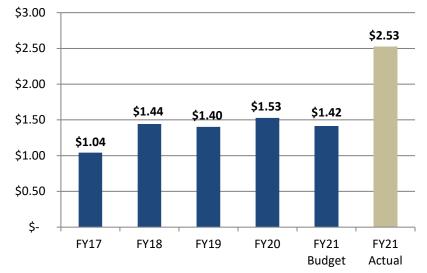
#### Trend:

A rebounding economy in commercial and housing construction fueled by a low interest rate environment enacted by the Federal Reserve to combat the impacts of COVID-19 on the economy has caused a corresponding increase in permitting revenues. Building Permit Fees show a 30.8% increase over the FY 2020 actuals and a 49.7% increase over the budgeted amount. This elevated level of activity also reflects development commercial permits associated with the Amazon Fulfillment Center. As noted in the chart the activity level of permitting is variable from yearto-year depending on the number and size of permitted buildings.

FY 2020 Actual: \$2,095,012 FY 2021 Budget: \$1,830,840 FY 2021 Actual: \$2,740,810

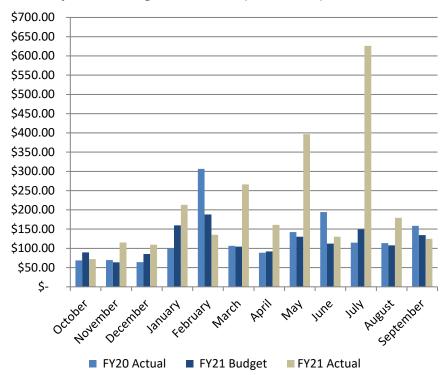
**Fiscal Year 2021 Annual Performance and Financial Report** 

# SITE PLAN APPROVAL AND ENVIRONMENTAL PERMIT FEES



## Fiscal Year Budget & Actuals (Millions)

## Monthly Totals: Budget vs. Actuals (Thousands)



## **Background:**

Environmental Permit Fees are derived development projects from for compliance with stormwater. landscape. tree protection, site development and zoning, and subdivision regulations. As a result of a fee study, the Board adopted a revised fee resolution effective October 1, 2006. On March 11, 2008 the Board approved an overall fee increase of 20% in addition to adopting new fees for Growth Management. The fees were implemented new immediately, and the overall fee increase was effective as of October 1, 2008.

#### Trend:

Since FY 2017, more projects were being submitted under lower cost permitting thresholds, which caused a decline in revenue even though there is an overall increase in permitting approvals. In FY 2021, site plan approval and environmental permit fees continue to improve with revenues reflecting the substantial development in Leon County. The spike in July is due to permitting for the Amazon Fulfillment Center.

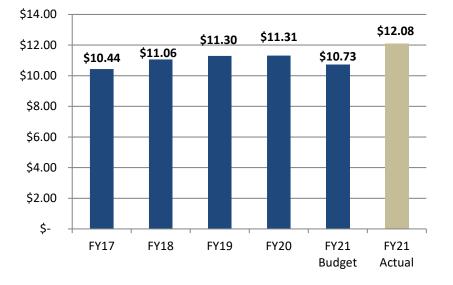
FY 2021 revenue reflects a 65.6% increase over FY 2020 actuals and a 78.6% increase over the budgeted amount.

FY 2020 Actual: \$1,527,101 FY 2021 Budget: \$1,415,595 FY 2021 Actual: \$2,528,711

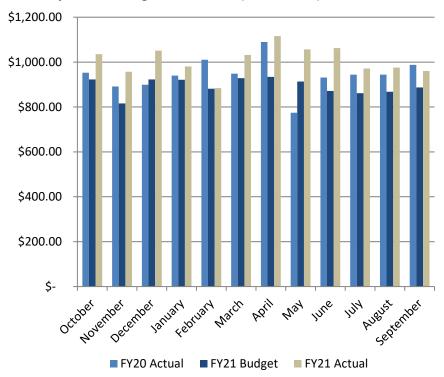
## Fiscal Year 2021 Annual Performance and Financial Report

# AMBULANCE FEES

## Fiscal Year Budget & Actuals (Millions)



#### Monthly Totals: Budget vs. Actuals (Thousands)



#### Background:

Leon County initiated its ambulance service on January 1<sup>st</sup> of 2004. Funding for the program comes from patient billings and a Countywide Municipal Services Tax. The amounts shown are the patient billings only.

The EMS system bills patients based on the use of an ambulance transport to the hospital. As with a business, the County has an ongoing list of patients/insurers that owe the County monies (outstanding receivables). In FY 2008, the County established a collection policy to pursue uncollected bills, and to allow the billings write-off of determined uncollectible.

#### Trend:

In order to more accurately estimate revenues, the forecasting methodology shifted from a collection receivables basis to a cash basis. On April 24, 2018 the Board approved a 24% fee reduction in ambulance fees effective June 1, 2018. The fee reduction did not cause a decline in revenue as anticipated, but increased collection rates due to making patient billings more affordable.

Revenues for FY 2021 increased by 12.6% over the budgeted amount and 6.8% over FY 2020 actuals due to higher than anticipated collection rates of outstanding billings and increased patient transport revenues.

FY 2020 Actual: \$11,313,804 FY 2021 Budget: \$10,727,892 FY 2021 Actual: \$12,082,662

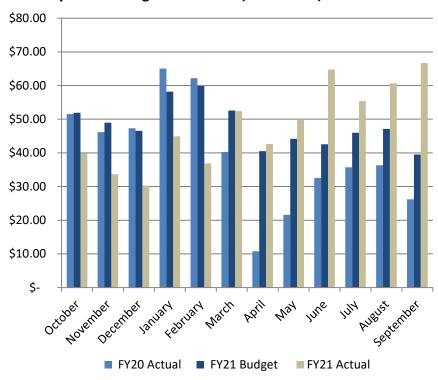
## Fiscal Year 2021 Annual Performance and Financial Report

# PROBATION FEES

#### \$900 \$771 \$800 \$733 \$700 \$613 \$578 \$578 \$600 \$476 \$500 \$400 \$300 \$200 \$100 \$-FY17 FY18 FY19 FY20 FY21 FY21 Budget Actual

## Fiscal Year Budget & Actuals (Thousands)

## Monthly Totals: Budget vs. Actuals (Thousands)



## Background:

The Probation Fees are a combination of County court probation fees, alternative community service fees, noshow fees (all governed by Florida Statute 948) and pre-trial release fees (governed by an Administrative Order). These fees are collected from individuals committing infractions that fall within the jurisdiction of Leon County Courts. The amount of each individual fee is expressly stated in either the Florida Statute or the Administrative Order

#### Trend:

Revenues collected through Probation and Pre-Trial fees have steadily declined since FY 2017. This can be attributed to a decline in Probation and Pre-Trial caseloads, early termination of sentences and a decrease in court ordered GPS (Global Positioning Satellite) electronic monitoring/tracking and withheld adjudications for offenders unable to afford fees.

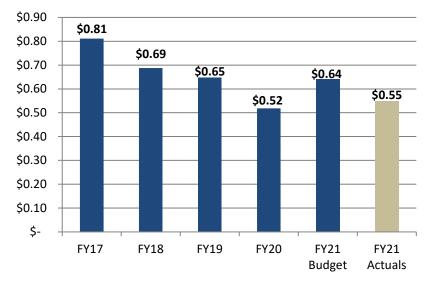
While the effects of COVID-19 can still be seen in Pre-Trial and Probation fees, FY 2021 actuals increased by 21.4% over FY 2020 due to offices and the courts reopening and resuming inperson visits.

FY 2020 Actual: \$475,789 FY 2021 Budget: \$577,885 FY 2021 Actual: \$577,836

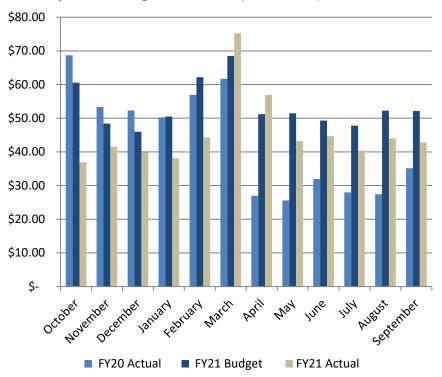
**Fiscal Year 2021 Annual Performance Financial Report** 

# COURT FACILITIES FEES

### Fiscal Year Budget & Actuals (Millions)



#### Monthly Totals: Budget vs. Actuals (Thousands)



#### Background:

Court Facilities Fees are established to fund "state court facilities" as defined in Chapter 29, Florida Statutes (2009). On June 19, 2009, legislation approved permitting counties to change the surcharge placed on non-criminal traffic infractions from \$15 to \$30. In FY 2020, the County collected \$518,321 in these fees but expended more than \$8.7 million on behalf of the State Court system.

The Board approved the increase in surcharges on August 25, 2009.

#### Trend:

Since FY 2017, this revenue has declined primarily due to a decline in the issuance of moving traffic violations. A comparison of the FY 2017 actual and the FY 2021 actuals shows a 32.5% decline in revenue.

Court facility fees are generated through traffic ticket violations, which continue to be impacted by residents staying at home and maintained telecommuting due to COVID-19, impacting the number of cars on the road, which impacts the number of traffic ticket violations that are recorded.

FY 2020 Actual: \$518,321 FY 2021 Budget: \$640,300 FY 2021 Actual: \$547,965

# FY 2021 Annual Performance and Financial Report

				<u>FY21</u>	<u>FY21</u>	FY21 Budget	FY21 Budget
<u>Fund</u>	<u>Org</u>	<u>Description</u>		<u>Adj. Budget</u>	Expenditures	<u>\$ Balance</u>	<u>% Bal. Remaining</u>
Board	of Count	y Commissioners					
		Commission					
001	100	County Commission		1,824,286	1,824,286	0	0.00%
001	101	District 1		12.500	12.196	304	2.43%
001	102	District 2		12,500	303	12,197	97.58%
001	103	District 3		12,500	7,588	4,913	39.30%
001	104	District 4		12,500	9,902	2,598	20.78%
001	105	District 5		12,500	7,991	4,509	36.07%
001	106	At Large District 6		12,500	8,688	3,812	30.50%
001	107	At Large District 7		12,500	6,109	6,391	51.13%
001	108	Commissioners Account		24,845	19,476	5,369	21.61%
			Subtotal:	1,936,631	1,896,537	40,094	2.07%
Count	y Adminis	stration					
		Administration					
001	110	County Administration		1,291,153	1,291,153	0	0.00%
	<u>Strategi</u>	c Initiatives					
001	115	Strategic Initiatives		808,279	799,832	8,447	1.05%
001	116 Emerge	Community and Media Relations ncy Management		753,526	648,393	105,133	13.95%
125	864	Emergency Management <sup>1</sup>		121,221	98,547	22,674	18.70%
125	952011	Emergency Management Base Grant - Federal <sup>1</sup>		97,479	90,529	6,950	7.13%
125	952012	Emergency Management Base Grant - State <sup>1</sup>		136,404	105,806	30,598	22.43%
130	180	Enhanced 911		2,043,229	1,897,462	145,767	7.13%
	Human	Resources					
001	160	Human Resources		1,526,508	1,474,746	51,762	3.39%
	Volunte	er Services					
001	113	Volunteer Center		188,225	163,904	24,321	12.92%
			Subtotal:	6,966,024	6,570,371	395,653	5.68%
<b>Office</b>	of Inform	ation Technology					
001	171	Management Information Systems		7,221,563	7,173,654	47,909	0.66%
001	411	Public Safety Complex Technology		261,912	193,427	68,485	26.15%
001	421	Geographic Information Services		2,099,120	1,938,394	160,726	7.66%
			Subtotal:	9,582,595	9,305,475	277,120	2.89%
	y Attorne						
001	120	County Attorney		2,111,946	1,690,980	420,966	19.93%
			Subtotal:	2,111,946	1,690,980	420,966	19.93%

# FY 2021 Annual Performance and Financial Report

				<u>FY21</u>	<u>FY21</u>	FY21 Budget	FY21 Budget
<u>Fund</u>	<u>Org</u>	<u>Description</u>		<u>Adj. Budget</u>	Expenditures	<u>\$ Balance</u>	<u>% Bal. Remaining</u>
Denari	ment of	Public Works					
		rt Services					
106	400	Support Services		627,095	626,894	201	0.03%
	Operat						
106	431	Transportation		4,699,676	3,537,516	1,162,160	24.73%
106	432	Right-of-Way		2,939,347	2,255,578	683,769	23.26%
123	433	Stormwater Maintenance		3,223,759	2,322,137	901,622	27.97%
001	216	Mosquito Control		807,504	435,818	371,686	46.03%
125	214	Mosquito Control Grant <sup>1</sup>		48,479	0	48,479	100.00%
	Engine	ering Services					
106	414	Engineering Services		3,958,223	3,752,748	205,475	5.19%
	Fleet N	laintenance					
505	425	Fleet Maintenance		3,073,578	2,821,191	252,387	8.21%
			Subtotal:	19,377,661	15,751,882	3,625,779	18.71%
D							
Depart		Development Support & Environmental Mgt					
120	220	n <mark>g Inspection</mark> Building Inspection		2,064,882	1,842,511	222,371	10.77%
120		nmental Compliance		2,004,002	1,042,011	222,571	10.777
121	420	Environmental Compliance		1,571,074	1,372,656	198,418	12.63%
121		poment Services		1,071,074	1,072,000	130,410	12.007
121	422	Development Services		862,945	667,547	195,398	22.64%
121		Compliance Services		002,040	001,041	100,000	22.047
121	423	Permit Compliance		496,818	463,024	33,794	6.80%
		rt Services		,	,	,	
121	424	Support Services		397,547	369,647	27,900	7.02%
	Custor	ner Engagement Services					
121	426	Customer Engagement Services		217,641	101,772	115,869	53.24%
	DEP St	torage Tank <sup>1</sup>					
125	866	DEP Storage Tank		191,309	185,251	6,058	3.17%
		-	Subtotal:	5,802,216	5,002,408	799,808	13.78%
Depart	ment of						
		ng Department		4 000 005		540.040	00.400
001	817	Planning Department	o	1,332,305	819,486	512,819	38.49%
			Subtotal:	1,332,305	819,486	512,819	38.49%
Office	of Finan	cial Stewardship					
		of Management and Budget					
001	130	Office of Management and Budget		792,071	759,327	32,744	4.13%
	Purcha	<b>o o</b>		,		,	
001	140	Procurement		468,612	449,687	18,925	4.04%
001	141	Warehouse		117,131	92,956	24,175	20.64%
	<u>Real E</u>	state Management					
001	156	Real Estate Management		381,646	381,646	0	0.00%
001	Risk M	anagement					
001				040 504	101 216	21,268	10.00%
	132	Risk Management		212,584	191,316	21,200	10.00 /
001 501 501		Risk Management Workers Compensation Management / Insuranc	e	212,584 4,631,740	4,141,163	490,577	10.59%

# FY 2021 Annual Performance and Financial Report

				<u>FY21</u>	FY21	FY21 Budget	FY21 Budget
<u>Fund</u>	<u>Org</u>	Description		Adj. Budget	Expenditures	<u>\$ Balance</u>	% Bal. Remaining
		_					
	on of Tou			FF0 700	500.000	11.000	7 400/
160	301	Administration		550,730	509,668	41,062	7.46%
160	302	Advertising		840,710	792,063	48,647	5.79%
160	303	Marketing		2,602,680	1,894,423	708,257	27.21%
160	304	Special Projects		450,000	320,819	129,181	28.71%
160	305	Cultural, Visual Arts, & Heritage (CRA)		5,232,298	3,250,000	1,982,298	37.89%
			Subtotal:	9,676,418	6,766,974	2,909,444	30.07%
Office	of Public	: Safety					
	Emerge	ency Medical Services					
135	185	Emergency Medical Services		20,325,080	18,307,221	2,017,859	9.93%
	Animal	Services					
140	201	Animal Services		1,815,890	1,699,630	116,260	6.40%
			Subtotal:	22,140,970	20,006,851	2,134,119	9.64%
Office	of Librar	y Services					
<u></u>		Services					
001	240	Policy, Planning & Operations		995,938	735,857	260,081	26.11%
001	241	Public Library Services		5,615,589	5,103,056	512,533	9.13%
		·	Subtotal:	6,611,527	5,838,913	772,614	11.69%
0.0							
Office		ention & Detention Alternatives					
111	542	r <u>Probation</u> County Probation		1,227,925	1,178,853	49,072	4.00%
111		-		1,227,925	1,170,055	49,072	4.00%
111	544	<u>ised Pretrial Release</u> Pretrial Release		1 647 004	1 647 004	0	0.00%
111	• • •			1,647,921	1,647,921	0	0.00%
		Alcohol Testing		475 000	04.047	00.050	E4 340/
111	599	Drug and Alcohol Testing		175,899	84,947	90,952	51.71%
		AG Grant Pretrial <sup>1</sup>					
125	982063			38,356	38,356	0	0.00%
125	982064	FDLE JAG Pre-Trial FY20		40,000	38,356	1,644	4.11%
			Subtotal:	3,130,101	2,988,433	141,668	4.53%

# FY 2021 Annual Performance and Financial Report

				FY21	FY21	FY21 Budget	FY21 Budget
Fund	Org	Description		Adj. Budget	Expenditures	\$ Balance	% Bal. Remaining
						<u></u>	<u></u>
<u>Office</u>		n Services & Community Partnerships					
		Services					
001	390	Veteran Services		367,592	263,623	103,969	28.28%
		& Human Services					
001	370	Social Service Programs		6,691,966	6,516,253	175,713	2.63%
		Department					
001	190	Health Department		237,345	237,345	0	0.00%
		<u>'Health Care</u>		4 004 050			10 550
001	971	Primary Health Care		1,824,059	1,467,431	356,628	19.55%
004		g Services		004.074	055.070	00.404	5 500/
001	371	Housing Services		694,074	655,673	38,401	5.53%
125		HFA Emergency Repairs Program		69,586	59,791	9,795	14.08%
		<u>118-2021</u> <sup>1</sup>					
124		SHIP 2018-2021 Funding		19,220	19,220	0	0.00%
124		SHIP 2019-2022 Funding		69,197	56,621	12,576	18.17%
124		SHIP Hurricane Housing Recovery		205,251	203,965	1,286	0.63%
124	932056	SHIP 2020-2021 Funding		123,698	50,000	73,698	59.58%
			Subtotal:	10,301,988	9,529,924	772,065	7.49%
Office	of Resou	rce Stewardship					
		f Sustainability					
001	127	Office of Sustainability		331,364	254,303	77,061	23.26%
	Facilitie	s Management					
001	150	Facilities Management		7,964,512	7,780,647	183,865	2.31%
	Detentio	on Center Maintenance					
001	152	Maintenance		2,443,688	2,362,938	80,750	3.30%
	Public S	Safety Complex					
001	410	Public Safety Complex		1,702,246	1,428,563	273,683	16.08%
	County	Government Annex					
165	154	Courthouse Annex		568,471	477,988	90,483	15.92%
	Hunting	ton Oaks Plaza Operating					
166	155	Huntington Oaks Plaza		105,695	34,891	70,804	66.99%
	Cooperation	ative Extension					
001	361	Extension Education		442,331	392,179	50,152	11.34%
	Parks &	Recreation					
140	436	Parks & Recreation		3,232,597	3,027,407	205,190	6.35%
	Solid W						
401	416	Yard Waste		403,564	223,494	180,070	44.62%
401	437	Rural Waste Collection Centers		742,376	651,181	91,195	12.28%
401	441	Transfer Station Operations		11,068,224	9,195,654	1,872,570	16.92%
401	442	Landfill (Solid Waste Management Facility)		528,975	500,554	28,421	5.37%
401	443	Hazardous Waste		747,726	747,726	0	0.00%
			Subtotal:	30,281,769	27,077,524	3,204,245	10.58%

# FY 2021 Annual Performance and Financial Report

				<u>FY21</u>	<u>FY21</u>	FY21 Budget	FY21 Budget
<u>Fund</u>	<u>Org</u>	Description		Adj. Budget	<b>Expenditures</b>	<u> \$ Balance</u>	<u>% Bal. Remaining</u>
		2					
Const		Officers <sup>2</sup>					
004		of the Circuit Court		4 0 4 0 0 7 0	4 0 4 0 0 0 0	04	0.000/
001	132	Clerk Finance		1,942,370	1,942,339	31	0.00%
110	537	Circuit Court Fees		395,908	395,514	394	0.10%
004		rty Appraiser		F 000 070	5 000 040	05	0.000/
001	512	Property Appraiser		5,223,273	5,223,248	25	0.00%
110	Sherif			44.057.405	20 520 000	4 704 407	40.070/
110	510	Law Enforcement		44,257,465	39,536,298	4,721,167	10.67%
110	511	Corrections		36,962,289	36,962,289	0	0.00%
001	513	<u>ollector</u>			F 940 000	400.000	2.96%
123	513 513	General Fund Property Tax Commissions		5,509,992 72,568	5,346,669 70,670	163,323 1,898	2.96%
123	513 513	Stormwater Utility Non Ad-Valorem		,	,	1,898	0.00%
135	513 513	Emergency Medical Services MSTU Fire Service Fee		162,395 59,106	162,395		2.66%
145				,	57,535	1,571	2.66% 65.37%
162	513 513	Special Assessment Paving		5,500	1,904	3,596 438	65.37% 8.75%
	513	Sewer Services Killearn Lakes I and II		5,000	4,562		
401		Landfill Non-Ad Valorem		34,606	31,200	3,406	9.84%
060	<u>Super</u> 520	visor of Elections Voter Registration		3,165,930	2,863,430	302,500	9.55%
060	520 521	Elections		1,247,673	, ,	8,528	9.55% 0.68%
060	521	Elections	Subtotal:		1,239,145	,	
			Subtotal	99,044,075	93,837,198	5,206,877	5.26%
Judici	al Office						
		Administration					
001	540	Court Administration		256,364	256,060	304	0.12%
001	547	Guardian Ad Litem		24,277	14,640	9,637	39.69%
110	532	State Attorney		130,950	107,680	23,270	17.77%
110	533	Public Defender		141,745	141,745	0	0.00%
110	555	Legal Aid		257,500	257,500	0	0.00%
114	586	Teen Court		73,422	73,422	0	0.00%
117	509	Alternative Juvenile Program		58,033	30,758	27,275	47.00%
117	546	Law Library		51,395	0	51,395	100.00%
117	548	Judicial/Article V Local Requirements		189,714	19,874	169,840	89.52%
117	555	Legal Aid		51,395	43,969	7,426	14.45%
			Subtotal:	1,234,795	945,649	289,146	23.42%

# FY 2021 Annual Performance and Financial Report

#### PROGRAM EXPENDITURE SUMMARY

			<u>FY21</u>	FY21	FY21 Budget	FY21 Budget
<u>Fund</u>	<u>Org</u>	Description	Adj. Budget	Expenditures	\$ Balance	% Bal. Remaining
<u>Non-O</u>	perating	2 em Funding				
001	888	Line Item Funding	897,759	557,759	340,000	37.87%
160	888	Council on Culture and Arts Regranting	1,012,347	1,008,796	3,551	0.35%
100		f Tallahassee	.,,.	.,,	-,	
140	838	City Payment, Tallahassee (Parks & Recreation)	1,504,334	1,504,334	0	0.00%
145	838	City Payment, Tallahassee (Fire Fees)	11,254,849	11,254,849	0	0.00%
164	838	City Payment, Tallahassee (Killearn Lakes Sewer)	232,500	225,676	6,824	2.94%
		Non-Operating				
001	114	Office of Economic Vitality	93,185	93,185	0	0.00%
001	278	Summer Youth Employment	40,727	195	40,532	99.52%
001	403	Blueprint <sup>3</sup>	578,609	564,641	13,968	2.41%
001	529	800 MHZ System Maintenance	1,686,950	1,663,353	23,597	1.40%
001	820	Insurance Audit, and Other Expenses	6,080,478	3,489,927	2,590,551	42.60%
001	831	Tax Deed Applications	45,000	(3,827)	48,827	108.50%
001	972	CRA-TIF Payment	3,518,010	3,377,143	140,867	4.00%
110	507	Consolidated Dispatch Agency (CDA)	3,165,150	3,165,150	0	0.00%
110	508	Diversionary Program	138,684	940	137,744	99.32%
110	620	Juvenile Detention Payment - State	1,176,781	1,176,678	103	0.01%
116	800	Drug Abuse	84,835	0	84,835	100.00%
145	843	Volunteer Fire Department	494,193	363,298	130,895	26.49%
167	365	Local Provider Participation Fund	10,142,165	9,976,734	165,431	1.63%
502	900	Communications Control	1,368,186	1,027,118	341,068	24.93%
002	000		1,000,100	1,027,110	041,000	24.00%
	Interde	epartmental Billing				
		Countywide Automation	577,710	577,220	490	0.08%
		Indirects (Internal Cost Allocations)	0	0	0	100.00%
		Risk Allocations	1,151,850	1,148,984	2,866	0.25%
		Subtotal:	45,244,302	41,172,152	4,072,150	9.00%
Total C	Operatin	g	234,974,605	213,098,257	21,876,348	9.31%
	Non-Ope	-	45,244,302	41,172,152	4,072,150	9.00%
Total (	•	-	85,298,990	34,437,264	50,861,725	59.63%
Opera	ting Gra	nts	1,160,200	946,442	213,758	18.42%
Non-O	perating	g Grants <sup>4</sup>	170,645,965	98,139,923	72,506,042	42.49%
	Debt Ser		3,730,104	3,730,104	0	0.00%
	Reserves	-	12,962,951	869,556	12,093,395	93.29%
TOTAL	L NET EX	XPENDITURES:	554,017,117	392,393,698	161,623,418	29.17%

Notes:

1. Operating Grants include Mosquito Control, DEP Storage Tank, FDLE JAG Pretrial, SHIP, Emergency Management and Elections.

2. Expenses reflect budgeted transfers to the Constitutional Officers and do not reflect excess fees or unexpended funds returned to the Board as revenue, as required by the Florida Statute.

3. The Blueprint budget was established to fund the salary and benefits for an employee who opted to be on County payroll for retirement benefits. Total expenses for the position are reimbursed.

4. For accounting purposes this amount includes funding isolated in specific budgets received from other governmental entities such as the Florida Department of Environmental Protection, the Federal Government (e.g. American Recovery Plan Act, CARES and the Emergency Rental Assistance Programs 1 and 2) and the Department of Transportation. See the grant section of the report for more detail.

# FY 2021 Annual Performance and Financial Report

		<u>FY19</u>	FY20	FY21	FY22	<u>FY22</u>
Org	Fund Title	Actuals (A)	Actuals (A)	Estimated Balance (B)	Appropriated Fund Balance (C)	Beginning Unreserved Fund Balance (D)
	General & Fine and Forfeiture Funds					
001	General Fund (E)	33,714,518	33,789,262	41,809,825	8,776,816	33,033,009
110	Fine and Forfeiture Fund (E)	1,674,303	677,515	2,317,104	1,664,420	652,684
	Subtotal:	35,388,821	34,466,777	44,126,929	10,441,236	33,685,693
	Special Revenue Funds					
106	County Transportation Trust Fund (F)	4,674,953	4,083,919	5,554,700	0	5,554,700
111	Probation Services Fund (G)	620,252	148,414	4,821	0	4,821
114	Teen Court Fund (G)	2,533	30,465	2,698	0	2,698
116	Drug Abuse Trust Fund	32,410	92,585	128,348	0	128,348
117	Judicial Programs Fund	415,478	415,998	570,221	102,881	467,340
120	Building Inspection Fund	2,226,315	1,442,111	1,368,174	309,089	1,059,085
121	Development and Environmental Services Fund (H)	470,935	567,220	2,274,363	35,055	2,239,308
123	Stormwater Utility Fund	759,757	1,139,510	2,050,954	0	2,050,954
124	SHIP Trust Fund	23,654	25,247	25,247	0	25,247
125	Grants (I)	208,808	598,784	818,502	80,246	738,256
126	Non-Countywide General Revenue Fund (J)	1,382,791	285,827	5,815,507	0	- , ,
127	Grants (K)	201,774	200,531	191,255	0	- ,
128	CARES Act Fund (K) 9-1-1 Emergency Communications Fund (L)	0 660,126	32,618,242	3,518,135 0	3,518,135 0	0 0
130	Radio Communications Systems Fund ( <b>M</b> )		307,756 149,797	164,891	0	164,891
131	Emergency Medical Services Fund	13,459				
135	0,	6,198,513 0	6,271,413 0	7,301,804	1,236,336	6,065,468 0
137	American Recovery Plan Act (ARPA) Fund <b>(K)</b>			40,410,881	40,410,881	-
140	Municipal Services Fund <b>(N)</b> Fire Services Fund	195,167	420,716	1,214,857	37,603	1,177,254
145		2,008,116	2,139,881	1,857,969	857,986	999,983
160	Tourist Development Fund (1st-5th Cents) (0)	4,589,173	4,562,934	6,360,659	4,867,940	1,492,719
160	Tourist Develop. Cultural, Visual Arts, Heritage (O)	5,163,084	5,163,084	1,962,892	0	1,962,892
162	Special Assessment Paving Fund	98,662	97,558	0	0	0
164	Killearn Lakes Unit I and II Sewer	15,640	19,706	21,884	0	21,884
165	Leon County Gov't Annex Operating Fund <b>(P)</b> Lake Jackson Town Center Fund	1,390,294 311,752	660,569 272,200	1,249,749 265,922	960,033 183,685	289,716 82,237
166		0	272,200			
167	Local Provider Participation Fund (Q)			165,604 <b>83,300,035</b>	0 <b>52,599,870</b>	165,604
	Subtotal: Capital Projects Funds (R)	31,663,644	61,714,468	83,300,035	52,599,670	30,700,165
305	Capital Improvements Fund (S)	22,801,984	24,176,104	24,932,598	24,692,127	240,471
306	Gas Tax Transportation Fund (T)	10,207,930	8,215,863	10,848,537	9,487,362	1,361,175
308	Local Option Sales Tax Fund	4,773,066	4,540,343	4,358,697	4,166,700	191,997
309	Local Option Sales Tax Fund	4,401,599	2,580,155	2,007,228	1,751,620	255,608
323	Energy Savings Contract ESCO 2020 (U)	4,401,399	11,656,055			30,000
	Supervisor of Elections Building (V)	0	11,050,055	2,635,188	2,605,188	21,599
324				2,103,305	2,081,706	
330	9-1-1 Capital Projects Fund	4,243,342	4,448,930	4,138,165	0	4,138,165
351	Sales Tax Extension 2020	0	1,626,931	4,949,254	3,024,275	1,924,979
352	Sales Tax Ext. 2020 JPA Agreement with L.I.F.E. Subtotal:	0	1,545,961	3,550,196	3,301,533	248,663
	Enterprise Funds	46,427,922	58,790,341	59,523,168	51,110,511	8,412,657
401	Solid Waste Fund <b>(W)</b>	4,557,779	1,014,711	2,992,144	8,870,011	-5,877,867
	Subtotal:	4,557,779	1,014,711	2,992,144	8,870,011	-5,877,867
	Internal Service Funds					
501	Insurance Service Fund (X)	909,282	1,420,786	582,614	61,276	521,338
502	Communications Trust Fund	342,526	203,513	342,629	0	342,629
505	Motor Pool Fund (Y)	256,977	437,002	-412,877	0	-412,877
	Subtotal:	1,508,786 119,553,676	2,061,300 158,047,601	512,367 190,454,645	61,276 123,082,904	451,091 67,371,741

#### FY 2021 Annual Performance and Financial Report

Notes:

A. Audited Fund Balance according to the Comprehensive Annual Financial Report.

B. Unaudited Fund Balance and Retained Earnings. Balances may change pending final audit adjustments.

C. Appropriated Fund Balance includes fund balance appropriated as a part of the budget process and FY 2021 carryforwards necessary to complete projects.

D. Unreserved Fund Balance is the year ending FY 2021 estimated balance less the FY 2022 appropriated fund balance.

E. The FY 2021 estimated balance reflects a \$7.75 million transfer in ARPA funding. The beginning unreserved fund balance for FY 2022 budget reflects the use of \$800,000 in General Fund Balance and \$2.83 million in ARPA funding to balance the budget in addition to a carry forward of \$3.4 million in catastrophe reserve funding for unforeseen events such as hurricanes.

F. The increase in the County Transportation Trust fund balance over FY 2020 is a result of the under expenditure of budget related to the COVID-19 hiring freeze.

G. The decrease in the Pre-Trial & Probation and Teen Court Fund is due to planned use of accumulated fund balance to support program services due to a decline in fee revenue due to COVID-19 related office closures and revenue loss for FY 2021.

H. The increase in the Development and Environmental Services fund is due to Leon County following the state and national housing construction market and development trends fueled by low interest rates.

I. The grants fund includes projects that are reimbursement grants, such as sewer projects, where Leon County will receive the money after the work has been completed.

J. Non countywide general revenue includes State Shared and 1/2 cent sales tax. This fund is used to account for non-countywide general revenue sources. Funds are not expended directly from the fund but are transferred to funds that provide non countywide services, and to the general fund as required by Florida Statute. The 1/2 cent sales tax is 12.5% higher than the previous year and the State Revenue Sharing is 17.5% higher, reflective of a rebounding economy, subsequent to the lifting of COVID restrictions and the availability of vaccines.

K. This fund is used to separate grants that are interest bearing grants. The FY 2021 balance shows funds remaining from the US Treasury allocations for CARES and the Emergency Rental Assistance Programs (ERAP) 1 and 2 in response to the COVID-19 pandemic. The remaining ERAP funds in Fund 127 will be spent by early FY 2022. The appropriated fund balance for Fund 128 reflects the funds remaining for the CARES program established by the County after receiving the CARES Act grant reimbursement in FY 2021. The funds are allocated for continued CARES programs for FQHC funding, Department of Health funding, and vaccine engagement. The ARPA balance reflects the remaining balance in the fund after the transfer of funds to other funds for projects.

L. The 9-1-1 Emergency Communication Fund has seen a decrease in revenue generated from landlines. The fund balance was depleted in FY 2021.

M. The Radio Communications Systems Fund is used to account for the digital radio system. In FY 2021, due to the significant decline in revenue and the increasing general revenue subsidy, the budget for the Radio Communications was consolidated in the General Fund.

N. The increase in fund balance for the Municipal Services Fund is due to residents spending more time at home whether for leisure, sustained teleworking and/or virtual schooling.

O. The Tourist Development Tax is reflected in two separate fund balances. Currently five cents support the Tourist Development Division marketing, promotion, and cultural re-granting activities. The fund balance previously established by the one cent for the performing arts center is now dedicated to being expended on cultural, visual arts and heritage funding programs pursuant to the inter local agreement between the County, the City and the Community Redevelopment Agency. The FY 2020 year-ending fund balance includes the proceeds from the sale of the former TDC building at 106 E. Jefferson Street. The proceeds are included in the FY 2022 appropriated fund balance to remodel the historic train station where TDC will be relocated. The FY 2021 year-end fund balance includes \$1.85 million of ARPA revenue loss replacement funding to enhance tourism marketing due to the impacts of COVID-19 on the tourism economy. Funds are anticipated to be expended over the next two years.

P. FY 2022 available fund balance for the Leon County Annex Building Operating Fund includes appropriated fund balance for Capital Improvements for building renovations, landscaping, and tenant improvements.

Q. The Local Provider Participation Fund (LPPF) was adopted by the Board during the September 2021 meeting as a non-ad valorem assessment to benefit local hospitals through enhanced Medicaid payments. Revenue generated by the assessment will be placed into an LPPF and is matched with federal funds to provide hospitals with supplemental Medicaid reimbursements. The revenue will be used only to (1) provide to the Agency for Health Care Administration (AHCA) the non-federal share for Medicaid payments to be made directly or indirectly in support of hospitals serving Medicaid beneficiaries, and (2) reimburse the County for administrative costs associated with the implementation of the assessment.

R. The Capital Projects balances are accumulated for purposes of funding projects that are often multi-year in nature. Balances reflected are often programmed as part of the five-year plan.

S. FY 2021 fund balance includes \$3.9 million of ARPA funding. The FY 2022 appropriation and carryforward balances are to complete existing projects.

T. COVID-19 changed fuel consumption since people are forgoing non-essential travel and more individuals are working from home instead of commuting to the office. ARPA funding in the amount of \$2.7 million is appropriated for FY 2022.

U. The ESCO 2020 Fund was established in 2020 to account for energy saving loan proceeds and capital expenditures related to the installation of energy savings projects related to lighting, mechanical and water system upgrades primarily at the Courthouse and Detention Facility.

V. This fund is used to support the Supervisor of Elections Building which was purchased by the County in 2020. The remaining fund balance is appropriated to complete building improvements and repairs.

W. The landfill is currently being closed, drawing down the closure reserves to pay for the final capping of the landfill. Accounting requirements for enterprise landfill funds require that the entire 30-year closure and post closure monitoring costs be accrued in the fund. During closure as these reserves are used, a negative balance reflects that the long-term 30-year liability is not entirely funded. However, the actual closure and monitoring costs are only required to be budgeted on an annual basis. This is not an uncommon occurrence, concurred with by the external auditors, as landfill closures and monitoring costs often exceed the required funding amount set aside based the landfill permit requirements and related engineering assumptions, which do not include economic drivers such as an inflated construction market. As part of the implementation of the FY 2021 Multi-year Fiscal Plan, the County avoided raising the non-ad valorem assessment by increasing the general revenue transfer to support increases in the recycling hauling and the disposal contract and the elimination of the Rural Waste Service Center (RWSC) fees. General revenue now supports these centers which is part of the multi-year fiscal plan.

X. The decrease in fund balance for the Insurance Service Fund is related to an increase in Worker's Compensation claim values within the organization including the Sheriff's Office and Risk Management.

Y. The Motor Pool Fund recorded a negative fund balance in FY 2021 due to limited fleet billing and fuel sales caused by the limited use of the fleet during the COVID-19 shut down period. The shortfall will be addressed in FY 2022 through fleet departmental billings.

# FY 2021 Annual Performance and Financial Report

## CAPITAL IMPROVEMENT PROGRAM SUMMARY

Project Service Types	# of Projects	% of CIP Budget	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
Culture and Recreation	12	12.2%	15,062,638	5,435,441	36.1%	9,627,197
General Government	28	16.8%	20,675,838	6,029,579	29.2%	14,646,259
Health and Safety	6	7.1%	8,809,490	4,264,579	48.4%	4,544,911
Physical Environment	23	36.7%	45,301,407	5,405,674	11.9%	39,895,733
Transportation	22	27.1%	33,457,962	7,080,777	21.2%	26,377,185
TOTAL	91	100%	\$123,307,336	\$28,216,050	22.9%	\$95,091,286

Notes: Projects listed in the report were fully funded in FY 2021. All unspent capital project funds were carry forward into the FY 2022 budget in order to complete the projects.

1. <u>Culture and Recreation</u>: A total of 36.1% of the funding for capital projects in Culture and Recreation was expended. This includes improvements to boat landings, playground equipment, Apalachee Regional and Fred George parks. Funding was also used for the capital maintenance of County parks and greenways.

2. <u>General Government</u>: A total of 29.2% of the funding for capital projects in General Government was expended. This includes vehicle replacements, Courthouse and the Leon County Government Annex building renovations and repairs. Funding was also used for building improvements and roofing repairs and County technology infrastructure.

3. <u>Health and Safety</u>: A total of 48.4% of the funding for capital projects in Health and Safety was expended. This includes repairs to the Detention Center, construction of new Volunteer Fire Department, and ambulance and equipment purchases for Emergency Medical Services.

4. <u>Physical Environment</u>: A total of 11.9% of the funding for capital projects in Physical Environment was expended. This includes the Transfer Station improvements and Solid Waste heavy equipment replacement. Other projects include the septic-to-sewer projects funded with 50% state matching grant dollars, as well as funding for GIS incremental basemap updates, water quality enhancements, stormwater improvements, stormwater pond repairs and vehicle replacements.

5. <u>Transportation</u>: A total of 21.2% of the funding for capital projects in Transportation was expended. This includes sidewalk construction, transportation and stormwater improvements, vehicle & equipment replacement, arterial/collector and local roads resurfacing and intersection safety improvements, including Florida Department of Transportation (FDOT) grant funded intersection improvements on Old Bainbridge Road.

# FY 2021 Annual Performance and Financial Report

#### **CULTURE AND RECREATION**

		Adjusted	YTD	% of Budget	Project
Project #	Project Description	Budget	Activity	Expended	Balance
045001	Apalachee Regional Park	3,317,539	2,383,981	71.86%	933,558
047002	Boat Landing Improvements and Renovations	213,428	3,455	1.62%	209,973
046014	Chaires Park	2,990,515	1,883,210	-	0.0%
043007	Fred George Park	479,583	2,496	0.52%	477,087
046009	Greenways Capital Maintenance	830,909	762,628	91.78%	68,281
076011	Library Services Technology	150,000	150,000	100.00%	-
091007	L.I.F.E. Boat Landing Enhancements & Upgrades	191,436	40,272	21.04%	151,164
091010	L.I.F.E. Recreational Amenities	200,000	-	0.00%	200,000
046007	New Parks/Greenways Vehicles and Equipment	128,309	15,815	12.33%	112,494
046001	Parks Capital Maintenance	1,188,633	176,999	14.89%	1,011,634
046006	Playground Equipment Replacement	129,114	-	0.00%	129,114
047001	St. Marks Headwaters Greenway *	5,243,172	16,584	0.32%	5,226,588
	TOTAL CULTURE AND RECREATION	15,062,638	5,435,441	36.09%	9,627,197
	GENERAL	GOVERNMENT			
086011	Architectural & Engineering Services	60,000	33,034	55.06%	26,966
086079	Building General Maintenance and Renovations	1,491,377	212,002	14.22%	1,279,375
086078	Building Infrastructure and Improvements	1,121,856	134,321	11.97%	987,535
086077	Building Mechanical Repairs and Improvements	1,868,190	316,134	16.92%	1,552,056
086076	Building Roofing Repairs and Replacements	1,065,164	284,359	26.70%	780,805
086017	Common Area Furnishings	30,000	8,528	28.43%	21,472
076008	County Compute Infrastructure	716,127	414,184	57.84%	301,943
086027	Courthouse Renovations	660,725	67,622	10.23%	593,103
086016	Courthouse Security	35,000	22,223	63.49%	12,777
086007	Courtroom Minor Renovations	78,187	7,393	9.46%	70,794
076023	Courtroom Technology	229,485	124,821	54.39%	104,664
076063	E-Filing System for Court Documents	354,480	7,314	2.06%	347,166
086082	ESCO Capital Improvement Projects	650,000	-	0.00%	650,000
076001	Financial Hardware and Software	82,316	46,568	56.57%	35,748
026003	General Vehicle/Equipment Replacement	300,000	49,448	16.48%	250,553
091004	L.I.F.E. Miccosukee Sense of Place	456,430	37,678	8.25%	418,752
083002	Lake Jackson Town Center - Huntington Oaks	151,553	67,868	44.78%	83,685
086025	Leon County Government Annex (BOA Building)	1,268,374	308,341	24.31%	960,033
076042	Mobile Devices	80,000	41,573	51.97%	38,427
026018	New General Vehicles and Equipment	16,160	16,160	100.00%	-
076051	Public Defender Technology	125,154	69,487	55.52%	55,667
086081	Solar Arrays	100,000	69,968	69.97%	30,032
076047	State Attorney Technology	149,615	122,002	81.54%	27,613
086084	SOE Building Capital Improvements	5,400,000	3,318,402	61.45%	2,081,598
076005	Supervisor of Elections Technology	123,350	90,504	73.37%	32,846
086065	Tourist Development Building	3,721,565	78,152	2.10%	3,643,413
076024	User Computer Upgrades	290,730	81,492	28.03%	209,238
096024	Voting Equipment Replacement	50,000	-	0.00%	50,000
	TOTAL GENERAL GOVERNMENT	20,675,838	6,029,579	29.16%	14,646,259

\* Indicates project includes grant funds that are listed in the Grants section of the report.

# FY 2021 Annual Performance and Financial Report

# HEALTH AND SAFETY

Project #	Project Description	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
086031	Detention Facility Complex Maintenance	5,614,439	2,741,744	48.83%	2,872,695
076058	Emergency Medical Services Technology	38,428	31,477	81.91%	6,951
026014	EMS Vehicle & Equipment Replacement	2,312,062	1,208,829	52.28%	1,103,233
096016	Public Safety Complex	487,030	-	0.00%	487,030
086080	Sheriff Training Facility	75,424	422	0.56%	75,002
096002	Volunteer Fire Departments	282,107	282,107	100.00%	-
	TOTAL HEALTH AND SAFETY	8,809,490	4,264,579	48.41%	4,544,911

## PHYSICAL ENVIRONMENT

	TOTAL PHYSICAL ENVIRONMENT	45,301,407	5,405,674	11.93%	39,895,733
062003	Woodville Sewer Project *	9,919,909	202,490	2.04%	9,717,419
036023	Transfer Station Improvements	982,723	555,486	56.53%	427,237
036010	Transfer Station Heavy Equipment Replacement	436,000	432,705	99.24%	3,295
026004	Stormwater Vehicle/Equipment Replacement	355,800	144,148	40.51%	211,652
066026	Stormwater Pond Repairs	100,000	68,216	68.22%	31,784
067006	Stormwater Infrastructure Preventative Maintenance	1,031,276	24,012	2.33%	1,007,264
036003	Solid Waste Heavy Equipment/Vehicle Replacement	388,000	-	0.00%	388,000
927129	Small Community Wastewater Treatment Project *	275,041	-	0.00%	275,041
076015	Permit & Enforcement Tracking System	944,683	257,480	27.26%	687,203
045007	Pedrick Pond Stormwater Improvements	30,902	-	0.00%	30,902
036044	New Solid Waste Vehicles	40,200	-	0.00%	40,200
062008	NE Lake Munson Septic to Sewer *	13,221,436	111,780	0.85%	13,109,656
036002	Landfill Improvements	74,601	28,175	37.77%	46,426
036043	Landfill Closure	7,932,532	8,500	0.11%	7,924,032
064001	Killearn Acres Flood Mitigation	483,177	2,900	0.60%	480,277
036019	Household Hazardous Waste Improvements	71,883	3,617	5.03%	68,266
076060	GIS Incremental Basemap Update	358,259	344,000	96.02%	14,259
076009	Geographic Information Systems	306,000	288,920	94.42%	17,080
063005	Fords Arm - Lexington Pond Retrofit	830,974	385,801	46.43%	445,173
927128	FDEP Springs Restoration Project *	1,388,597	466,286	33.58%	922,311
062006	Comprehensive Wastewater Treatment Project *	500,000	35,579	7.12%	464,421
062007	Belair-Annawood Septic to Sewer *	4,512,632	2,020,534	44.78%	2,492,098
054011	Baum Road Drainage Improvement	1,116,782	25,046	2.24%	1,091,736

\* Indicates project includes grant funds that are listed in the Grants section of the report.

# FY 2021 Annual Performance and Financial Report

### TRANSPORTATION

Project #	Project Description	Adjusted Budget	YTD Activity	% of Budget Expended	Project Balance
-	2/3 Tower Oaks Program	728,706	1,812	0.25%	726,894
026015	Arterial & Collector Roads Pavement Markings	135,200	-	0.00%	135,200
056001	Arterial/Collector and Local Road Resurfacing	4,790,577	1.801.632	37.61%	2,988,945
056005	Community Safety & Mobility	1,207,579	421,844	34.93%	785,735
057001	Intersection and Safety Improvements *	4,573,183	141,927	3.10%	4,431,256
	, i	, ,	,		
091003	L.I.F.E. Rural Rd Safety Stabilization	275,000	91,331	33.21%	183,669
091005	L.I.F.E. Street Lighting	225,000	64,553	28.69%	160,447
055010	Magnolia Drive Multi-Use Trail *	5,539,563	816,622	14.74%	4,722,941
065005	Maylor Road Stormwater Improvements	2,831,685	501,745	17.72%	2,329,940
057918	Miccosukee Road Bridge Replacement	567,500	-	0.00%	567,500
053008	DOT Old Bainbridge Road Knots Lane *	80,914	-	0.00%	80,914
	DOT Old Bainbridge Road N. Monroe to Gadsden				
053009	County *	277,370	7,834	2.82%	269,536
053010	DOT Old Bainbridge Road I-10 to CC NW *	533,579	74,974	14.05%	458,605
053011	DOT Old Bainbridge Road at CC NW *	160,000	34,481	21.55%	125,519
026006	Open Graded Cold Mix Maintenance/Resurfacing	100,000	64,671	64.67%	35,329
056011	Public Works Design and Engineering Services	184,740	24,976	13.52%	159,764
026005	Public Works Vehicle/Equipment Replacement	372,000	43,283	11.64%	328,717
056013	Sidewalk Program	3,845,699	191,679	4.98%	3,654,020
052004	Smith Creek Bike Lanes Phase I *	1,230,844	73,631	5.98%	1,157,213
052005	Smith Creek Bike Lanes Phase II *	850,367	78,060	9.18%	772,307
051008	Springhill Road Bridge Rehabilitation	350,500	-	0.00%	350,500
056010	Transportation and Stormwater Improvements	4,597,956	2,645,723	57.54%	1,952,233
	TOTAL TRANSPORTATION	33,457,962	7,080,777	21.16%	26,377,185

\* Indicates project includes grant funds that are listed in the Grants section of the report.

# Fiscal Year 2021 Annual Performance and Financial Report

#### GRANTS PROGRAM SUMMARY

The County utilizes grants to fund a number of programs and activities in Leon County. As reflected in the table below, the County is currently administering approximately \$171.8 million in grant funding. As grants often cross multiple fiscal years, it is not uncommon to see the actual expenditures for a fiscal year less than the total funding available. All balances are carried into the subsequent fiscal year consistent with any grant award requirements.

Most grants are accepted by the County and placed within one of three funds, SHIP Grants (Fund 124), Reimbursement Grants (Fund 125) and Interest Bearing Grants (Fund 127). While placed in a Grants Fund, a program budget can be a federal or state authorization, a contractual arrangement between two governing bodies, a contract between the County and a non-governmental entity, a method to keep a specific revenue source separate from operating budgets, or a pure grant award.

Some programs are anticipated as part of the regular budget process: Mosquito Control, the Petroleum Storage Tank Program, the FDLE Justice Assistance Grant (JAG), the Department of Health Emergency Medical Grant, and the Emergency Management Base Grants. These grant funds are administered within various County department operating budgets, and are reported in the expenditure section of the annual report.

In FY 2020, Leon County received \$51,227,796 in Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding for its immediate COVID-19 response efforts. Those dollars reimbursed public safety expenses and allowed the County to administer individual, nonprofit, community and small business assistance. Additionally, individual departments and divisions received dedicated allocations as pass-through funding from state agencies. Emergency Medical Services was allocated \$237,224, Emergency Management was awarded \$18,994, Housing Services was awarded \$11,432,255 and the Supervisor of Elections received \$378,926 in CARES Act funds for COVID-19 response. In FY 2021, Leon County received additional emergency rental assistance of \$10,819,739 and \$57,024,862 for the American Recovery Plan Act (ARPA) to mitigate significant revenue impacts incurred as a result of COVID-19 pandemic.

FY 2021 Annual Grants Program Summary includes 61 active grants. Of those 61 grants, 41% are federal grants, 39% are state grants and 20% are private grants from foundations, endowments, or other private sources. Due to the substantial amount of funding associated with the CARES Act, US Treasury funds, and the Florida Department of Transportation federal pass-through funds from the Federal Highway Administration, approximately 90% of the FY 2021 funding is federal. The remaining shares are majority state at approximately 8.5% and a small portion is private at approximately 1.5%. (See Chart 2a)

Additionally, there is reflected grant activity associated with substantial reimbursements related to Hurricanes Hermine, Irma and Michael. Total debris removal and emergency preparedness costs are FEMA eligible and will exceed \$33.7 million, as referenced in Chart 3.

The Grants Program is cooperatively monitored by department program managers, the Office of Management and Budget (OMB), and the Clerk's Finance Division. OMB monitors all aspects of these grants, particularly block grants. Program Managers in conjunction with OMB often pursue grants independently and administer grants throughout the year. OMB and the Clerk's Finance Division monitor overall expenditures and revenues as well as coordinate the year-end close-out and carry forward processes with all grant funded programs.

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 foderal grant funding to support County projects and initiatives and has achieved considerable success in leveraging County dollars. The total County grant leverage ratio, for 2021 fiscal year end, is \$13.63 to \$1; excluding the significant septic to sewer related grants which require one-to-one dollar match, the leveraging ratio would be \$77.67 to \$1.

Budget by Administering Department						
Department	% of Total Grants	FY21 Budget	FY21 Expended	Balance		
Administration	63.31%	108,773,105	64,658,971	44,114,134		
Dev. Support & Environmental Management	0.11%	191,309	185,251	6,058		
Emergency Medical Services	0.30%	510,969	183,219	327,750		
Library Services	0.30%	515,117	61,474	453,644		
Human Services and Community Partnerships	18.48%	31,746,946	29,091,875	2,655,072		
Resource Stewardship	3.28%	5,635,671	34,523	5,601,148		
Public Works	13.18%	22,649,059	3,231,182	19,417,877		
Intervention & Detention Alternatives	0.11%	183,853	182,209	1,644		
Constitutional	0.84%	1,437,386	1,437,386	-		
Judicial	0.04%	72,750	20,277	52,473		
Miscellaneous	0.05%	90,000	0	90,000		
SUBTOTAL:	100%	171,806,166	99,086,365	72,719,800		
Minus Operating (e.g. Mosquito Control)		1,160,200	946,442	213,758		
TOTAL		170,645,965	98,139,923	72,506,042		

# **Fiscal Year 2021 Annual Performance and Financial Report**

#### **GRANTS PROGRAM SUMMARY - continued**

The charts below outline the FY 2021 County Grants and their funding sources. Chart 2, totaling \$171,806,166, reflects all external grants from outside entities such as Florida Department of Transportation, Florida Department of Environmental Protection, U. S. Treasury, and the National Endowment for the Arts. In addition, this chart includes projects or activities that generate revenues and/or fees for the County, are County required program match or represents projects that are reimbursements from another government entity like Blueprint. Examples include sidewalk fees, community center fees, the Magnolia Drive Multi-Use Trail project. Chart 2a, totaling \$158,883,671 focuses solely on the external grants and reflects the percentage share of the 61 outside agency active grants summarized above.

Chart 2.				
Type of Grant Funding	Number of Grants	Percentage of Number of Grants	Total Grant Award	Percentage of Funding Awarded
Federal	25	29.41%	143,188,444	83.34%
State	24	28.24%	13,607,794	7.92%
Private	12	14.12%	2,087,432	1.21%
County fee programs/ Reimbursements	24	28.24%	12,922,495	7.52%
TOTAL	85	100%	171,806,166	100%

Chart 2a.

Type of Grant Funding	Number of Grants	Percentage of Number of Grants	Total Grant Award	Percentage of Funding Awarded	
Federal	25	40.98%	143,188,444	90.12%	
State	24	39.34%	13,607,794	8.56%	
Private	12	19.67%	2,087,432	1.31%	
TOTAL	61	100%	158,883,671	100%	

Additionally, there is reflected grant activity associated with substantial reimbursements related to Hurricanes Hermine, Irma and Michael. Total debris removal and emergency preparedness costs are FEMA eligible and will exceed \$33.7 million, as referenced in the chart below.

Chart 3.							
Hurricane Reimbursement Funding	nbursement Funding Anticipated Amou		Balance Due	% Received			
	Reimbursement	Received		07.404			
Hurricane Hermine	10,286,533	9,993,897	,	97.1%			
Hurricane Irma	1,289,440	1,300,989	(11,549)	100.9%			
Hurricane Michael	22,217,015	21,600,256	616,759	97.1%			
TOTAL	33,792,988	32,895,142	897,846				

# Fiscal Year 2021 Annual Performance and Financial Report

*Denotes Interest Bearing Grant							
Org	Grant/Program	Description/Purpose	FY21 Budget	Spent	% Unspent		
Administration							
925017	BP Horizon Oil Spill	Funding to pursue programming for the Capital City Amphitheater as well as future building improvements for the amphitheater	60,709	-	100.0%		
951020	CARES ACT - DEM	Funding from the Florida Division of Emergency Management for Coronavirus Relief funding under the CARES Act for the County's COVID-19 response efforts	51,227,796	47,709,661	6.9%		
952010	EM-SHSGP Federal Grant		40,640	40,447	0.5%		
952011	EMPG Base Grant		97,479	90,529	7.1%		
952012	EMPA Base Grant	Funding for Emergency Management Preparedness & Assistance and	136,404	105,806	22.4%		
952013	COVID-19 EMPG-S GRANT	Emergency Management Performance Grant Program	18,994	-			
952015	EM-SHSGP Federal Grant		45,000	-	100.0%		
864	Emergency Management Base Grant	Emergency management activities (operating)	121,221	98,547	18.7%		
952021	American Recovery Plan Act	Funding from the U.S. Department of Treasury to mitigate impacts incurred by state and local government as a result of the COVID-19 pandemic	57,024,862	16,613,981	70.9%		
Sub	ototal:		108,773,105	64,658,971	40.6%		
Development Supp 866	DEP Storage Tank Program	ent Annual Inspections of petroleum storage tank facilities, tank removals and abandonments (operating)	191,309	185,251	3.2%		
Sub	ototal:		191,309	185,251	3.2%		
Public Services Emergency Medical S							
961045	EMS Equipment	EMS equipment	128,215	91,533	28.6%		
961062	DOH-EMS Match M7018*	Funding from the Florida Department of Health for CPR training to the public	47,894	24,834	48.1%		
961063	CARES Act - EMS Covid-19 Response Funding	Funding from the Department of Health and Humans Services for EMS response to COVID-19 in Leon County for PPE	202,769	10,371	94.9%		
961064	EMS CPR Training*	Funding from the Florida Department of Health for CPR training to the public	48,847	20,881	57.3%		
961065	EMS Traffic Light Exemption*	Funding from the Florida Department of Health for a Traffic Light Exemption System	29,939	29,450	1.6%		
961067	EMS CPR Training*	Funding from the Florida Department of Health for CPR training to the public	47,155	-	100.0%		

# **Fiscal Year 2021 Annual Performance and Financial Report**

_		*Denotes Interest Bearing Grant			
Org	Grant/Program	Description/Purpose	FY21 Budget	Spent	% Unspent
961081	BBHCC FY21 Grant	Funding from the Big Bend Healthcare Coalition to purchase a trailer to transport a mass casualty shelter and associated equipment	6,150	6,150	0.0%
Su	btotal:		510,969	183,219	64.1%
Library Services					
912013	E-Rate	Federal Communications Commission funding for the purchase of Internet access computers and related charges	17,560	-	100.0%
912027	NEA Big Read 2020	Funding from The Big Read through the National Endowment for the Arts	319	319	0.0%
912028	NEA Big Read 2021	Funding from The Big Read through the National Endowment for the Arts	11,710	11,710	0.0%
912029	NEA Big Read 2022	Funding from The Big Read through the National Endowment for the Arts	16,230	-	100.0%
913023	Patron Donations	Individual patron donations designated for particular use within the library system	120,499	-	100.0%
913024	Capelouto Donation	Donation to the Library to purchase Holocaust materials	442	-	100.0%
913045	Friends-Literacy	Annual donation in support of basic literacy	75,076	2,341	96.9%
913075	Library of Things	Funding from the Friends of the Library to establish a collection of items other than books that are being loaned for no charge	15,000	-	100.0%
913115	Friends Endowment	Endowment funds from Friends of the Library, a 501 (c)(3) support group	179,277	44,998	74.9%
913200	Van Brunt Library Trust	Proceeds from the Caroline Van Brunt estate dedicated to the Library	75,504	-	100.0%
913201	Florida Health Literacy Grant 2021	Funding from the Florida Literacy Coalition to provide training, resources, and funding to help Florida adult ESOL (English to Speakers of Other Languages) and family literacy programs integrate health education into their instruction.	3,500	2,105	39.9%
Su	btotal:		515,117	61,474	88.1%
Human Services a	nd Community Partnerships				
Но	using				
932019	HFA Emergency Repairs	Housing funds from the Housing Finance Authority for emergency repairs (operating)	69,586	59,791	14.1%
932020	FHFC CARES Grant	Funding from the Florida Housing Finance Corporation for Housing Services response to COVID-19 for individual housing assistance	11,432,255	11,432,255	0.0%
932053	SHIP 2018-2021 Funding	Affordable housing (operating)	19,220	19,220	0.0%
932054	SHIP 2019-2022 Funding	Affordable housing (operating)	69,197	56,621	18.2%

# Fiscal Year 2021 Annual Performance and Financial Report

*Denotes Interest Bearing Grant	
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Org	Grant/Program	Description/Purpose	FY21 Budget	Spent	% Unspent
932055	SHIP Hurricane Housing Recovery	Affordable housing (operating)	205,251	203,965	0.6%
932056	SHIP 2020-2023 Funding	Affordable housing (operating)	123,698	50,000	59.6%
932057	Florida Hurricane Housing Program	Funding from the Florida Housing Finance Corporation to support the County's Hurricane Michael recovery efforts	108,000	79,046	26.8%
932078	US Treasury ERA Funding	Funding from the U.S. Department of Treasury to provide rent and/or utility assistance in response to Covid-19	8,900,000	8,900,000	0.0%
932079	US Treasury ERA 2 Funding	Funding from the U.S. Department of Treasury to provide rent and/or utility assistance in response to Covid-19	10,819,739	8,290,976	23.4%
Subto	otal:		31,746,946	29,091,875	8.4%
Resource Stewardsh Parks and Recreation					
047001	St. Marks Headwaters Greenway	<sup>/</sup> Construction/trail improvements on the St. Marks Headwaters Greenway	5,243,172	16,584	99.7%
914015	TITLE III Federal Forestry	Funds search, rescue and emergency services on federal land as well as fire prevention and forest related educational opportunities	13,374	-	100.0%
921043	Boating Improvement	State funding for boating improvements - Completed Reeves Landing, New Cypress Landing; Rhoden Cove is pending	237,828	2,630	98.9%
921064	Amtrak Community Room	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities	1,956	-	100.0%
921116	Miccosukee Community Center*	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities	9,979	2,688	73.1%
921126	Chaires Community Center*	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities	31,943	2,688	91.6%
921136	Woodville Community Center*	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities	45,103	2,688	94.0%

# Fiscal Year 2021 Annual Performance and Financial Report

		*Denotes Interest Bearing Grant			
Org	Grant/Program	Description/Purpose	FY21 Budget	Spent	% Unspent
921146	Fort Braden Community Center*	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities	26,167	2,688	89.7%
921156	Bradfordville Community Center*	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities	11,398	1,594	86.0%
921166	Lake Jackson Community Center*	Fee revenue collected for the rental of community facilities. Separate expenditure accounts have been established to allow for the payment of approved expenditures associated with improvements to the respective facilities	14,476	2,688	81.4%
Facilities Manag 915058		Donation providing for the annual placement of a wreath at the WWII Memorial	275	275	0.0%
Su	btotal:		5,635,671	34,523	99.4%
Public Works					
214	Mosquito Control	Mosquito control activities (operating)	48,479	-	100.0%
916017	Big Bend Scenic Byway	Phase 2 of the development of a series of improvements along the Big Bend Scenic Byway	1,199,973	-	100.0%
918001	Southwood Payment - Woodville Highway	Remaining funds for the payment of proportional transportation costs received from a development agreement with Southwood developers	50,178	-	100.0%
921053	Tree Bank *	Payment for the planting of trees which can not be practically planted on development sites	59,936	11,612	80.6%
922045	Waste Tire Grant-DEP	Funds from the Florida Department of Environmental Protection for costs related to the transportation and processing/disposal costs for waste tires collected during county Waste Tire Amnesty events.	25,000	25,000	0.0%
922046	Waste Tire Grant- FY21 DEP	Funds from the Florida Department of Environmental Protection for costs related to the transportation and processing/disposal costs for waste tires collected during county Waste Tire Amnesty events.	15,000	6,843	54.4%
924020	CDC Hurricane Relief Mosquito Control	Funds from the Florida Department of Health/CDC for mosquito control reduction efforts	15,000	15,000	0.0%
001000	Side Walks District 1*	Fee paid by developers to the County for sidewalk construction in lieu of constructing sidewalk with development	14,090	-	100.0%
002000	Side Walks District 2*	Fee paid by developers to the County for sidewalk construction in lieu of constructing sidewalk with development	24,927	-	100.0%

# Fiscal Year 2021 Annual Performance and Financial Report

	*Denotes Interest Bearing Grant							
Org	Grant/Program	Description/Purpose	FY21 Budget	Spent	% Unspent			
003000	Side Walks District 3*	Fee paid by developers to the County for sidewalk construction in lieu of constructing sidewalk with development	375,607	370,370	1.4%			
004000	Side Walks District 4*	Fee paid by developers to the County for sidewalk construction in lieu of constructing sidewalk with development	55,458	-	100.0%			
005000	Side Walks District 5*	Fee paid by developers to the County for sidewalk construction in lieu of constructing sidewalk with development	8,755	-	100.0%			
052004	Smith Creek Bike Lanes	Funding from Florida Department of Transportation to design and construct bicycle lanes on a portion of Smith Creek Road	1,230,844	73,631	94.0%			
052005	Smith Creek Bike Lanes Phase	Funding from Florida Department of Transportation to design and construct bicycle lanes on a portion of Smith Creek Road	850,367	78,060	90.8%			
053008	Old Bainbridge Road Improvement at Knots Lane	Funding from Florida Department of Transportation for design and safety improvements on Old Bainbridge Road at Knots Lane	80,914	-	100.0%			
053009	Old Bainbridge Road Improvement N. Monroe to Gadsden Line	Funding from Florida Department of Transportation for design and safety improvements on Old Bainbridge Road at North Monroe to Gadsden County line	277,370	7,834	97.2%			
053010	Old Bainbridge Road Improvement I-10 to CC NW	Funding from Florida Department of Transportation for design and safety improvements on Old Bainbridge Road at I-10 to Capital Circle NW	533,579	74,974	85.9%			
053011	Old Bainbridge Road Improvement at CC NW	Funding from Florida Department of Transportation for design and safety improvements on Old Bainbridge Road at Capital Circle NW	160,000	34,481	78.4%			
055010	Magnolia Drive Multi-use Trail	Funding for design and construction of Magnolia Drive Multi-use trail	5,539,563	816,622	85.3%			
057001	Intersection and Safety Improvements	Capacity Fee for intersection improvements	12,721	400	96.9%			
062003	Woodville Sewer Project	Springs restoration grant for Woodville septic to sewer project	3,766,075	2,495	99.9%			
062006	BP Comp Wastewater Treatment Project	Funding is for the Comprehensive Wastewater Treatment Facilities Plan project reimbursed through Blueprint 2000	500,000	35,579	92.9%			
062007	Belair-Annawood Septic to Sewer Grant	Funding from the Florida Department of Environmental Protection for Belair- Annawood septic to sewer project	1,577,067	1,087,966	31.0%			
062008	NE Lake Munson Septic to Sewer	Funding from the Florida Department of Environmental Protection for Lake Munson septic to sewer project	3,973,036	110,280	97.2%			
927018	USEPA Clean Water campaign	Florida Department of Environmental Protection pass through grant for the United State Environmental Protection Agency (USEPA) "Water & You, Clean Water Campaign" project.	93,287	13,750	85.3%			
927128	FDEP Springs Restoration	Funds from the Florida Department of Environmental Protection Springs Restoration Grant for a Passive Onsite Sewage Nitrogen Reduction Pilot Project	1,388,597	466,286	66.4%			

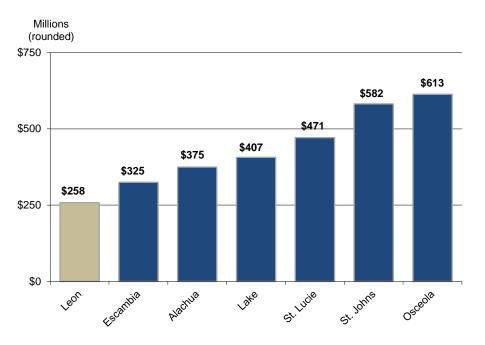
# Fiscal Year 2021 Annual Performance and Financial Report

		*Denotes Interest Bearing Grant			
Org	Grant/Program	Description/Purpose	FY21 Budget	Spent	% Unspent
927129	Small Community Wastewater Treatment Grant	Funds From the Florida Department of Environmental Protection for a Wastewater Treatment Feasibility Analysis for the Upper Wakulla River Basin Management Action Plan Focus Area	275,041	-	100.0%
009010	Significant Benefit District 1	Fee paid by developers to County for road and safety improvements	49,056	-	100.0%
009009	Significant Benefit District 2	Fee paid by developers to County for road and safety improvements	348,654	-	100.0%
009011	Significant Benefit District 3	Fee paid by developers to County for road and safety improvements	2,415	-	100.0%
009012	Significant Benefit District 4	Fee paid by developers to County for road and safety improvements	98,070	-	100.0%
	Subtotal:		22,649,059	3,231,182	85.7%
Intervention and Supervised Pre-t	Detention Alternatives				
982063	FDLE JAG Grant Pretrial FY17	Funding for positions in drug/alcohol testing programs (operating)	38,356	38,356	0.0%
982064	FDLE JAG Grant Pretrial FY18	Funding for positions in drug/alcohol testing programs (operating)	40,000	38,356	4.1%
915013	Slosberg-Driver's Education	A program that funds organizations providing driver education	105,497	105,497	0.0%
	Subtotal:		183,853	182,209	0.9%
<u>Constitutional</u>					
953024	COVID-19 Center for Tech and Civic Life (CTCL) Grant	Funds from the Center for Tech and Civic Life for the planning and operationalizing safe and secure election administration	1,437,386	1,437,386	0.0%
	Subtotal:		1,437,386	1,437,386	0.0%
Judicial					
943085	DCF - Drug Testing	Testing and treatment cost relating to Adult Drug Court	72,750	20,277	72.1%
	Subtotal:		72,750	20,277	72.1%
Miscellaneous					
991	Grant Match Funding	Funding set aside to meet grant matching requirements	90,000	<u> </u>	100.0%
	Subtotal:		90,000	-	100.0%
Grants Subtotal			171,806,166	99,086,365	72,719,800
Less Operating	Grants		1,160,200	946,442	213,758
TOTAL			170,645,965	98,139,923	42.5%

**Fiscal Year 2021 Annual Performance and Financial Report** 

# **Comparative Data for Like-Sized Counties**

## **Total Net Budget (FY21)**

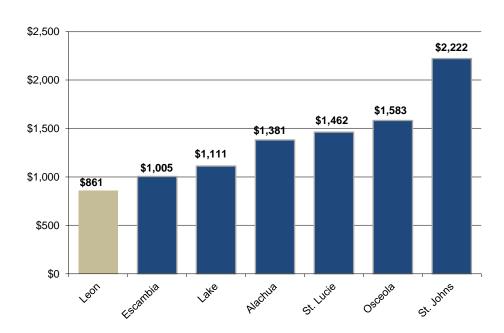


Leon County has the lowest operating budget among like-sized counties, with a net budget of \$258 million. Escambia County's net budget is 26% higher than Leon County's.

As recommended by the International City County Management Association (ICMA), total net budget excludes capital and county total budgeted reserves.

Source: FY 2021 Leon County Office of Management and Budget Survey

# Net Budget per Countywide Resident (FY21)



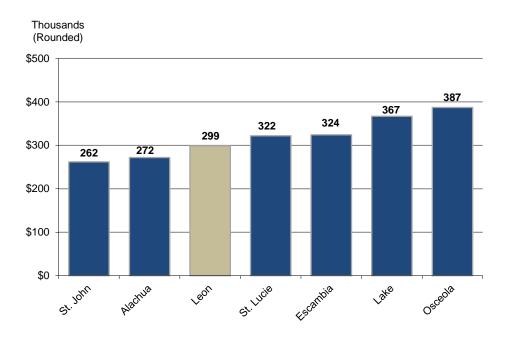
Leon County spends the least dollars per county resident of all like-sized counties. The next closest County's net budget per capita is 17% higher than Leon County's (Escambia County). St. Johns County spends more than two times the amount per resident than Leon County does.

Source: Florida Office of Economic & Demographic Research, 4/1/2021 & FY 2021 Leon County Office of Management and Budget Survey

**Fiscal Year 2021 Annual Performance and Financial Report** 

# **Comparative Data for Like-Sized Counties**

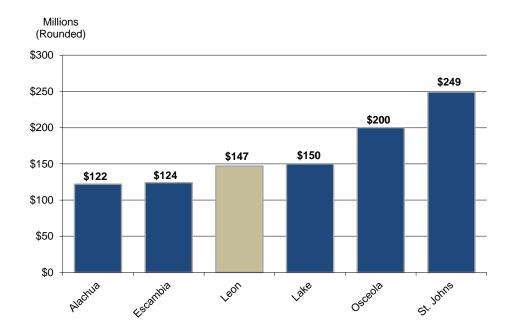
### **Countywide Population (2020)**



Leon County Office of Economic Vitality estimated Leon County 2020 population at 299,484 residents. The selection of comparative counties is largely based on population served.

Source: Office of Economic Vitality, 4/1/2021

## Anticipated Ad Valorem Tax Collections (FY21)

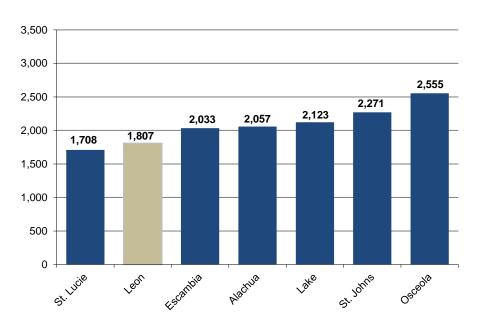


Among the like-sized counties, Leon County collects \$147 million in ad valorem taxes. Leon County collects \$18 million less than the mean collection (\$165 million). In addition, increased property valuations associated with a favorable market will further affect collections in the near term. Ad valorem taxes account for 50% of the County's operating revenue.

Source: Florida Department of Revenue 2021 Taxable Value by County

Fiscal Year 2021 Annual Performance and Financial Report

# **Comparative Data for Like-Sized Counties**



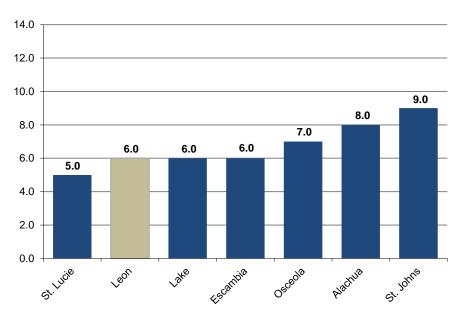
Total Number of County Employees (FY21)

County employees consist of Board, Constitutional, and Judicial Offices. Leon County continues to rank the second lowest number of county employees among like-size counties.

Except for St. Johns and Osceola (correction to the stated numbers in FY 2020) all the comparable counties surveyed reported a higher number of employees than reported the previous year.

Source: FY 2021 Leon County Office of Management and Budget Survey

# County Employees per 1,000 Residents (FY21)



Leon County ranks second (tied with Lake County and Escambia), with a ratio of 6 employees for every thousand County residents.

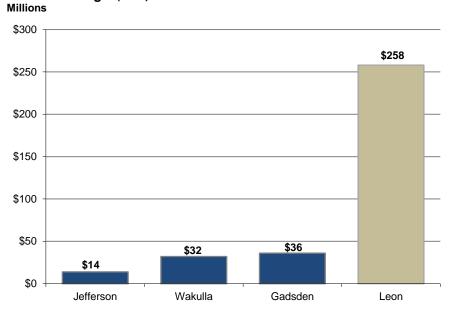
Source: University of Florida, Bureau of Economic and Business Research & FY 2021 Leon County Office of Management and Budget Survey

\* Comparative Counties updated based on 2020 population estimates. Source: University of Florida, Bureau of Economic and Business Research.

Fiscal Year 2021 Annual Performance and Financial Report

# **Comparative Data for Surrounding Counties**

# Total Net Budget (FY21)

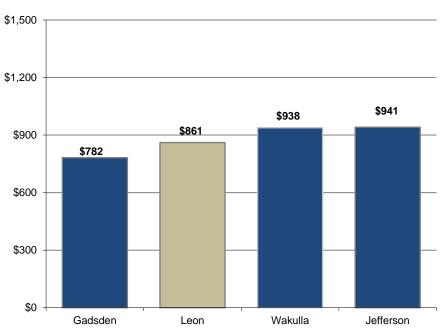


Among surrounding counties, Leon County has the highest operating budget with a net budget of \$258 million. Jefferson County has the lowest with a net budget of \$14 million.

As recommended by the International City County Management Association (ICMA), total net budget excludes capital and county total budgeted reserves.

Source: FY 2021 Leon County Office of Management and Budget Survey

## Net Budget Per Countywide Resident (FY21)



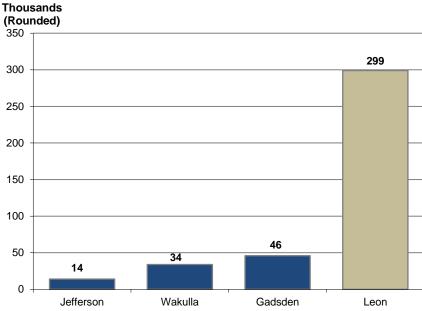
Leon County is the second lowest for dollars spent per county resident when compared to surrounding counties. Gadsden County spends 9% less per county resident.

Source: University of Florida: Bureau of Economic and Business Research & FY 2021 Leon County Office of Management and Budget Survey

**Fiscal Year 2021 Annual Performance and Financial Report** 

# **Comparative Data for Surrounding Counties**

#### **Countywide Population (2020)**

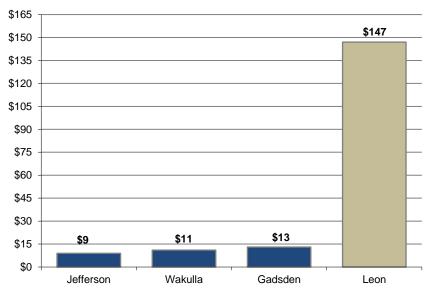


The University of Florida Bureau of Economic and Business Research estimated the 2020 Leon County population at 299,484. Leon County has 253,258 more residents than neighboring Gadsden County which has the next highest population. Of the surrounding counties, Leon has the highest projected population growth rate since the 2010 census at 8.71% compared to Gadsden (-0.35%), Wakulla (-10.41%), and Jefferson (-2.49%).

Source: University of Florida, Bureau of Economic and Business Research.

## Anticipated Ad Valorem Tax Collections (FY20)

Millions

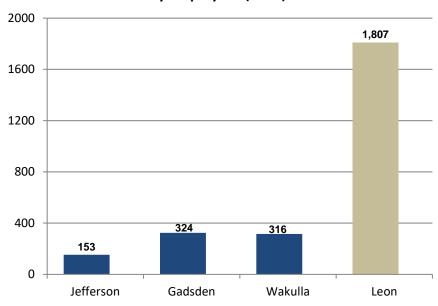


Among the surrounding counties, Leon County collects the highest amount of ad valorem taxes.

Source: Florida Department of Revenue 2020 Taxable Value by County

Fiscal Year 2021 Annual Performance and Financial Report

# **Comparative Data for Surrounding Counties**

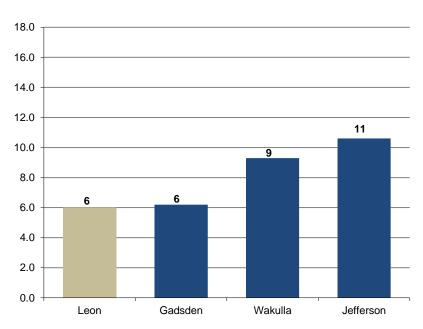


**Total Number of County Employees (FY21)** 

County employees consist of Board, Constitutional, and Judicial Offices. Leon County has the highest number of county employees.

Source: FY 2021 Leon County Office of Management and Budget Survey

# Total County Employees per 1,000 Residents (FY21)



Leon County has a ratio of 6 employees for every thousand county residents. When compared to surrounding counties, Leon County ranks the lowest.

Source: University of Florida, Bureau of Economic and Business Research & FY 2021 Leon County Office of Management and Budet Survey

# Fiscal Year 2021 Annual Performance and Financial Report

# Net Budget per Countywide Resident

County	Net Budget Per Capita	Staff Per 1,000	County	Net Budget Per Capita	Staff Per 1,000
Columbia County	\$672	3.8	Sumter County	\$1,529	1.4
Santa Rosa County	\$727	19.8	Holmes County	\$1,555	8.5
Gadsden County	\$782	7.0	Hardee County	\$1,566	7.2
Dixie County	\$783	11.0	Lafayette County	\$1,569	10.4
Liberty County	\$809	18.5	Hamilton County	\$1,582	11.5
Leon County	\$861	6.0	Osceola County	\$1,583	6.6
Putnam County	\$880	8.7	Calhoun County	\$1,697	8.1
Baker County	\$881	8.8	Flagler County	\$1,722	3.3
Wakulla County	\$938	9.3	Manatee County	\$1,740	9.0
Jefferson County	\$941	10.6	DeSoto County	\$1,751	9.5
Union County	\$949	7.0	Palm Beach County	\$1,754	8.1
Escambia County	\$1,005	6.3	Levy County	\$1,755	4.7
Jackson County	\$1,032	7.9	Broward County	\$1,781	6.5
Citrus County	\$1,059	7.5	Okaloosa County	\$1,789	4.2
Lake County	\$1,111	5.8	Hillsborough County	\$1,906	7.0
Madison County	\$1,118	9.3	Gilchrist County	\$1,916	10.6
Duval County	\$1,136	6.4	Charlotte County	\$1,973	11.7
Seminole County	\$1,140	3.1	Taylor County	\$1,976	11.1
Brevard County	\$1,160	6.9	Indian River County	\$1,977	9.6
Polk County	\$1,219	6.3	Sarasota County	\$2,006	6.9
Pinellas County	\$1,253	5.5	Miami-Dade County	\$2,018	10.1
Marion County	\$1,314	7.4	Martin County	\$2,049	6.6
Okeechobee County	\$1,323	10.6	Bay County	\$2,061	8.0
Hendry County	\$1,333	3.9	Suwannee County	\$2,084	5.9
Glades County	\$1,374	6.2	Lee County	\$2,141	6.8
Alachua County	\$1,381	7.6	St. Johns County	\$2,222	8.7
Hernando County	\$1,404	7.8	Clay County	\$2,410	2.8
Bradford County	\$1,422	10.3	Gulf County	\$2,449	13.9
Nassau County	\$1,431	9.6	Walton County	\$2,464	14.9
Saint Lucie County	\$1,462	5.3	Collier County	\$2,836	9.9
Volusia County	\$1,489	6.1	Washington County	\$3,313	3.7
Pasco County	\$1,510	8.1	Franklin County	\$4,055	14.7
Orange County	\$1,518	7.9	Monroe County	\$4,297	16.8
Highlands County	\$1,518	9.2			

Notes: 1. Population data source: University of Florida, Bureau of Economic and Business Research

Comparative Data

# Fiscal Year 2021 Annual Performance and Financial Report

# **Percent of Exempt Property**

County	%Exempt	Net Budget Per Capita	Staff Per 1,000	County	%Exempt	Net Budget Per Capita	Staff Per 1,000
Walton County	9%	\$2,464	14.9	Volusia County	20%	\$1,489	6.1
Collier County	9%	\$2,836	9.9	Bay County	20%	\$2,061	8.0
Hardee County	12%	\$1,566	7.2	Lake County	21%	\$1,111	5.8
Miami-Dade County	12%	\$2,018	10.1	Putnam County	21%	\$880	8.7
Palm Beach County	12%	\$1,754	8.1	Pasco County	21%	\$1,510	8.1
Martin County	13%	\$2,049	6.6	Jefferson County	21%	\$941	10.6
Manatee County	13%	\$1,740	9.0	Dixie County	22%	\$783	11.0
Lee County	14%	\$2,141	6.8	Marion County	22%	\$1,314	7.4
Seminole County	14%	\$1,140	3.1	Franklin County	23%	\$4,055	14.7
Indian River County	14%	\$1,977	9.6	Gulf County	23%	\$2,449	13.9
Saint Lucie County	14%	\$1,462	5.3	Lafayette County	23%	\$1,569	10.4
Monroe County	15%	\$4,297	16.8	Clay County	24%	\$2,410	2.8
St. Johns County	15%	\$2,222	8.7	Bradford County	24%	\$1,422	10.3
Broward County	15%	\$1,781	6.5	Sarasota County	24%	\$2,006	6.9
Sumter County	15%	\$1,529	1.4	Duval County	24%	\$1,136	6.4
Hamilton County	15%	\$1,582	11.5	Hernando County	25%	\$1,404	7.8
Nassau County	16%	\$1,431	9.6	Hendry County	25%	\$1,333	3.9
DeSoto County	17%	\$1,751	9.5	Okeechobee County	25%	\$1,323	10.6
Pinellas County	17%	\$1,253	5.5	Columbia County	25%	\$672	3.8
Osceola County	17%	\$1,583	6.6	Glades County	25%	\$1,374	6.2
Orange County	18%	\$1,518	7.9	Highlands County	26%	\$1,518	9.2
Charlotte County	18%	\$1,973	11.7	Washington County	26%	\$3,313	3.7
Okaloosa County	18%	\$1,789	4.2	Brevard County	28%	\$1,160	6.9
Taylor County	18%	\$1,976	11.1	Wakulla County	28%	\$938	9.3
Hillsborough County	19%	\$1,906	7.0	Union County	28%	\$949	7.0
Polk County	19%	\$1,219	6.3	Holmes County	28%	\$1,555	8.5
Madison County	19%	\$1,118	9.3	Escambia County	29%	\$1,005	6.3
Citrus County	19%	\$1,059	7.5	Baker County	30%	\$881	8.8
Gilchrist County	19%	\$1,916	10.6	Jackson County	30%	\$1,032	7.9
Levy County	19%	\$1,755	4.7	Gadsden County	31%	\$782	7.0
Santa Rosa County	20%	\$727	19.8	Leon County	32%	\$861	6.0
Suwannee County	20%	\$2,084	5.9	Alachua County	37%	\$1,381	7.6
Calhoun County	20%	\$1,697	8.1	Liberty County	44%	\$809	18.5
Flagler County	20%	\$1,722	3.3				

Note:

The following counties were non-responsive to survey requests: Clay, Columbia, Duval, Franklin, Glades, Jefferson, Levy, Liberty, Martin, Miami-Dade, Putnam, Okaloosa, St. Johns, Sumter, Suwannee, Taylor and Union. Budget information was retrieved from their respective FY 2021 budget documents.

#### Fiscal Year 2021 Annual Performance and Financial Report

#### **Total County Employees per 1,000 Residents**

County	Staff Per	# of	Dopulation
County	1,000	Employees	Population
Sumter County	1.4	204	141,422
Clay County	2.8	611	219,575
Seminole County	3.1	1,465	476,727
Flagler County	3.3	380	114,173
Washington County	3.7	94	25,334
Columbia County	3.8	270	70,617
Hendry County	3.9	160	40,953
Okaloosa County	4.2	850	203,951
Levy County	4.7	196	41,699
Saint Lucie County	5.3	1,708	322,265
Pinellas County	5.5	5,437	984,054
Lake County	5.8	2,123	366,742
Suwannee County	5.9	270	45,463
Leon County	6.0	1,807	299,484
, Volusia County	6.1	3,387	551,588
Glades County	6.2	, 84	13,609
Escambia County	6.3	2,033	323,714
, Polk County	6.3	4,534	, 715,090
Duval County	6.4	6,333	982,080
Broward County	6.5	12,631	1,932,212
Osceola County	6.6	2,555	387,055
, Martin County	6.6	1,066	161,301
Lee County	6.8	5,111	750,493
, Sarasota County	6.9	3,043	438,816
Brevard County	6.9	4,210	606,671
, Union County	7.0	108	15,410
Gadsden County	7.0	324	46,226
Hillsborough County	7.0	10,394	1,478,759
Hardee County	7.2	198	27,443
Marion County	7.2	2,718	368,135
Citrus County	7.4	1,127	149,383
Alachua County	7.6	2,057	271,588
Hernando County	7.8	1,508	192,186
Orange County			
	7.9	11,148	1,415,260

Note:

The following counties were non-responsive to survey requests: Clay, Columbia, Duval, Franklin, Glades, Jefferson, Levy, Liberty, Martin, Miami-Dade, Putnam, Okaloosa, St. Johns, Sumter, Suwannee, Taylor and Union. Budget information was retrieved from their respective FY 2021 budget documents.

# Leon County Board of County Commissioners

Notes for Agenda Item #15

# Leon County Board of County Commissioners

#### Agenda Item #15

**January 25, 2022** 

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Acceptance of the FY 2021 Annual Domi Education Inc. Entrepreneurial Community Impact Report and Authorization to Execute a New Lease Agreement

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Ben Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE)
Lead Staff/ Project Team:	Cristina Paredes, Director, Office of Economic Vitality (OEV) Scott Ross, Director, Office of Financial Stewardship Drew Dietrich, Deputy Director, OEV Kim Vickery, Real Estate Management

#### **Statement of Issue:**

This item seeks Board acceptance of the FY 2021 annual Domi Education Inc. (Domi) Entrepreneurial Community Impact Report and seeks authorization to negotiate and execute a new five-year lease at the current below-market rate of the County-owned building. As directed by the Board, this item also provides an overview of a funding request for interior improvements to the County-owned building leased to Domi.

#### Fiscal Impact:

This item has a fiscal impact. The five-year lease with Domi would be at a below-market rate. The current annual base rent is \$1.00 plus payment of operating expenses (currently \$4,086 annually) in return for providing the community a comprehensive technology-driven business incubator program and related services.

#### **Staff Recommendation:**

- Option #1: Accept the Domi Education Inc. Entrepreneurial Community Impact Annual Report for FY 2021 (Attachment #1).
- Option #2: Authorize the County Administrator to negotiate and execute all documents necessary for a new five-year Business Incubator Facility Lease Agreement at a base rent amount of \$1 plus Domi's payment of operating expenses, subject to legal review by the County Attorney.

#### **Report and Discussion**

#### **Background:**

This item seeks Board acceptance of the FY 2021 annual Domi Entrepreneurial Community Impact Report for its continued investment in the entrepreneurial ecosystem (Attachment #1). This item also seeks authorization to work with Domi to negotiate and execute a new lease with the County for five years at the current below-market rate plus operating expenses. The current lease expires May 31, 2022. As directed by the Board, this item also provides an overview of a funding request for interior improvements to the County-owned building leased to Domi.

Acceptance of this report advances the following Strategic Initiative approved by the Board as part of the FY2017-2021 Strategic Plan:

• Implement the Economic Development Strategic Plan as adopted and may be revised by the Intergovernmental Agency. (2016-6)

This particular Strategic Initiative aligns with the Board's Economy Strategic Priority:

• *(EC2)* Support programs, policies, and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.

The Board has long maintained a strong focus on supporting entrepreneurship to spur job growth in Leon County. On October 29, 2013, Leon County entered into a public-private partnership with Domi to operate an urban business incubator program in a County-owned warehouse that formerly housed election equipment. Other major partners at that time included Florida State University (FSU) and Florida A&M University (FAMU). On May 22, 2014, the Domi incubator facility, also known as Domi Station, held its Grand Opening and has been in operation ever since. At that time, the County entered into a five-year lease agreement with Domi through May 31, 2019, to establish a below-market rental rate for using the county-owned warehouse as an incubator facility. Domi Station is operated privately by Domi Education Inc. as a tenant in a County-owned facility.

On March 27, 2018, the Board approved a three-year lease agreement, which will expire on May 31, 2022. Under the agreement, Domi pays an annual base rent amount of \$1 plus operating expenses for the incubator facility in return for providing the community with a comprehensive technology-driven business incubator program and related services. Domi must also submit an annual report detailing the incubator activities, programs, members, and businesses from the previous fiscal year.

Since Domi formed as a 501(c)3 in 2013, Leon County has directly invested \$408,000 from general revenue funds to support the incubator and co-working space development. The County's overall investment has included \$250,000 in improvements to the County-owned warehouse facility and the funding of the extension, installation, and sponsorships for entrepreneurial events and programming. More recently, Domi has received financial support for various operational and programmatic elements including an annual contribution of \$12,000 by the Office of Economic Vitality (OEV) to provide broadband services to the facility and its users. OEV also awarded Domi a grant for \$25,000 in 2019 to support the Third Act program. In addition to this, in 2020,

Domi received a \$40,000 grant via the CARES Act through the County to fund co-working, incubation, and mentor network operations, which included PPE, software, and personnel expenditures. Lastly, in 2021, the City and County Commissions approved \$150,000 in funding from the American Rescue Plan ACT (ARPA) over two years to support Domi's efforts to incubate new businesses, provide additional online services, and facilitate operational adjustments in light of COVID-induced challenge. These financial contributions are in addition to funding secured by DOMI for personnel, operations, and programming.

#### <u>Analysis:</u>

Leon County and Domi regularly collaborate to support the entrepreneurial community and cultivate an environment for job creation. Domi's mission is to create an environment where high-growth entrepreneurs can develop sustainable companies by providing education programs, mentoring, resources, and coworking space. In partnership with OEV and other community partners, Domi also provides entrepreneurs business services to cultivate successful businesses.

As a direct result of the County's partnership and investment, Domi has supported over 250 business start-ups, served almost 600 coworkers, and hosted or organized nearly 900 events to date. Domi Station has successfully supported entrepreneurs and their companies through critical stages of the entrepreneurial process. In 2020, Domi worked with the Florida State University's Center for Economic Forecasting and Analysis to estimate the organization's impact on the local economy utilizing programmatic data from 2014-2019. Based on this analysis, Domi's overall direct, indirect, and induced economic impact at \$109.5 million in economic output, 942 jobs, and \$39.4 million in wages for that reporting period. In 2021, Domi conducted a subsequent analysis which found that for FY 2020-2021, the incubator supported the creation of 418 direct, indirect, and induced jobs, paying \$23.9 million in annual wages, for a total economic output of \$73.892 million. In total, since Domi's formation in 2014, Domi has generated over \$182 million in economic impact.

For FY 2021, Domi reports its support generated \$25 million in yearly revenue and over \$18 million in member business investments. Domi continues to grow its overall economic impact and shows a large, positive trajectory for FY 2022. The metrics for the past year are on par and close to exceeding results in its first six years and estimate about ~\$100 million in economic impact.

In June 2021, Domi's executive leadership changed from Bill Lickson to Robert Blacklidge. Mr. Blacklidge (MBS, MS MIS, and a USAF Veteran) is a seasoned entrepreneur as demonstrated through ownership of ten companies, and has dedicated the last half-decade to helping others reach their business goals. Through the facilitation of programs such as 1 Million Cups, Startup Grind, Techstars Startup Weekend, and others, he has mentored numerous companies and founders. Since joining the Domi Station team in 2021 during the COVID-19 pandemic, he has quadrupled the number of participants enrolled in Domi's incubation programs from eight to 47 in FY 2021 alone.

The COVID-19 global pandemic uniquely affected Domi and its member businesses that operate as incubators and co-working spaces under one roof. However, this was also a challenge to demonstrate the incubator's adaptability and ability to accommodate entrepreneurs. As detailed in the annual report, the incubator installed individual mailboxes, hand sanitizer stations, acrylic

barriers, and a UV ionization HVAC purification system to ensure that coworkers could safely use the facility throughout the pandemic due to CARES Act funding from the County. Since 2020, the County has provided \$40,000 to Domi through the CARES Act. These funds were utilized to install COVID-19 safety equipment, expand online mentorship, and increase enrollment in its Gear Up and Ascend start-up education programs. Domi has also leveraged the County's investment through operating income, grants, and partnerships with the local institutions of higher education. Domi also migrated all its incubation program curriculum online, making coursework, workshops, mentor meetings, and access to resources available virtually, thus widening the area of services available to entrepreneurs.

#### FY 2021 Entrepreneurial Community Impact Report

FY 2021 marks Domi's seventh year of full operation. Domi's FY 2021 Annual Report details program impacts, highlights, partnerships, support, and planned next steps. A summary of the report is in the following sections. Some notable success stories from the past year include:

- Domi was accepted as a Certified Partner with HubSpot for Start-ups. This certification allows the incubator to use HubSpot programming for training workshops and provides entrepreneurs with many resources to use for free or at steeply discounted prices.
- Domi secured a partnership with Google for Nonprofits, including a \$10,000 monthly award, to create new targeted Google Ads driving membership, training, and participant recruitment.
- Domi secured a partnership with Grow with Google, providing free workshops, training, and tools for start-ups.
- Domi continued to successful offer its Gear Up, Ascend, Third Act, TLHMentors.org, and events in virtual formats for expanded business services.
- The incubator partnered with Envision, COCA, Knight Foundation, OEV, Big Bend Minority Chamber, Capital City Chamber, and others to fund scholarship initiatives for the programs mentioned above and are focused on start-ups in underserved communities as well as technology and arts entrepreneurs.
- Promotion and growth of Domi's Third Act Community of 50+ entrepreneurs and mentors was continued, and virtual events were hosted and attended by over 100 participants.
- Lastly, the capabilities and capacity of the community-wide Tallahassee Mentor Network platform, <u>TLHMentors.org</u>, has been expanded to serve the specialized needs of starting and growing businesses at Domi Station and the other community entrepreneurial ecosystem partners.

#### Program Impacts

In an effort to measure and benchmark Domi's job creation successes in the community, additional reporting requirements took effect during FY 2017. These include tracking the number of jobs created by incubator members within the Tallahassee metropolitan statistical area and, where possible, data on the businesses' valuation and revenue information.

January 25, 2022 Page 5

Since its inception in 2014, Domi reported the following economic impact metrics:

- Number of total Domi Members: 95
- Number of Monthly Active Members: 88
- Number of Mentor Sessions: 434
- Number of new entrepreneurs participating in Domi's programs: 63
- Total Investment amount raised by Domi participating businesses: \$18,116,400
- Total member business sales: \$133,015,645
- Total number of jobs created by incubated businesses: 1,542
- Total economic impact: \$182,000,000

#### Program Highlights

In FY 2021, Domi worked with FSU Center for Economic Forecasting and Analysis (CEFA) to conduct an economic impact analysis the incubator has had on the Tallahassee Metropolitan Statistical Area (MSA) during its existence. Based on Domi's direct impact and graduate business data, the CEFA impact analysis found that the incubator supported the creation of 418 direct, indirect, and induced jobs, paying \$23.9 million in annual wages, for a total economic output of \$73.892 million. This impact is largely driven by graduate business revenue and job creation. These numbers capture the indirect and induced job creation and expenditures catalyzed by trainee and graduate businesses – hence the larger total figures than above. Companies' graduates were also from a diverse cross-section of sectors, including Printing, Amusement and Recreation, Advertising and PR, Couriers, Computer Systems Design, Specialized Design Services, Breweries, and Architecture & Planning.

Utilizing a grant provided by the Office of Economic Vitality, Domi initiated the Third Act programs in 2019 and successfully entered its third year of the program, which recruits and engages entrepreneurs and mentors 50+. This program reached out to older adults in Tallahassee and welcomed them as mentors, founders, and company builders into the entrepreneurial community. Domi will continue to connect older adults to start-up, and mentorship opportunities in the Leon County region in partnership with other organizations focused on this demographic to best serve them.

#### Partnerships, Support, and Events

Much of Domi's success can be attributed to its partnerships and sponsors throughout the community. Domi continues to work closely with Leon County's higher education institutions, including FSU, FAMU, and TCC, as well as a variety of private or quasi-private organizations like the Greater Tallahassee Chamber of Commerce, Florida League of Cities, First Commerce Credit Union, and Florida Blue. These partnerships demonstrate the importance of Leon County's initial investment in the incubator facility to nurture the entrepreneurial ecosystem. In addition, Domi launched and facilitated a COVID taskforce with various community partners, including OEV, to provide both up-to-date health guidelines and business resources, as well as funding opportunities throughout the pandemic for member businesses. Finally, Domi staff participated in OEV stakeholder meetings, created to foster communication about the local economy and response

efforts during the pandemic and keep stakeholders apprised of ongoing entrepreneurship programming. Domi staff also maintains a partnership with WFSU.

Volunteer mentors also provide direct support to Domi's programs and its members with advisory assistance and services to start-ups across multiple industries and disciplines. Mentors represent a variety of fields from public, private, and educational entities and offer start-ups valuable support to help them succeed.

From October 1, 2020, through September 30, 2021, Domi hosted or organized over 40 events with over 450 attendees. These events are detailed on page 15 of the annual report, including Mentor nights, workshops and meetings, Gear Up Labs, Monthly Masterminds, student events, pitch events, and community events.

The COVID-19 pandemic adversely affected American businesses and entrepreneurship ecosystem amenities, and Domi also experienced impacts. Nonetheless, Domi continued its flagship Gear Up, Ascend, and Third Act programs by adapting to socially distanced co-working and providing programming through online channels. Domi is looking ahead to 2022 to scale its programs and events to serve more start-ups and growing businesses and operate the facility according to health and safety protocols. Domi's planned expansion and "10X" model over the next five-year horizon seeks to expand the number of entrepreneurs incubated to over 1,000 and multiply its cumulative economic impact to over \$1 billion within ten years. The 10X goal will be pursued by expanding virtual and in-person business incubation programs, specialized mentorship, events, the growth and improved utilization of the current Domi Station co-working space, and the expansion of partnership collaborations across the entrepreneurial ecosystem.

#### New Five-Year Lease

In addition to accepting the annual report, this item seeks authorization to work with Domi to negotiate and execute a new lease with the County for five years at the current below-market rate plus operating expenses. Domi is currently in the final year of its three-year lease option, which is set to expire on May 31, 2022. Domi has requested that the County maintain the current annual base rent amount of \$1.00 plus operating expenses (currently \$4,086) for the incubator facility in return for providing the community with a comprehensive technology-driven business incubator program and related services. The County's provision of the physical incubator facility, combined with Domi's development services, access to funding, and the facilitation of community collaboration and culture, contributes to a holistic entrepreneurial ecosystem in Leon County.

Executing a new lease for five years provides Domi, and local entrepreneurs and early-stage startups that utilize the space, certainty that the facility will continue to be available for use through May 2027. Given the entrepreneurial activities at Domi Station that continue to provide substantial value to the community's entrepreneurial ecosystem, including significant opportunities for networking and collaboration across disciplines and organizations, this item seeks authorization for the County Administrator to execute any and all documents necessary to execute a new lease utilizing the current lease terms and conditions.

#### Tenant Improvement and Funding Request

Page 7

On December 14, 2021, the Board directed staff to bring back an agenda item related to Domi's request for interior improvements to the County-owned building. Domi is seeking \$100,000 to enhance the facility's operational capacity which include:

- Building six micro-offices with LED lighting and HVAC vents.
- Removing plastic wall sheathing and replacing with drywall.
- Removing walls and counters to open up space and add support headers.
- New furniture and technology.

Additional details on these improvements can be found in Attachment #2. The improvements are allowed under the lease agreement and would typically be funded by the tenant. However, Domi is seeking \$100,000 to fund the upgrades to the building. Since Domi is requesting to maintain its current below-market lease rate for the building, the County is unable to finance the tenant improvements over the life of a new lease. Domi does generate income by charging rent to the entrepreneurs and early-stage start-ups using the space but the funding is reinvested into programming and operating expenses.

As stated previously, the County provided an initial \$250,000 investment for improvements to the building in 2013 and provided \$75,000 to support Domi's broadband needs from FY 2016 – FY 2018 (now supported by OEV). OEV has a process for evaluating non-competitive economic development proposals that seek to enhance the local economy. Therefore, staff recommends Domi seek funding through OEV for the requested tenant improvements. Under OEV's "Evaluation of Non-Competitive Economic Development Proposals Policy," (Attachment #3) direction from the Blueprint Intergovernmental Agency Board is needed to initiate the formal evaluation process. The next Blueprint IA meeting is scheduled for February 24, 2022.

#### Conclusion

The entrepreneurial activities at Domi Station continue to provide substantial value to the community's entrepreneurial ecosystem, including significant opportunities for networking and collaboration across disciplines and organizations. As the front door for business resources and economic development in our community, OEV continues to serve as the conduit for monitoring and managing the contract that outlines the responsibilities of Domi Station. Leon County has continued to demonstrate its focus on supporting entrepreneurship to spur job growth in the community, and Domi Station has been a key partner in these efforts since its opening in May 2014. The Board's acceptance of this annual report and Domi's request for a new five-year lease will ensure that entrepreneurs and early-stage start-ups further their success and continue building the community's entrepreneurial ecosystem.

Page 8

#### **Options:**

- 1. Accept the Domi Education Inc.'s Entrepreneurial Community Impact Annual Report for FY 2021 (Attachment #1).
- 2. Authorize the County Administrator to negotiate and execute all documents necessary for a new five-year Business Incubator Facility Lease Agreement at a base rent amount of \$1 plus Domi's payment of operating expenses, subject to legal review by the County Attorney.
- 3. Do not accept the Domi Education Inc.'s Entrepreneurial Community Impact Annual Report for FY 2021.
- 4. Do not authorize the County Administrator to extend the Business Incubator Facility Lease Agreement with Domi at this time.
- 5. Board direction.

#### **Recommendation:**

Options #1 and #2

#### Attachment:

- 1. Domi Entrepreneurial Community Impact Annual Report for FY 2021
- 2. Domi Financial Request
- 3. Blueprint Intergovernmental Agency Policy 114 Evaluation of Non-Competitive Economic Development Project Proposals



# Business Incubator Facility Lease Agreement Exhibit D #4:

Entrepreneurial Community Impact Annual Report Reporting Period October 2020 - September 2021



# 1) Overview

Domi Education, Inc, d/b/a Domi Station, is a non-profit business incubator and coworking space that serves the greater Tallahassee, Florida MSA. Domi Station's (Domi) business incubator assists startups and small businesses looking to scale through a variety of programs and service offerings, and the facility located at 914 Railroad Ave, Tallahassee, FL 32310 provides coworking desks, offices, and other amenities for local businesses to utilize. Since our founding in 2014, with the strong support of key partners including Leon County, the vision to help diversify our local economy, provide a pathway to talent retention, and give startups a home has become a local mainstay and resource to the entrepreneurial community. Together, we have built a very successful prototype where we have been able to validate that there is a growing market of entrepreneurs and intrapreneurs in our local community that need access to the resources that Domi can provide.

# Background

Domi gives the future a home. We are a hub for entrepreneurs with coworking space, community events, and incubator programs that help startups and early-stage businesses start and scale. Powered by a 501(c)3 non-profit and backed by strong partners both public and private, Domi is on a mission to educate and empower early-stage entrepreneurs. We believe in inclusivity. Our vision is to build the most diverse startup community in the Southeast: a community that breaks down barriers of industry, age, race, and gender, all while growing the regional economy.





# Leon County's Investment

Domi had to adapt and overcome obstacles during 2020 when the novel COVID-19 pandemic hit. It severely affected Domi's facility by limiting what could be done in a physical space. Domi was able to migrate our programs online to continue to grow our cohorts virtually. This proved to be fortuitous and successful move as the first cohort grew from eight to forty-seven participants in January 2021. The investment from Leon County allowed us to fund the software and labor needs to run and maintain the incubation program virtually, incorporate in-person events to supplement the training when social distancing measures eased, and market our programs to potential participants.



Domi Station has been able to reintroduce events into the facility as Covid numbers decreased and vaccinations have increased. First Fridays, a local favorite, is a networking event that allows members of Domi, our stakeholders, supporters and the community to come together in a casual environment. Additionally, we hold workshops that are relevant to our community, such as Danfoss' Artificial Intelligence workshop held in September of 2021





This year, Domi also experienced a full leadership change, which saw Robert Blacklidge take over as Executive Director. Robert, known as Startup Santa, has started over ten companies and formulated the current curriculum that Domi uses in its Gear Up, Ascend, and Third Act incubation programming. Additionally, Domi welcomed Kara Holbert as Associate Director, and Dacia Williams as Community Manager.



Domi's Board of Directors has also grown both in size and diversity with the additions of Elizabeth Ricci and Ricardo Schneider. Ali Kamakhi was also named Board Chairman.



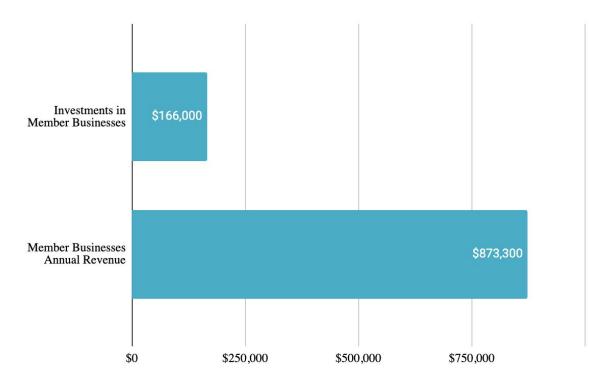


Elizabeth Ricci



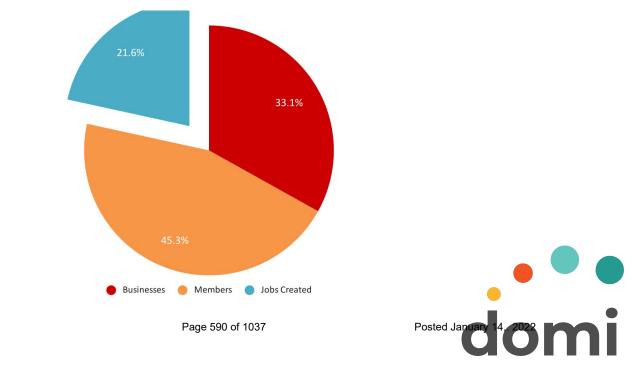


# 2) Summary of Domi's Impact in 2021: Overview



Domi's latest cohort of participants in the Gear Up, Ascend, and Third Act programs collectively **raised \$166,000 in capital investments** and **generated \$873,300 in revenue**.

During the reporting period there have been an addition of **63 members** and **46 member businesses** that have participated with Domi's programs. These member businesses have generated **30 jobs**.





Our programs, resources, and mentors help entrepreneurs start and scale sustainable companies. Domi has supported over 100 startups within our incubation programs. Domi alumni companies have gone on to sell over \$25 million and raise almost \$18 million in investment, as of 20.

This impact model requires long-term tracking, starting with engagement and activity and ending in long-term impact of graduate companies and entrepreneurs. We know that our most successful stories like DivvyUp Socks, NewSci, Vale, and HWind have taken 4 years or more to get to sustainability, and even more to get to scale or exit. As a result, we recognize our current impact measurement is limited in what it can portray, but we continue to look for ways to better measure the long-term economic impacts of Domi. This reporting period showed strong performance for Domi's member businesses despite the Delta variant of Covid-19 being an obstacle this year.

Total Investment amount raised by Domi participating businesses	\$18,282,400
Total member business sales during reporting period	\$25,888,945
Total number of jobs created by Domi participating businesses	1,602
Number of new entrepreneurs participating in Domi's programs	63
Number of new businesses participating in Domi's programs	46
Number of Mentor Sessions	75







Domi is also actively involved in growing the local entrepreneurial ecosystem by building a welcoming and supportive community and culture. Since opening our doors, we have served as the base of operations to over **500 coworkers** and almost **200 businesses**, as well as hosted or organized more than **800 events**.

Understandably, the pandemic and rise of the Delta variant had quite an effect on our coworking operations. While hot and dedicated desk numbers initially dropped, the return to prepandemic levels has been slowly increasing. However, the waitlist for small, medium, and large size offices has grown tremendously. This trend is showing that as businesses grow, the need for adequate private office space is much in demand within Leon County.

- Coworking 63 Coworking Members
  - **46%** Entrepreneurs
  - 42% Staffers
  - 11% Independent Workers





Our community continues to congregate around impactful events and activities despite the pandemic and the Delta variant limiting our expectation of returning to pre-pandemic number of participants. With over 700 lifetime events, Domi's events continue to be a main way of engaging the larger community, whether that is in-person, or virtually. During this reporting period, Domi engaged 445+ participants in 40 different events since February of 2021. As the larger community and Domi continue to move through the COVID-19 pandemic, we look forward to increasing the number of in-person events to supplement our programming.

	40	Events
Community Engagement		
, , ,	445+	Participants

This year we had particularly impactful and relevant events which energized the ecosystem as we navigate out of the pandemic. A highlight of the year includes Domi's partnership with the Council of Culture & Arts, SBDC at FAMU, Danfoss, Grow with Google, and Hubspot. Due to the pandemic, many of these events were virtual, yet still generated interest and participation from area entrepreneurs.

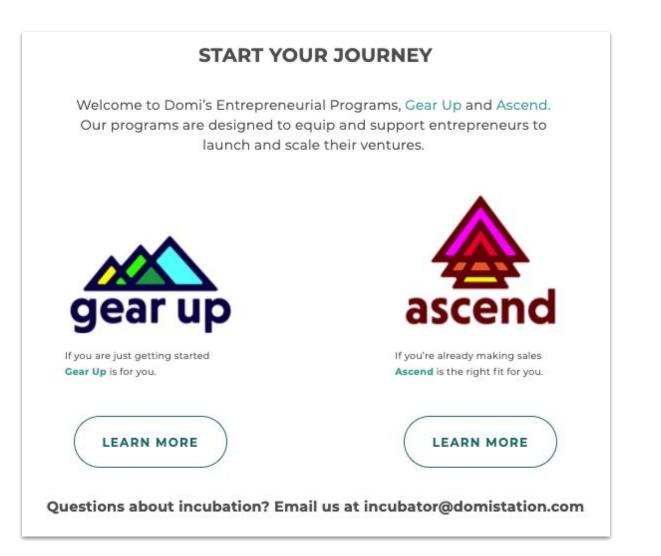




# 3) Incubation

#### Program Evolution Coming Out of the Covid-19 Pandemic

While a fully virtual program wasn't the final vision of Domi's incubation programs, the pandemic helped spur Domi's increasing involvement in the "blended learning" environment. Online curriculum and workshops allowed us to market and scale to a demographic that wasn't accessible before. We have found that this is a preferred method of those who want to start a business, but may be tied a traditional 9 to 5 job.







# Gear Up:

Gear Up is a modular entrepreneur education program covering the fundamentals of business concepts to help entrepreneurs validate their ideas before launch. The program is based on an online curriculum, and includes digital tools to develop a business plan and financial model. The online experience is enhanced with in-person labs that focus on the deliverables entrepreneurs will need to launch their startup. Each lab is an independent module covering a different aspect of the business model. At the end of the reporting period, there were 20 entrepreneurs enrolled in Gear Up.



# Ascend:

Ascend is the next evolution of our incubator program we started last year known as Scale Up. This is a mentor-based incubation program for companies that have launched and are trying to achieve specific milestones. At the end of the reporting period, there were 17 entrepreneurs enrolled in Ascend. We are in the planning and implementation phase of adding a Domi Masters program in the next reporting period to facilitate a more robust programming module for this cohort.







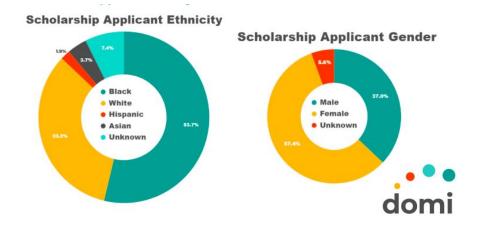
# Business Incubator Facility Lease Agreement<sup>#1</sup> Entrepreneurial Community Impact Annual Report Exhibit D #4 - c: Summary of Incubator Membership Levels

Incubation				
Membership Type	Description	Pricing		
Gear Up	For entrepreneurs just starting their business	\$100 Registration \$150 Monthly Charge		
Ascend	For entrepreneurs who are looking to grow their business	\$100 Registration \$150 Monthly Charge		
Third Act	For entrepreneurs 50+ just starting or looking to grow their business	\$100 Registration \$150 Monthly Charge		





# Business Incubator Facility Lease Agreement Annual Report Entrepreneurial Community Impact Annual Report Member Business Demographics



We have worked hard serve the greater Tallahassee area with focus on the underserved communities as we found minority women were the greatest demographic in search of the services we provide. As a result, Domi has generated an eclectic group of participants in ethnicity, age range, and gender. This diversity helps to further our part of our mission geared towards inclusion and opportunity.







# **TLH Mentors Network**

Domi recognizes the positive impact that a mentor has on an entrepreneur's overall success. According to SCORE, the nation's largest network of volunteer and expert business mentors, mentored businesses were 12% more likely to remain in business after one year, compared to the national average. This supports existing research that shows entrepreneurs with access to a mentor are five times more likely to start a business than those who do not have a mentor. We continue to partner with area organizations to build a robust mentoring platform that entrepreneurs can easily access. Our future goal is build out this platform to include a record number of qualified mentors from across the nation.

# TALLAHASSEE MENTOR NETWORK

Helping Entrepreneurs on Their Journey

A collaborative network of local entrepreneurs helping the next generation start in Tallahassee/Leon County.





The multi-organizational TLH Mentor Platform is housed and maintained by Domi, but will include partners such as TCC Spark!, Jim Moran College of Entrepreneurship, and Innovation Park as we continue to build the platform.



There here have been **75** mentor meetings with Domi's entrepreneurs. Additionally, there have also been **4** new mentors added to our network.







# Business Incubator Facility Lease Agreement Entrepreneurial Community Impact Annual Report Exhibit D #4 - d: Summary of Events Participated in 4) Events and Participation

Although the Delta variant of Covid-19 inhibited Domi from fully reopening to in-person events in the summer of 2020, we continued to find interactive and informative ways to interact with our participants by hosting a multitude of virtual events. As the community progressed to in-person events, we added First Fridays and other workshops as well.

Day	Event Name	Total Member Attendance	
		20	
	Workshop Week 1	18	
	Monthly Mastermind Workshop Week 2	18	
	Workshop Week 2	18	
	•	18	
	Workshop Week 4 Workshop Week 5	20	
	•	17	
	Monthly Mastermind Workshop Week 6	17	
	•		
	Workshop Week 7	18	
	Workshop Week 8	17	
	Workshop Week 9	20	
	Monthly Mastermind	7	
	Workshop Week 10	17	
	Workshop Week 11		
	Mentor Night		
	Workshop Week 12	11	
	Workshop Week 13	16	
	Workshop Week 14	12	
	Monthly Mastermind	13	
	Workshop Week 15	15	
May 18	Incubation Lab		
May 25			
June 1	Gear Up Lab		
June 3	Monthly Mastermind	9	
June 8	Gear Up Lab	12	
June 15	Gear Up Lab	13	
June 22	Gear Up Lab	17	
June 29	Gear Up Lab	11	
July 6	Gear Up Lab	9	
July 13	Gear Up Lab	9	
July 20	Gear Up Lab	9	
July 27	Pitch Event	10	
August 3	Gear Up Lab	9	
August 10	Gear Up Lab	3	
August 17	Gear Up Lab	6	
August 24	Gear Up Lab	5	
August 31	Gear Up Lab	5	
September 7	Gear Up Lab	5	
September 14	Gear Up Lab	4	
September 21	Gear Up Lab	5	
September 28	Gear Up LabPage 600 of 10	137 6	Posted J







Even with in person workshops, mentor nights, and other events switched to a virtual setting, participation is pacing steady, and in some cases increasing, with online sessions. This is a positive trend we expect to continue as we further the development of our digital assets. Domi has recognized the importance of providing a mix of events to reach the largest number of participants as possible, and continues to partner with other area organizations to provide a plethora of opportunities for learning to our community.







# Business Incubator Facility Lease Agreement Annual Report



# MONTHLY CALENDAR JANUARY

13

18

24

GEAR UP LAB: TBA Weekly meetings for our incubation participants to learn about topics from field

MONTHLY MASTERMIND Our incubation participants come together to discuss their recent peaks and pits.

FIRST FRIDAY

experts.

04

06

07

11

domi

Join Domi for our monthly Happy Hour. Enjoy free beer, snacks and cool conversations.

#### GEAR UP LAB: TBA

Weekly meetings for our incubation participants to learn about topics from field experts. CODE TALKS: TBA Discussions relating to tooling & technologies of software development,

#### GEAR UP LAB: TBA

Weekly meetings for our incubation participants to learn about topics from field experts.

#### GEAR UP LAB: TBA

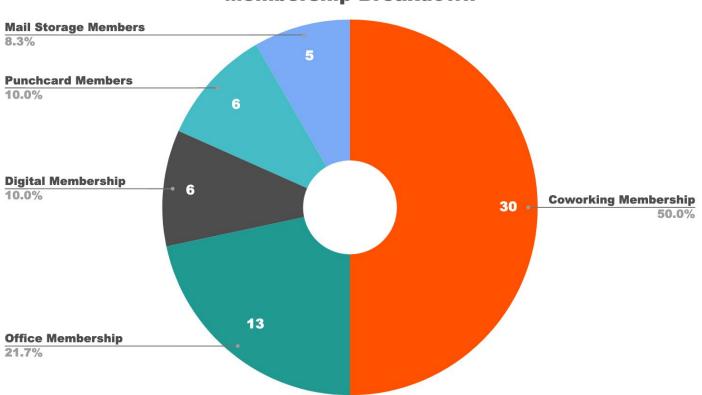
Weekly meetings for our incubation participants to learn about topics from field experts.



domistation.org

# 5) Coworking

With the ongoing development of our blended learning events, we are excited about safely increasing in-person participation at Domi while following county, state, and CDC guidelines regarding reopening procedures due to COVID. While the return to individual hot and dedicated desks has not increased as much as originally thought, the demand for private office space is outpacing the supply that Domi Station's facility can currently provide, therefore we will be actively working towards finding funding to start renovations to add additional space.



Membership Breakdown

Above is a breakdown of Domi's coworking memberships by type. All office space is currently rented out at max capacity, with an additional 16 companies on the waitlist. Individual desks are at about 30% of full capacity.





Business Incubator Facility Lease Agreement H1 Entrepreneurial Community Impact Annual Report Exhibit D #4 - c: Summary of Coworking Membership Levels

Coworking				
Membership Type	Description	Pricing		
Community	A membership minimum access designed for members to safely stay involved with Domi during the pandemic	Free		
Digital	An online community membership with limited access to Domi's virtual resources	\$25 Monthly		
Coworking	Common area with shared-open desks with access to Domi's resources	\$100 Monthly		
Small Office	Small office for up to 4 people leased by member with access to Domi's resources	\$550 Monthly		
Large Office	Large office for up to 6 people leased by member with access to Domi's resources	\$750 Monthly		





# 7) Community & National Partnerships

# Partnerships

Domi has been focused on forging partnerships with other area entrepreneurial ecosystem partners to further develop our efforts to reach those who are in need of our services. Some of those partnerships include Council on Culture & Arts, Florida State University, Florida A&M University, Jim Moran College of Entrepreneurship, SBDC @ FAMU, Leon County's Office of Economic Development, Working Class Wednesdays, Women Wednesdays, Veterans FL, Tallahassee Community College, Innovation Park, Danfoss, Synovus, Truist and Envision Credit Union to name a few. We are also registered partners of Grow with Google, HubSpot for Startups, Agora, Riipen, and Harness, which allows us to provide additional supplemental digital assets to our participants as well.



Business Incubator Facility Lease Agreement Market #1 Entrepreneurial Community Impact Annual Report Exhibit D #4 - f: Community Partners Featured on Domi's Website

> OUR SPONSORS ECONOMIC SB. HOL GOLDEN Danfoss CC5.... DivyUp COMMUNITY Syndrometry J\∕P redwire A CRI MiverSperry MDMADDOG <u>uvos</u> Wittenstander





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#### Addendum to Domi Station Agenda Item

- 1. Building Renovations
  - a. Domi Station is in the process of soliciting bids for the renovations desired to provide additional space for which we have identified based on community demand. The scope of work is to build six (6) micro offices, each having LED light and HVAC vents installed in the ceiling grid. Renovations will also include installation of walls to build three large offices in the right rear office space. All offices will have barn-style doors. Additional upgrades include removing clear plastic wall sheathing from current offices and replacing it with drywall, removing the left wall and the counter at the storefront door to open up the space, and installing a support header for this area. Domi Station will provide the lights for lighting installment, conduct the data wiring for the lights, and provide labor and material for painting. We have received one bid to date listed below.
  - b. OliverSperry Bid
    - i. The renovation scope is based on an on-site survey visit of the space. The contractor company has provided us estimates for the following:
      - 1. General Conditions:
        - a. Permits: \$1,200
        - b. Insurance: \$1,423
        - c. Estimating Supervision, PM: \$7,898
        - d. Dumpsters, Portable Toilet, Cleanup: \$1,600
        - e. Miscellaneous: \$800
        - f. Demo: \$1,523
        - g. Carpentry: \$2,530
        - h. Doors & Hardware: \$7,310
        - i. Framing, Drywall/Floor Protection: \$11,830
        - j. Acoustical Ceiling: \$1,750
        - k. HVAC: \$5,957
        - I. Electrical: \$10,383
        - m. OH&P: \$11,101
        - n. Drywall: \$3,504.50
        - o. Front desk/wall: \$9,071



- i. Total: \$77,880.50
- 2. Additional estimates for architectural and electrical work
  - a. Lighting: \$5,000 \$6,000
  - b. Architectural Designs: \$11,000
- ii. Timeframe (based on OliverSperry bid)
  - Domi Station must submit a building, HVAC and electrical drawing from an architect to OliverSperry Renovations.
     Domi is currently waiting on those architect drawings from Lewis and Whitlock Architects.
  - 2. OliverSperry Renovations will send those plans into the city for review and permits. Obtaining needed permits will take four (4) weeks to receive. OliverSperry Renovations can install walls and additional items shortly after permits are received. They will have everything finished to the point of needing doors within four (4) weeks.
  - 3. Doors will be delivered within six (6) weeks of placing order and will take three (3) days to install.
- 2. Furniture and Other Updates
  - a. Domi Station wishes to update the space with new furniture and technology. The following items are subtotal estimates based off of local retail stores and online retailers (numbers are subject to change):
    - i. Sitting Furniture (lobby & coworking space):
      - 1. Couches (1): \$378.13
      - 2. Sofa Seats (3): \$298.59 ea.
      - 3. Desk/Office Chairs (<100): \$74.99 ea.
      - 4. Bar Stools (20): \$180 a pair
    - ii. Appliance Upgrades:
      - 1. Refrigerator (1): \$1,049
      - 2. Keg Refrigerator (1): \$1,874
    - iii. Podcast/Phone Room Upgrades:
      - 1. Podcast Microphone: \$39 \$99
      - 2. Chair Pillows (3): \$7 ea.
      - 3. Sound Padding: \$54.95 (pack of 12 2" x 12" x 12")
    - iv. Other Accessories:
      - 1. Projector: \$369.99
      - 2. Office Printer: \$984
      - 3. Modern Speakers (2): \$74.99 ea.
    - v. Subtotal: \$15,229.77



- 3. FSU's Center for Economic Forecasting and Analysis Report 2020-21
  - a. (See next page)

#### Total Economic Impacts

Project DOMI (using 2020 Data)	Economic Output	Employment	Income
Economic Measure	(Sales/Revenues)	or Jobs	or Wages
DOMI Investment & Revenues	\$73,892,245	418	\$23,959,129
Grand Total	\$73,892,245	418	\$23,959,129

#### \* in 2021 \$

#### Employment

Employment	Direct	Indirect	Induced	Total
DOMI Investment & Revenues	206	112	100	418
Grand Total	206	112	100	418
* in 2021 \$				

#### Output

output				
Output	Direct	Indirect	Induced	Total
DOMI Investment & Revenues	\$43,000,000	\$16,265,340	\$14,626,905	\$73,892,245
Grand Total	\$43,000,000	\$16,265,340	\$14,626,905	\$73,892,245
* 2021 ¢				

\* in 2021 \$

Income				
Income	Direct	Indirect	Induced	Total
DOMI Investment & Revenues	\$13,553,796	\$5,889,277	\$4,516,056	\$23,959,129
Grand Total	\$13,553,796	\$5,889,277	\$4,516,056	\$23,959,129
* in 2021 \$				

#### Economic Impacts Total Direct Indirect Induced Total Output Jobs \$43,000,000 \$16,265,340 \$14,626,905 \$73,892,245 206 112 100 418 \$23,959,129 \$13,553,796 \$5,889,277 \$4,516,056 Income

# State, Local and Federal Taxesroject DOMI<br/>(using 2020 Data)DOMI Investment<br/>& RevenuesGrand TotalEconomic Measure\$343,979\$343,979State & Local Taxes\$343,979\$343,979Federal Taxes\$5,051,188\$5,051,188Grand Total\$5,395,167\$5,395,167\* in 2021 \$\$\$

Attachment #2 Page 5 of 26



## We Give Businesses a Home and a Guide.



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Posted January 14,. 2022

## **Domi Staff: Executive Team**





**Executive Director** 

Robert Blacklidge



### **Associate Director**

Kara Holbert



**Community Manager** 

Dacia Williams



Attachment #2 Page 7 of 26

## **Domi Staff: Support Team**



Tristan Wahl Incubation



Caleb Hayes Incubation



Madison Adams Marketing



**Julia Holly** Development



Kalyssa Washburn



Chloe Cannan

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Jonathan Gomez



Alexis Vescovacci



## **Volunteer Board Members**

Aree

Ali Kamakhi, Jareed



Barbara Westcott, Women Wednesdays



Attachment #2

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Jake Kiker, WilliamsGautier Law



Yuh-Mei Hutt, Golden Lighting



David Lawson,



Bill Lickson, Innowation/4atos

## **Volunteer Board Members**

Attachment #2 Page 9 of 26



David White,

Carr, Rigs, & Ingram



Elizabeth Ricci, Rambana & Ricci, Esq

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Reis Alsberry, Florida A&M University



Ricardo Schneider, Danfoss R

Eddie Loumiet, Ruvos

Posted January 14,. 2022



Attachment #2 Page 10 of 26

## What We Offer

### INCUBATION











Posted January 14,. 2022

## domi

## What We Offer

### COWORKING





domi



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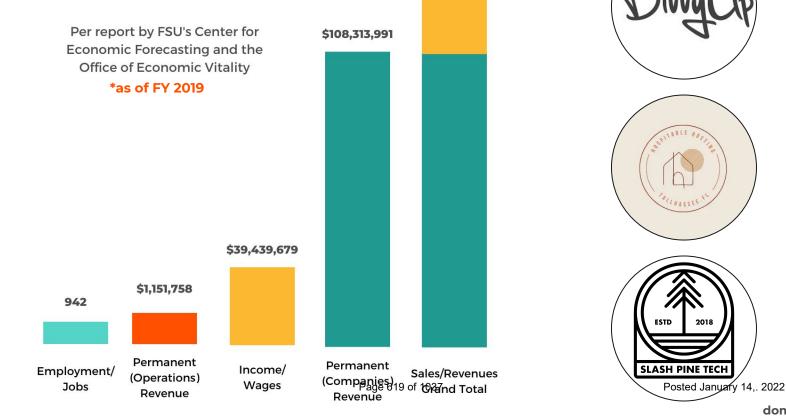




Posted January 14,. 2022

### Domi Station's Economic Impact

domi



### \$109,465,749

domistation.org

Attachment #2 Page 12 of 26

## 2020-21 Overall Impact Metrics

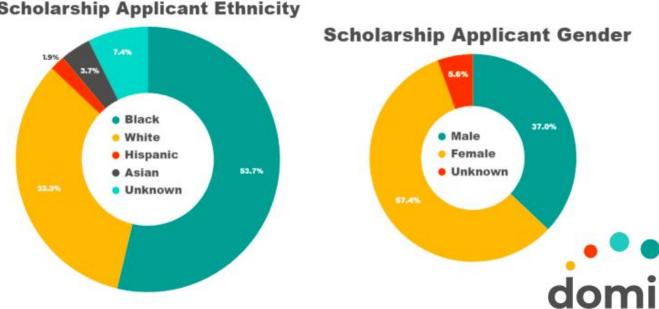
## • 40+ New Entrepreneurs

- o 45% women
- 53.7% minority
- o 35.2% between 35-44

# 660 Jobs Created \$25 Million in Revenue Generated



## **Scholarship Participants**







## 2020-21 Scholarship Impact Metrics

## 34 Scholarships Awarded

- o 57.4% women
- 59.3% minority
- o 35.2% between 35-44

# 37 Jobs Created \$674,981 in Revenue Generated



## **Strategic Goals**

- Grow our impact to create \$1B of aggregate economic impact by 2030
  - Increase reach of Entrepreneurial Ecosystem by partnering with regional organizations
  - Increase membership numbers in both the Incubation Programs (100 members per year) and Coworking facility (300 members by 2026)







#### Attachment #2 Page 17 of 26

## **Financials**

- Leon County has directly invested \$408,000 since 2014, \$250K in county owned facility upgrades & \$158K in direct operational support
- The remainder of support is generated from coworking & incubation revenue, private donations, and grants (our largest source of income)
- For FY 20-21, Domi supported companies have generated **\$25 million in yearly revenue, 660 jobs** and over \$18 million in member business investments





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## Local Demand is High & Increasing

### • Limited Capacity due to Space Constraints

Over the last 12-24 months stunting our ability to deliver even MORE impact

- From experiment to validation We turned a 4,000 square foot, under-utilized, publicly-owned building into this desired community resource
- We have demonstrated that there is even greater need/demand than anyone anticipated. There is currently **a waiting list for 15+ businesses**
- Need of \$100k for Facility Improvements for this publicly-owned, community asset to allow Domi to provide an absolutely unparalleled ROI on economic development investment dollars back into the community





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## 2014 to 2019 ECONOMIC IMPACT

## For Every \$1 (2.5M) Given from 2014 to 2019 > \$43 Economic Impact Return

## **TOTAL: \$109+ MILLION**

\*Based on FSU's 2019 Economic Forecasting & OEV



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## **2020-2021 ECONOMIC IMPACT**

### For Every \$1 (350k) Given from 2020 to 2021 \$241 Economic Impact Return

## **TOTAL: \$73.8+ MILLION**

\*Based on FSU's Center for Economic Forecasting and Analysis



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Attachment #2 Page 21 of 26

## **TOTAL ECONOMIC IMPACT**

# OVERALL: \$182+ MILLION

\*Based on FSU's Center for Economic Forecasting and Analysis



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Attachment #2 Page 22 of 26

## **Your Support**

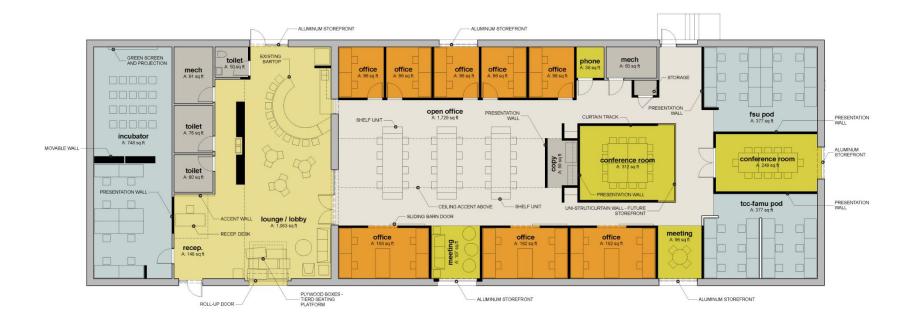
 We are asking for your support up to the amount of \$100K to fund renovations and improvements to the county owned building





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### **Potential Phase 1 Facility Renovations**







.... domi Posted January 14,. 2022

RIN9150192

## Estimated Phase 1 Cost Breakdown\*

\*See addendum for details on estimates and proposals

## **TOTAL: \$100,000**

## Building Renovations Updates + Improvements

### **ROI:**

28 additional Members Added Help Us Meet the Demand for Office Space Generate \$53,000 in additional revenue per year



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Posted January 14,. 2022

Attachment #2 Page 26 of 26

# domi

## MAKE ECONOMIC IMPACT TOGETHER



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Posted January 14,. 2022

	BLUEPRINT () () () () () () () () () () () () ()	DATE September 27, 2021 NO. 114
TITLE	OFFICE OF ECONOMIC VITALITY Evaluation of Non-Competitive Economic Development Project Proposals Policy	ORG. AGENCY Blueprint Intergovernmental Agency FINAL

#### 114.01 STATEMENT OF POLICY

This Policy is intended to provide criteria for the evaluation and determination of funding of non-competitive economic development proposals from the economic development portion of the sales tax proceeds allocated to the Office of Economic Vitality (OEV). The existence of this Policy is not intended to create any grant or funding program. The award of any funds is subject to the availability of funds, the approval of the IA Board, and the requirements of this Policy.

### 114.02 <u>AUTHORITY</u>

Chapter 163.01(7), Florida Statutes Section 212.055, Florida Statutes Second Amended and Restated Interlocal Agreement OEV's Economic Development Strategic Plan, as may be amended

### 114.03 <u>DEFINITIONS</u>

a. <u>Capital Investment</u>: An investment by a company to pursue its objectives, such as continuing or growing operations. It also can refer to a company's acquisition of permanent fixed assets such as property, plant and equipment.

b. <u>Competitive Project</u>: An economic development project where a business is considering expansion or relocation in Tallahassee-Leon County against other potential communities and typically involves the use of incentives and negotiation to induce the business to decide to locate locally. These projects typically align with the OEV strategic plan, target industries, create/retain jobs, and demonstrate capital investment.

c. <u>Economic Development</u>: A coordinated course of action across all local assets and resources to facilitate the development, attraction and cultivation of innovative businesses and associated job creation to position the economy for sustained, directed growth raising the quality of living for the citizens of Tallahassee-Leon County.

d. <u>Eligible Applicant</u>: Eligible applicants under this Policy are for-profit or non-profit organizations who are currently registered with the Florida Department of State, and are headquartered in the Tallahassee – Leon County area; a unit of a state or local government in the Tallahassee – Leon County area engaged in economic development activities; and public educational institutions located in and serving the Tallahassee- Leon County area. Eligible

### Evaluation of Non-Competitive Economic Development Project Proposals Policy

applications must meet the goals of the OEV strategic plan and receive a majority vote of the IA Board for evaluation by staff.

e. <u>Intergovernmental Agency Board of Directors (IA Board)</u>: Governing body of the Blueprint Intergovernmental Agency, consisting of the City and County Commissions, as provided for in the Interlocal Agreement, and referred to herein as "IA Board".

f. <u>Non-Competitive Economic Development Project</u>: A non-competitive economic development project is an economic development project having a general public purpose which supports the improvement of the local economy within the Tallahassee – Leon County area and has demonstrated alignment with OEV's Strategic Plan, create/retain jobs, and demonstrate a capital investment into the community. The entity proposing the project is not seeking to expand or locate its operations in a different country, state, or in municipalities within the state of Florida. These projects are non-competitive as they are not relying upon the assistance of the local economic development organization and/or provision of incentives to win the project among competing jurisdictions in other cities or states.

g. <u>Office of Economic Vitality</u>: The local economic development organization for the City of Tallahassee and Leon County Government, as defined in section 288.075, Florida Statutes.

h. <u>Office of Economic Vitality Economic Development Strategic Plan</u>: The Economic Development Strategic Plan of the Office of Economic Vitality is a coordinated course of action across all local assets and resources to facilitate the development, attraction and cultivation of innovative businesses and associated job creation to position the economy for sustained, directed growth raising the quality of living for the citizens of Tallahassee-Leon County. The plan, as may be amended, containing plans or goals to enhance the quality of the local economic base, improve community "infrastructure" for economic development and develop leadership and cooperation for the implementation of a local economic development strategy.

i. <u>Targeted Industry Study</u>: Identifies four industry sectors that contribute to private sector job growth, wealth creation, and a diversification of the economy. These industries have a strong potential for growth and interconnect with each other, which maximizes resources and enhances opportunities for innovation and sustainable economic vitality. For Tallahassee-Leon County these industries include: applied sciences and innovation, manufacturing & transportation/logistics, professional services and information technology, and healthcare.

### 114.04 INELIGIBLE PROJECT PROPOSALS

The following project proposals will be deemed ineligible and will not be considered for funding:

a. Project proposals that do not have a general public purpose of improving the local economy of the Tallahassee – Leon County area, pursuant to section 212.055(2(d)(3), Florida Statutes and do not meet the goals of the economic development strategic plan,

NO.

### Evaluation of Non-Competitive Economic Development Project Proposals Policy

 $3 ext{ of } 5$ 

to create/retain jobs, and make a capital investment into the local economy.

- b. Project proposals from individuals.
- c. Project proposals from entities that are not eligible applicants as defined in section 114.03(d) of this policy.
- d. Project proposals that have not received direction from the IA Board to be reviewed and analyzed by the Office of Economic Vitality.
- e. Project proposals that propose OEV funds be used, directly or indirectly, in whole or in part, to support or oppose any political party, campaign, or candidate, or engage in lobbying the Intergovernmental Agency Board of Directors.
- f. Project proposals from applicants with documented unsatisfactory performance under prior OEV, City, County, State or Federal awards or programs. Documented unsatisfactory performance includes but is not limited to cancellation letters, notices of non-compliance, or substantiated written complaints regarding the applicant.

### 114.05 <u>CRITERIA FOR EVALUATION OF PROJECT PROPOSALS</u>

A. OEV shall use the following criteria to review and score a request for funds to support a non-competitive economic development project proposal following IA Board approval or direction to review such proposal:

1) The project's demonstrated alignment with OEV's Strategic Plan as outlined at <u>https://oevforbusiness.org/wp-content/uploads/10.12.2016-OEV-Strategic-Plan.pdf</u>, and as may be amended.

- 2) The project's demonstrated alignment with OEV's Targeted Industry Study.
- 3) The project's demonstrated ability to create or retain jobs with at least a livable wage.

4) Demonstrates a capital investment into the community for the general public purpose of improving the local economy.

5) The project's demonstrated return on investment, including the ability to improve the local economy through land/infrastructure improvements, research and development, and economic inclusion through the support of minority and women owned enterprises.

6) The project's sustainability, including the extent to which the project demonstrates support from local stakeholders (private, public, and non-profit entities, etc.) and is aligned with and integrated into other public or private investments currently ongoing or planned for the local community.

7) Submission to OEV of the following documents from the applicant supporting the applicant's organizational, financial, and management capacity:

a. Certification from the Florida Department of State, Division of Corporations as to the current corporate status of the applicant (non-profit and for-profit corporations only).

b. Copy of the Articles of Incorporation of the applicant (non-profit and for-profit corporations only).

c. Documents reflecting the organizational, management, and financial structure of the applicant (including but not limited to bank statements, filed tax returns, audited financial

### **Evaluation of Non-Competitive Economic Development Project Proposals Policy**

statements and reports, organization chart, resumes of management/leadership team responsible for project activities and deliverables).
d. Recent independent market analysis, performed at the applicant's expense, evaluating the economic development impact of the proposal to the Tallahassee – Leon County area (required for requests exceeding \$100,000).
e. Proposed budget and proposed Scope of Work for the project.
f. Detailed deliverables for the project.
8) The project's feasibility and the likelihood that the project will achieve its projected outcomes.
9) The applicant's performance under previous grant or assistance awards, including whether the applicant as a grantee submitted required performance reports, data, or deliverables.
10) Whether the project proposal, in whole or in part, is consistent with or in compliance with local, state, or federal laws, ordinances, policies, rules, and statutes, or inconsistent with or in violation of the Blueprint Intergovernmental Agency's Second Amended and Restated Interlocal Agreement, Bylaws, policies, agreements, or IA Board direction.
11) The availability of OEV funds based on other OEV project (competitive and non- competitive) funding obligations, and approved or projected budget.
12) The availability and committed nature of cost sharing by the applicant or matching funds. See section 114.07 regarding documentation of cost sharing or matching
13) Favorable programmatic review and recommendation by the Economic Vitality Leadership Council (EVLC).
REQUEST FOR CLARIFICATION, ADDITIONAL DOCUMENTATION
At any time during its review, OEV may contact the applicant or entities and persons to request any necessary additional documentation to clarify or substantiate submitted application materials, depending on the type of project proposed. OEV will provide applicants a reasonable amount of time to provide any additional documentation. Applicants agree to execute any releases to allow OEV to obtain information needed to evaluate the project proposal. Failure to provide complete and accurate supporting documentation in a timely manner when requested by OEV may impact the funding recommendation.
DOCUMENTATION OF COST SHARING OR MATCHING If applicable, the applicant must document that the matching share will: (i) be committed to the project for the period of performance, (ii) be available as needed, and (iii) not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of OEV's investment assistance. To meet these requirements, applicants must submit for each source of the matching share a commitment letter, board resolution, or equivalent document signed by an authorized representative of the organization providing the matching funds. Additional documentation may be requested by OEV to substantiate the availability of the matching funds. Documented in-kind contributions may provide the cost

### Evaluation of Non-Competitive Economic Development Project Proposals Policy

sharing or matching. Examples of in-kind contributions may include space, equipment, services, or forgiveness or assumptions of debt.

### 114.08 <u>FUNDING RECOMMENDATION</u>

A. Based on the scoring of the criteria contained in this Policy, OEV shall prepare funding recommendations to fund or not fund the non-competitive economic development project proposal. Recommendations to fund may be for an amount less than the amount requested by the applicant. All recommendations shall be in writing and submitted by Agenda Item at a scheduled IA Board meeting.

B. Approval or disapproval to fund a project proposal shall be granted by the IA Board based on the recommendation of OEV, and on the availability of funding.

C. If a non-competitive economic development project proposal is selected for funding, an agreement with specific terms, conditions, tasks, or deliverables will be entered into by the applicant. By signing the agreement the applicant agrees to comply with all provisions. If an applicant is awarded funding, neither OEV nor the IA Board have any obligation to provide additional funding in connection with that award or to make any future award(s). Amendment of an agreement to extend the period of performance is at the discretion of OEV.

### 114.09 FORMS AND OTHER DOCUMENTS

OEV shall have the authority to develop and use forms, agreements, scoring matrix, and other documents necessary to implement the requirements of this policy.

### 114.10 <u>EFFECTIVE DATE</u>

This policy shall be effective on September 27, 2021, upon approval of the IA Board.

### Leon County Board of County Commissioners

Notes for Agenda Item #16

## Leon County Board of County Commissioners

### Agenda Item #16

**January 25, 2022** 

То:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Annual Status Report on the Leon County Water Quality Monitoring Program

<b>Review and Approval:</b>	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 Johnny Richardson, Water Resource Scientist

### **Statement of Issue:**

This item seeks Board acceptance of the 2021 Annual Status Report on the Leon County Water Quality Monitoring Program. The Monitoring Program demonstrates Leon County's efforts as a responsible environmental steward of natural resources and environmental beauty.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the 2021 Annual Status Report on the Leon County Water Quality Monitoring Program (Attachment #1).

### **Report and Discussion**

### **Background:**

This item seeks Board acceptance of the 2021 Annual Status Report on the Leon County Water Quality Monitoring Program (Attachment #1). The 2021 Annual Report reflects the water quality sampling data collected from January through December 2020. Upon receiving the laboratory results from the samplings, the data is reviewed for quality control and assurance before being analyzed and compiled for the Annual Report. The information contained in the report is provided to the appropriate State and Federal regulatory agencies on an ongoing basis in support of permit requirements. Additionally, the information in the report is utilized by staff in making future recommendations related to capital project funding in support of maintaining healthy water bodies. To ensure the greatest access, the full water quality report can also be found at <u>www.LeonCountyWater.org</u> once it has been accepted by the Board.

In 1988, the FSU Center for Aquatic Research and Resource Management undertook sampling of various Leon County lakes and stormwater ponds to document the response of natural lakes to stormwater runoff. Beginning in 1991, Leon County provided grant funding when the research focused on Lakes Jackson, Hall, Ella, Lafayette, McBride/No-Name Pond, Munson, and Talquin. In 1996, the County standardized the sampling program and solicited bids for the work. The first Leon County contract for ambient water quality monitoring was awarded in April 1998 and required monthly sampling of 13 lakes.

Since 1996, the Public Works Department sampled stormwater runoff as required by the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit. The permit requires sampling of streams, stormwater facilities, and sediment to document the impacts of stormwater runoff on the natural waterbodies.

The ambient and stormwater sampling programs were consolidated in 2005. The program includes quarterly water quality sampling along with annual sediment and biological assessments of 12 lakes, 27 streams, and 2 rivers, for a total of 70 stations (Attachment #2). Field sampling efforts were moved in-house in FY 2010 to reduce program expense; however, laboratory analysis continues to be contracted.

The Water Resources Committee was briefed by County staff regarding the 2021 Annual Status Report on the Leon County Water Quality Monitoring Program at its December 6, 2021 meeting.

### Analysis:

Leon County is home to 36 watersheds (also known as drainage basins) that ultimately lead to large bodies of water, including Wakulla Springs and the Ochlockonee and St. Marks Rivers. A watershed, or drainage basin, is the area of land that drains to a waterbody or directly to the Floridan aquifer, which is a main source of drinking water. In Leon County, this waterbody could be a lake, river, creek, or sinkhole. Watersheds are formed by the natural ridges and depressions of the Earth's surface and can be very small or very large depending on the area.

The watersheds in Leon County contain many streams and lakes which are in excellent health and fully comply with the standards established by the State and Federal governments. These are largely in the undeveloped portions of the unincorporated area of the County. Development or increasing density of existing development can have impacts on nutrients and sediment loads in the streams and lakes. As such, retrofit of the existing development and drainage network may be needed to aid in the recovery of the impacted streams, lakes, and wetlands. This Water Quality Report provides information on where land use management will maintain the high-quality systems and where capital projects may be needed to restore County lakes, streams, and wetlands.

### Data Collected:

The current program collects quarterly data on approximately 39 water quality parameters at each of the stations. The annual lake sediment analysis involves six laboratory parameters.

### Use of data:

The program data allows the County to monitor the ecosystem health of the lakes, streams, and rivers of Leon County. This is necessary to document waterbody conditions for potential Total Maximum Daily Load (TMDL) consideration, identify the most effective means of stormwater management, and guide appropriate land use decisions. The data is entered into the Florida Watershed Information Network (WIN) database for use by local, state, and federal agencies.

Leon County's Water Quality Monitoring Program is the primary source of data for the Florida Department of Environmental Protection (FDEP) and the U.S. Environmental Protection Agency (USEPA) TMDL programs regarding waterbodies in the unincorporated area of the County. This is based on the volume of data collected historically, as well as the number of lakes and streams sampled. Long-term data is critical to identify trends in waterbody health, and Leon County's program is one of the very few comprehensive County programs in Florida. Further, the County's program is the only systematic effort to monitor the health of waterbodies in the unincorporated areas of the County.

The extensive monitoring network also measures the impact of development in the unincorporated area. Local corrective action could be taken, if needed, to address water quality or habitat impacts before the waterbody is identified for state or federal action. Corrective action could range from modifying future land use designations to developing a capital project to reduce pollutant loads in sensitive areas. A comprehensive land use analysis in the contributing area of a waterbody is one of the tools used to plan corrective actions. A geographic information system (GIS) land use analysis of contributing areas in Leon and adjacent counties, as well as Georgia, provides information on the extent and location of development affecting County surface waters. This information is used to select either retrofit activities to address historic development or development restrictions to address water quality concerns.

### Areas of Concern:

Threats to surface water health continue to be an issue throughout the state, ranging from toxic blue-green algal blooms and excessive invasive exotic aquatic vegetation preventing access to boaters due to nutrient pollution, to beach closures resulting from red tide. The nutrient pollution

has been tied to agriculture runoff, Onsite Sewage Treatment and Disposal Systems (OSTDS) runoff, and sanitary sewer system discharges.

Intermittent algal blooms remain a problem for local lakes in Leon County. Algal blooms in Lakes Munson, Piney Z, Talquin and Upper Lake Lafayette were observed in 2020. The blooms appear to be weather-related, occurring more frequently when the rainfall amounts are low, and the temperature is above normal for extended periods. The blooms can occur with or without toxins. FDEP continues to investigate for the presence of toxins throughout Florida, including Leon County.

Lake Munson has been a long-standing lake of concern. The lake has a history of severe water quality and ecological problems. While Lake Munson remains a concern, nutrient and chlorophylla values appear to be improving and did not exceed state numeric nutrient criteria limits in 2020. Staff finds that a combination of upstream nutrient reduction and the re-establishment of aquatic vegetation in the lake are contributing to the reduction of chlorophyll-a and water column nutrients. State agencies performed fish tissue sampling in 2019 to revisit the need to continue the fish consumption advisories for polychlorinated biphenyls (PCBs) for Lake Munson. The Florida Department of Health determined that PCB levels in fish tissues were at very low levels and that current mercury fish consumption advisories would protect human health.

Another continuing issue of concern relates to potential bacterial contamination from human waste, either from OSTDS or sanitary sewer system discharges. Several creeks in Leon County have a history of fecal coliform levels exceeding state standards. *Escherichia coli* (*E. coli*), a subset of the fecal coliform group, is used to determine if a waterbody has been contaminated. Sources of *E. coli* contamination can include the following: direct deposition by wildlife or pets; wastewater treatment outfalls; septic tank runoff; or diffuse sources such as runoff from fields where livestock waste has been applied.

Leon County staff has noted that high *E. coli* levels have been recorded in several creeks throughout the County. The elevated bacteria levels have been discussed with the appropriate utilities and FDEP. Leon County continues to work with FDEP to further investigate these problem waterbodies. In some cases, creeks in less developed areas, such as Harvey Creek, had *E. coli* exceedances that were initially assumed to be attributed to wildlife, while urbanized areas such as Lexington Creek *E. coli* exceedances may have been due to faulty OSTDS or sewer system problems. The initial results of FDEP's Microbial Source Tracking (MST) analyses suggest that *E. coli* sources of Lexington, East Black, Polk, and Harvey Creeks' exceedances are human in origin vs. natural (i.e. wildlife sources). In response to MST analyses, Leon County has established additional sampling stations at both Polk and Harvey Creeks to bracket potential sources of pollution. East Black Creek sampling continues, and *E. coli* levels have not exceeded water quality standards since the 2nd quarter of 2018. As part of its normal inspection, the City of Tallahassee undertook the rehabilitation of the sewer lines in the immediate area of Lexington Creek where there have been no *E. coli* exceedances since the 3rd quarter of 2018.

As the data collection program continues to mature, it will serve as a key component of the County's environmental stewardship efforts and guide the County's focus on problem areas to

formulate policy recommendations to the Board, develop capital improvements to enhance water quality, and demonstrate quantifiable improvements resulting from those efforts. The additional analysis needed to pursue Lake Munson TMDL compliance is the current focus for the Water Quality Monitoring Program.

The broadest distribution of the water quality data and report can be achieved by using the Leon County website. As a result, the full water quality report can be accessed on the County website at: <a href="http://www.LeonCountyWater.org">www.LeonCountyWater.org</a>. The website is designed with an emphasis on the user experience which encourages the exploration of the County's rivers, lakes and campsites, as well as providing convenient access to water quality reports and interactive maps that demonstrate how personal pollution carried by a single drop of water impacts water quality.

### **Options:**

- 1. Accept the 2021 Annual Status Report on the Leon County Water Quality Monitoring Program (Attachment #1).
- 2. Do not accept the 2021 Annual Status Report on the Leon County Water Quality Monitoring Program.
- 3. Board direction.

### **Recommendation:**

Option #1

### Attachments:

- 1. 2021 Water Quality Monitoring Program Status Report
- 2. Location Map Leon County Water Quality Stations



## Water Quality Report For Selected Lakes and Streams

### Leon County Public Works Division of Engineering Services

Prepared Under the Direction of Johnny Richardson Water Resource Scientist

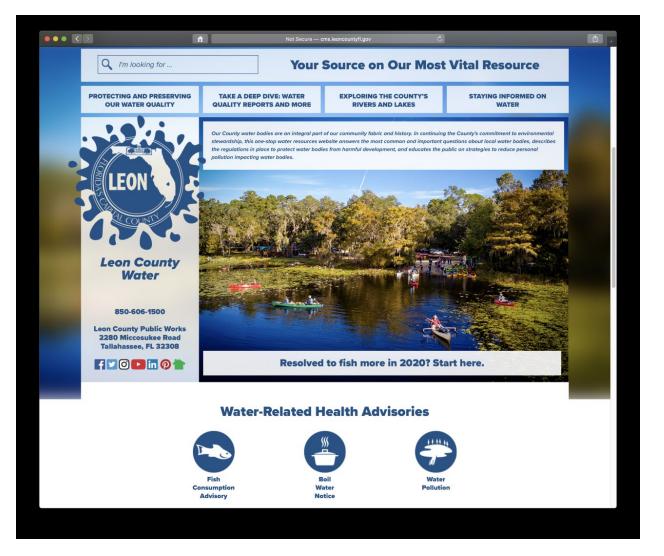
## December 2021

(Water Quality Data collected through December of 2020)

In continuing the County's commitment to environmental stewardship, LeonCountyWater.org, a one-stop water resources website, answers the most common and important questions about local water bodies, describes the regulations in place to protect water bodies from harmful development and educates the public on strategies to reduce personal pollution impacting water bodies.

Visit Leon County's one-stop water resources website to:

- See important and timely health advisories such as fish kills, algal blooms and boil water notices.
- Learn about the health of our County's many precious water bodies and the actions of our County team to preserve them.
- Review regulations in place that protect our water bodies from harmful development.
- Discover ways to reduce personal pollution affecting our water quality.



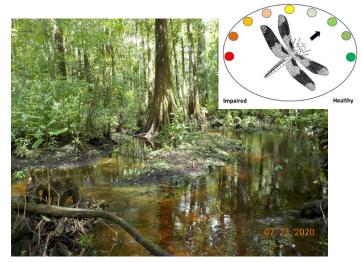
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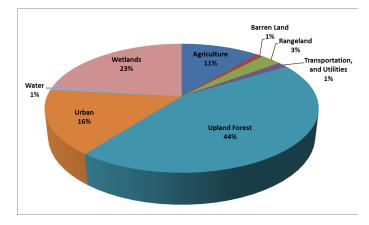
# Waterbody: Northeast Black Creek



# **Basin: Bird Sink**

Northeast Black Creek is a tannic, acidic, predominantly nitrogen-limited stream located in northeastern Leon County. The stream forms near Centerville Road and the Chemonie Plantation subdivision and flows southeast through the Miccosukee Land Cooperative before crossing under Capitola Road. The creek then turns northeast to join Still Creek and then flows into Bird Sink.

As shown in the following pie chart, approximately 31% of the 15,783-acre watershed is comprised of urban, agriculture/rangeland, transportation, and utilities land uses. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



#### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Due to ongoing beaver activity, station BC1 is no longer sampled. Leon County staff continue to evaluate the hydrological and plant community changes that are occurring in this section.

### Methods

Surface water samples were collected to determine the health of Northeast Black Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

### Results

## Nutrients

According to FDEP requirements, four temporally independent samples per year are required to be collected to fulfill data requirements for the Numeric Nutrient Criteria (NNC) thresholds. Unfortunately, due to stagnant streamflow conditions not suitable for sampling, collecting the amount of data required by FDEP has been difficult (Tables 1 and 2). The NNC (based on a geometric mean) has never been exceeded during the period of record.

For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total phosphorus or total nitrogen. Elevated nutrient values during the 2<sup>nd</sup> quarter of 2020 were the result of a localized 0.57inch rainfall event that occurred two days before the sampling event. The associated runoff pushed nutrient laden material into the stream, causing a temporary increase in nutrients.

**Table 1.** FDEP's total phosphorus criteria for streams applied to Northeast Black Creek. Due to conditions not suitable for sampling, the state numeric nutrient criteria data requirements could not always be calculated for stations during the period of record.

Northeast	Instream Protection Criteria TP						
Black	(0.18 mg/L)						
Creek							
Year	BC1	BC2M	BC3	BC4			
2006	-	-	-	-			
2007	0.18	-	-	-			
2008		-	-	-			
2009	0.08	-	0.07	0.06			
2010	0.08	-	-	-			
2011-2012	-	-	-	-			
2013	0.08	0.09	0.07	0.07			
2014	-	-	-	-			
2015	-	-	0.06	-			
2016-2017	-	-	-	-			
2018	-	-	0.07	0.03			
2019	-	-	-	-			
2020		0.08					

**Table 2.** FDEP's total nitrogen criteria for streams applied to Northeast

 Black Creek. Due to conditions not suitable for sampling, the state numeric nutrient criteria data requirements could not always be calculated

 for stations during the period of record.

Northeast	Instream Protection Criteria TN					
Black	(1.03 mg/L)					
Creek						
Year	BC1	BC2M	BC3	BC4		
2006	0.36	-	-	-		
2007	-	-	-	-		
2008	-	-	-	-		
2009	0.27	-	0.69	0.72		
2010	0.41	-	-	-		
2011-2012	-	-	-	-		
2013	0.40	0.71	0.61	0.47		
2014	-	-	-	-		
2015	-	-	0.66	-		
2016-2017	-	-	-	-		
2018	-	-	0.64	0.68		
2019	-	-	-	-		
2020		0.78				

### Escherichia coli (E. coli)

The *E. coli* water quality limit of > 410 in 10% of samples collected over a thirty-day period was exceeded several times at stations BC2M, BC3 and BC4 (Figure 3) but has not exceeded the Class III water quality standard since the  $2^{nd}$  quarter of 2018. Based on anthropogenic land use, FDEP considers the exceedances possibly the result of residential development in the watershed (e.g., improperly functioning septic tanks). Other causes could be wild animals and/or agriculture.

### Dissolved Oxygen

As Figure 4 shows, Northeast Black Creek stations occasionally did not meet the Class III criteria for dissolved oxygen (DO). Staff believes that this is a natural condition for this location, since the creek is a low gradient blackwater stream that drains wetlands.

### Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

## Conclusions

Based on ongoing sampling, Northeast Black Creek met the nutrient thresholds for the East Panhandle Region. Occasionally the stations did not meet the Class III criteria for DO. This is the result of normally low DO in low gradient, wetland fed systems like this stream. The *E. coli* water quality limit was exceeded several times during the period of record but has not been exceeded since the 2<sup>nd</sup> quarter of 2018. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

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#### Contact and resources for more information

#### www.LeonCountyWater.org

# <u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Stations BC2M, BC3 and BC4.</u>

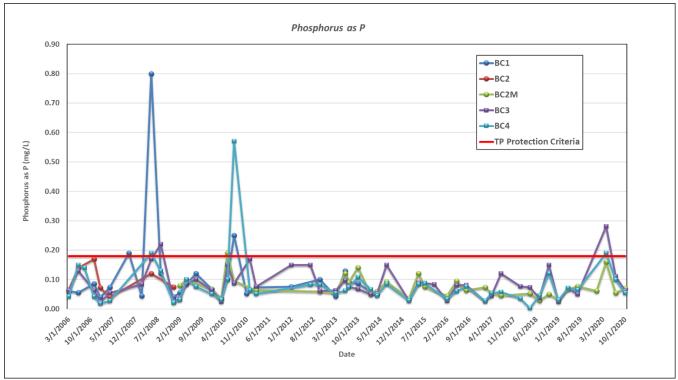
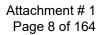


Figure 1. Total phosphorus results for Northeast Black Creek.



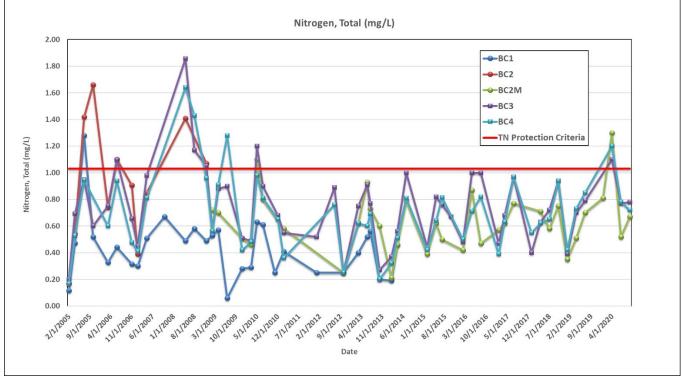


Figure 2. Total nitrogen results for Northeast Black Creek.

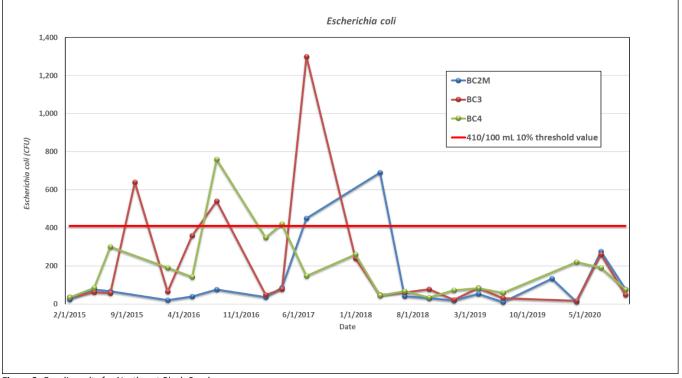


Figure 3. E. coli results for Northeast Black Creek.

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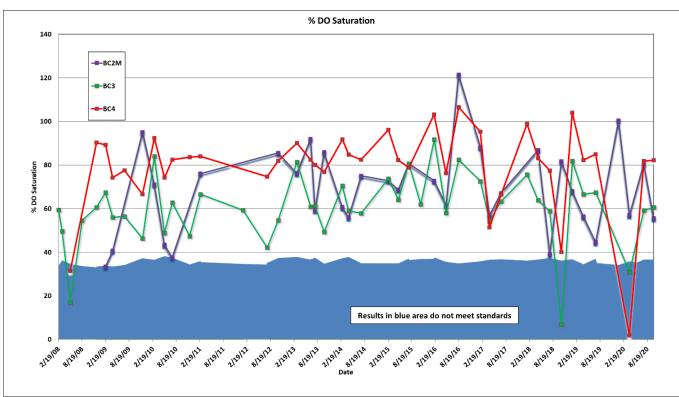


Figure 4. Dissolved Oxygen Percent Saturation results for Northeast Black Creek.

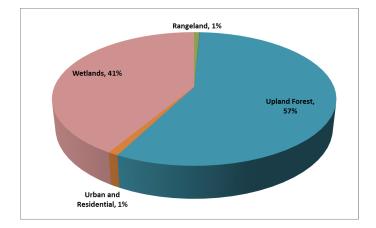
# Waterbody: Fisher Creek



# **Basin: Fisher Creek**

Located in the Apalachicola National Forest, Fisher Creek is a phosphorus-limited, naturally dark, tannic stream in southwestern Leon County. The stream eventually enters the Floridan aquifer via a sink located in the Leon Sinks Recreation Area. Dye trace studies have linked this sink to Wakulla Springs.

While the following pie chart shows the majority of the 17,984-acre watershed is relatively undeveloped, urban, residential, and rangeland land uses make up approximately 2% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but

excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

### Methods

Surface water sampling was conducted to determine the health of Fisher Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

### Results

### Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC), expressed as an annual geometric mean, cannot be exceeded more than once in a three-year period. When viewing Table 1, the absence of a number means there were not enough data collected (due to lack of water or low water levels) to calculate a result. When data requirements were met (e.g., four samples collected in a calendar year), nutrient values were shown to not exceed the state criteria. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). Individual values did not exceed the instream criteria for total phosphorus and rarely exceeded total nitrogen criteria. **Table 1.** FDEP's total nitrogen and phosphorus criteria for streams applied to Fisher Creek.

Fisher Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	-	-
2008	0.48	0.01
2009	0.44	0.01
2010	0.61	0.01
2011- 2012	-	-
2013	0.65	0.01
2014	0.75	0.01
2015	0.68	0.01
2016	-	-
2017	0.68	0.01
2018	0.79	0.01
2019	-	-
2020	0.67	0.01

### **Other Parameters**

Other water quality parameters appear to be normal for the area and no impairments were noted.

### Conclusions

Based on ongoing sampling, Fisher Creek met the nutrient thresholds for the Big Bend Bioregion. All other water quality parameters appear to be normal.

Thank you for your interest in maintaining the water quality of Leon County's aquatic resources. Please feel free to contact us if you have any questions.

### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> 50.

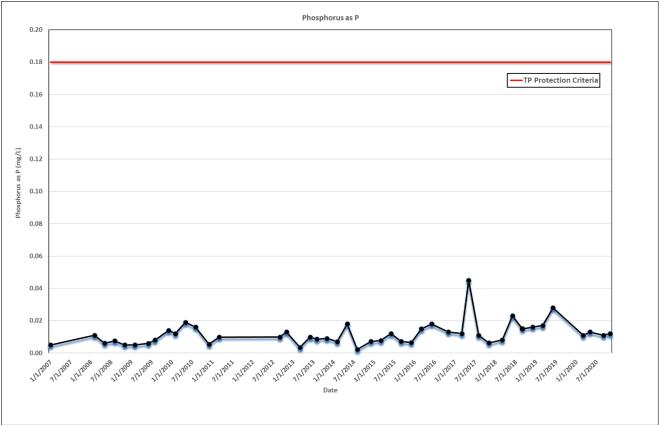


Figure 1. Total phosphorus results for Fisher Creek.

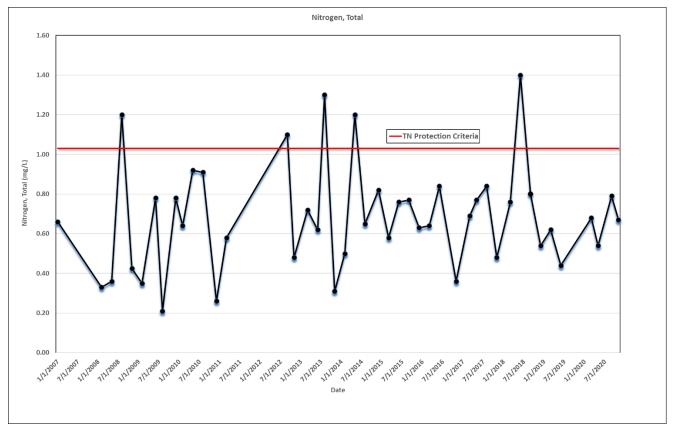
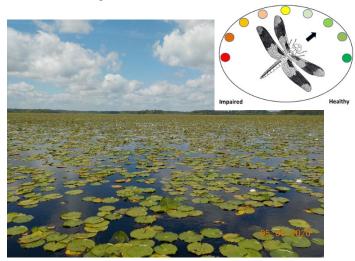


Figure 2. Total nitrogen results for Fisher Creek.

# Waterbody: Lake Iamonia

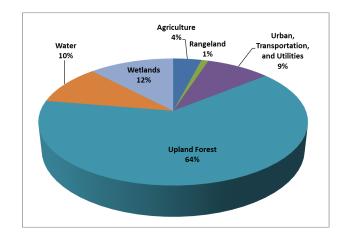


# **Basin: Lake Iamonia**

Lake lamonia is an approximately 5,554 acre, shallow, flat-bottomed, phosphorus-limited, prairie lake located in northern Leon County. Drastic water level fluctuations occur from discharge to the sinkhole and receiving floodwaters from the Ochlockonee River. Various control structures have been constructed (and ultimately dismantled) to attempt to control water level fluctuations.

Starting in the early 1900's, various management practices, especially water-level stabilization and changes in land use, have led to the overabundance of aquatic plants and the accumulation of organic sediment in Lake Iamonia which impede recreational usage and threaten its fish, wildlife, and ecosystem integrity. One of the largest modifications occurred in 1939, when an earthen dam was constructed to isolate the 20-acre sink basin from the lake. Other modifications continued, with the latest being the removal of two gates that were formerly used to control water levels. Prior to their removal in 2007, the gates had remained open since 1980, because the Northwest Florida Water Management District deemed the dam to be unsafe for impounding water. These latest modifications have been performed to protect the public and to allow the lake to have more naturally fluctuating water levels. Water quality monitoring continues to be used to evaluate the long-term health of the lake.

As shown in the following pie chart, approximately 14% of land use in the 66,727-acre Lake lamonia basin is agriculture, rangeland, urban, utilities or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



## Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of nuisance exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water and sediment sampling were conducted to determine the health of Lake Iamonia and met the requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

### Dissolved Oxygen (DO)

As Figure 1 shows, Lake Iamonia often did not meet the state DO criteria. This was not unexpected, since all stations are shallow (usually less than 2.0 meters) and are normally covered with vegetation, which prevents rapid water exchange with the larger area of the lake and limits the air/water gas exchange. Plant respiration (samples were often taken in the morning hours) and sediment oxygen demand also contributed to the low DO saturation values. Staff considers this a natural condition for Lake Iamonia.

#### **Fish Consumption Advisory**

The Florida Department of Health has issued consumption limits for certain fish in Lake Iamonia due to elevated levels of mercury.

# <u>Click here for more information about fish consump-</u> tion advisories in Leon County.

#### Nutrients

During the sampling period (2004-2020), several stations were inaccessible due to drought. Sinkhole activity and drought prevented staff from collecting samples in 2012. When viewing tables and figures, the absence of data means there was not enough data collected (due to lack of water) to fulfill data requirements.

The nutrient thresholds and results are found in Table 1. Due to low water conditions, FDEP data requirements for the Numeric Nutrient Criteria could not be met for 2011 through 2012.

While state numeric nutrient criteria were not exceeded during the period of record, the elevated chlorophyll-*a* results in 2013 and 2015 should be noted.

During the August 2020 sampling event, the chlorophyll-*a* level (27.7  $\mu$ g/L) at station LI1B was extremely high for this lake. Other stations during

the same event ranged from 2.7 to 5.3  $\mu$ g/L. It is unknown why the chlorophyll-*a* level varied so much from the other stations.

**Table 1.** FDEP's chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake lamonia. Due to low water, the numeric nutrient criteria data requirements could not be calculated for years 2011-2012.

		Total	Total
Colored Lakes	Chlorophyll- <i>a</i> 20.0 μg/L	Nitrogen Threshold 1.27-2.23 mg/L	Phosphorus Threshold 0.05-0.16 mg/L
2004	1.7	0.41	0.01
2005	3.9	0.48	0.01
2006	1.8	0.57	0.02
2007	5.0	0.90	0.02
2008	6.1	1.11	0.04
2009	5.8	0.53	0.02
2010	5.6	0.69	0.02
2011-	-	-	-
2012			
2013	14.52	0.72	0.04
2014	3.26	0.75	0.03
2015	15.4	0.61	0.04
2016	8.8	0.60	0.02
2017	7.1	0.60	0.02
2018	6.8	0.60	0.03
2019	6.2	0.50	0.02
2020	4.5	0.50	0.02

#### **Other Parameters**

As Figure 2 shows, biochemical oxygen demand (BOD) levels have and continue to fluctuate over time; 2020 levels ranged from detection levels (normally 2.0 mg/L) to a high of 7.1 mg/L at station IA8 during the November 2020 sampling event. As mentioned previously, Lake lamonia is relatively shallow: average bottom depth in 2020 was 1.06 meters. The large amount of naturally occurring coarse particulate organic material (CPOM) on the lake bottom is more readily disturbed by wind and wave action in a system as shallow as Lake lamonia. This led the CPOM to resuspend in the water

column, leading to an increase in potential microbial activity (i.e. higher BOD levels).

Other parameters appeared to be normal for the area and no other impairments were noted.

#### Conclusions

Based on ongoing sampling, Lake Iamonia met the nutrient thresholds for the East Panhandle Region. DO criteria were not met, but staff considers the low DO results a natural condition.

BOD levels continue to fluctuate. The large amount of naturally occurring CPOM on the lake bottom is more readily disturbed by wind and wave action in shallower systems. The shallow water levels led to CPOM resuspending in the water column, leading to an increase in BOD levels.

Chlorophyll-*a* levels were extremely elevated at one station during the August 2020 sampling event. It is unknown at the reason behind this elevated level.

Other parameters appeared normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Sites</u> IA2, IA4, IA6, IA7, IA8 and LI1B.

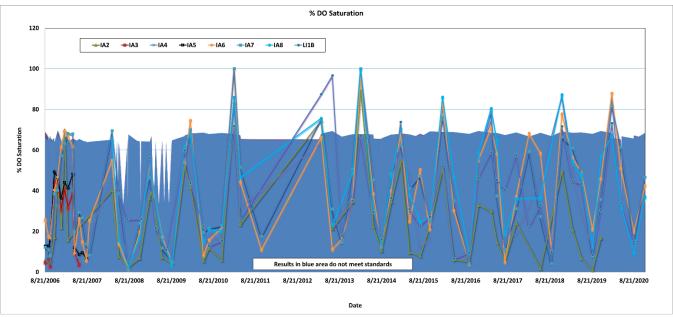


Figure 1. Dissolved Oxygen Percent Saturation results for Lake Iamonia.

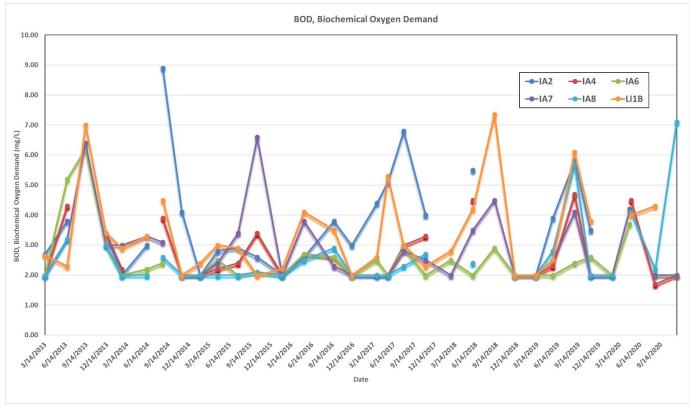
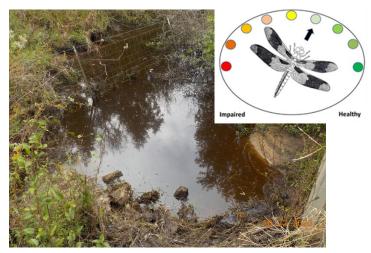


Figure 2. Biochemical Oxygen Demand (BOD) results for Lake Iamonia.

# Waterbody: Plantation Stream



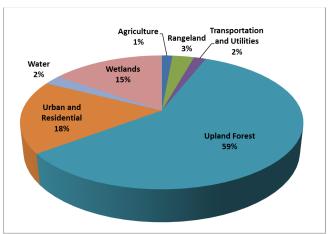
# **Basin: Lake Iamonia**

Plantation Stream discharges from the Centerville watershed, essentially bounded by Proctor Road and Pisgah Church Road at Centerville Road, continuing west under Thomasville Road, before discharging into Lake Iamonia. The Centerville Conservation Community and Baker Place Subdivisions are located within the watershed. Most of the waterbodies are former farm ponds that were used for dairy and other agriculture practices.

While the following pie chart shows the majority of the 3,996-acre watershed is relatively undeveloped, agriculture, rangeland, transportation, utilities, and urban and residential uses make up approximately 24% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.



## Methods

Surface water sampling was conducted to determine the health of Plantation Stream and met the requirements of the Florida Department of Environmental Protection (FDEP).

### Results

### Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions and beaver activity, four temporally independent samples per year have not been collected from this station since 2011, and no samples were collected in 2020. During years which met the minimum number of sampling events required to apply NNC, the state criteria were not exceeded for either parameter. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total phosphorus or total nitrogen.

**Table 1.** FDEP's total nitrogen and phosphorus criteria for streams applied to Plantation Stream. The absence of data means there was not enough data collected to fulfill data requirements.

Plantation Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006- 2007	-	-
2008	0.73	0.09
2009	0.21	0.07
2010	0.61	0.07
2011-2020	-	-

### Dissolved Oxygen (DO)

As Figure 3 shows, Plantation Stream has seldom met the Class III criteria for DO. This is the result of normally low dissolved oxygen in low gradient, low flow systems like this stream. Another contributing source of naturally low oxygenated water to this stream is input from a nearby wetland.

### Escherichia coli (E. coli)

The *E. coli* water quality limit > 410 in 10% of samples collected over a thirty-day period was exceeded for the  $3^{rd}$  (830/100 mL) quarter of 2016. The elevated *E. coli* levels could possibly be the result of wild-life or faulty septic tanks in the area. The *E. coli* level has not exceeded water quality standards since 2016.

#### **Other Parameters**

Other water quality parameters appear to be normal for the area and no impairments were noted.

### Conclusions

Due to low water conditions and beaver activity, four temporally independent samples per year have not been collected from this station since 2011, and no samples were collected in 2020.

Based on the samples collected, Plantation Stream appeared to meet the nutrient thresholds for the Big

Bend Bioregion. While DO results did not always meet Class III water quality standards, low gradient low flow streams normally have low DO values which, in this case, were further exacerbated by input from the adjacent wetland. The *E. coli* water quality limit has not been exceeded since 2016. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> stations sampled in 2020.

## <u>Click here for a map of the watershed – Sample Site</u> 20.

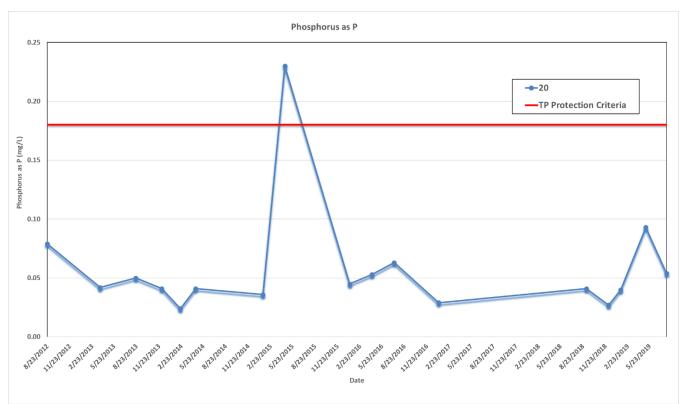


Figure 1. Total phosphorus results for Plantation Stream.

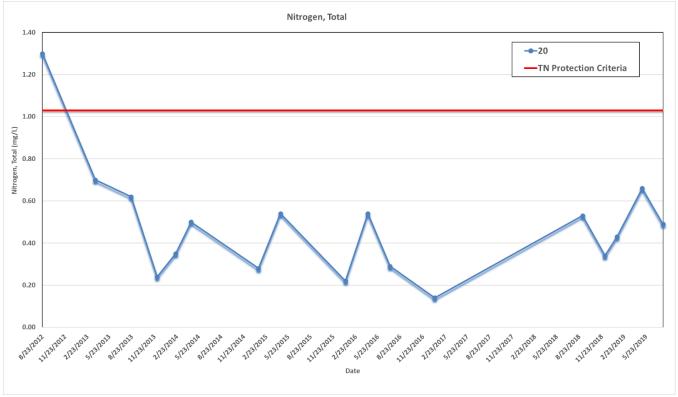


Figure 2. Total nitrogen results for Plantation Stream.

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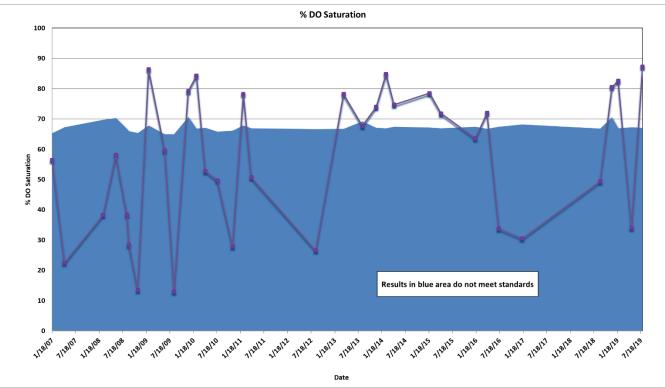
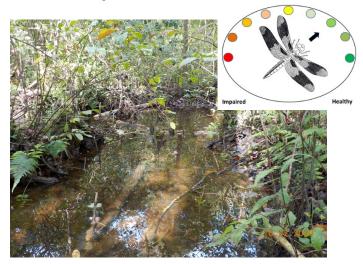


Figure 3. Dissolved Oxygen Percent Saturation results for Plantation Stream.

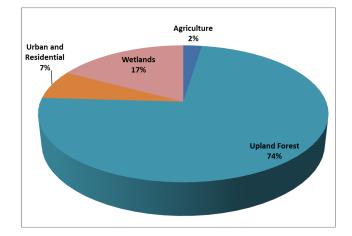
# Waterbody: Tall Timbers Creek



# **Basin: Lake Iamonia**

Tall Timbers Creek is a tannic stream located in northwestern Leon County. The stream flows south under County Road 12 through the Tall Timbers Research Station and Land Conservancy, eventually entering Lake lamonia on the north shore of the lake.

While the following pie chart shows the majority of the 80-acre watershed upstream of the sample station is relatively undeveloped, agriculture, urban and residential uses make up approximately 9% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

### Methods

Surface water sampling was conducted to determine the health of Tall Timbers Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

## Results

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. When viewing Table 1, the absence of a number means there were not enough data collected (due to lack of water or low water levels) to calculate a result. When data requirements were met (e.g., four samples collected in a calendar year), nutrient values were shown to not exceed the state criteria.

## Dissolved Oxygen (DO)

As Figure 1 shows, Tall Timbers Creek seldom met the Class III criteria for DO. Low gradient, tannic streams typically have low DO levels which can be further exacerbated by low water conditions.

#### Escherichia coli (E. coli)

The *E. coli* water quality limit of > 410 in 10% of samples collected over a 30-day period was exceeded for the  $2^{nd}$  (650/100 mL) quarter of 2017. The September 2018 result, while relatively high (310/100 mL), did not exceed the criteria. Since the watershed is relatively undeveloped, elevated *E. coli* levels are probably the result of wildlife in the area. There have been no exceedances since the September 2018 result.

**Table 1.** FDEP's total nitrogen and phosphorus criteria forstreams applied to Tall Timbers Creek. The absence of datameans there was not enough data collected (due to lack of wa-ter) to fulfill data requirements.

Tall Timbers Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006- 2007	-	-
2008	0.22	0.03
2009	0.17	0.04
2010	0.23	0.04
2011- 2012	-	-
2013	0.11	0.03
2014	0.21	0.02
2015	0.24	0.06
2016	0.13	0.02
2017	0.13	0.03
2018	0.22	0.04
2019	0.28	0.04
2020	-	-

#### Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Stream Condition Index

The Stream Condition Index (SCI) score was healthy, although the score this year is about 15 points lower than the previous SCI score from 2017. This result may be related to the very dry spring and late summer, and the associated low flow conditions within the system at that time. A total of 56 taxa were recorded, with 25 being chironomid species. The most abundant single taxa collected was the mayfly Habrophlebiodes brunneipennis. Both long-lived and sensitive taxa were represented in the SCI sample with 5.4% of taxa being long-lived (three taxa) and 12.5% being sensitive (seven taxa). The Ephemeroptera, Plecoptera, Trichoptera (EPT) fauna are widely regarded as the groups of aquatic insects that contain many pollution sensitive taxa. In total, four EPT taxa were recovered in the SCI. Compared to the 2017 sampling, long-lived taxa were reduced from four to three and sensitive taxa were reduced from ten to seven. Contributing to these reductions are the absence in 2020 of the trichopterans Diplectrona modesta and Lype diversa, both of which were present in the 2017 collection. However, of note is the continued presence of the long-lived and sensitive trichopteran Heteroplectron americanum, a species that is not common in Florida and appears confined to small, often spring fed ravine streams of the panhandle. The Florida population of Heteroplectron americanum represents a disjunct distribution between the southern Appalachians and the Florida panhandle. In addition, a new record for Florida was established by the recovery of the heteropteran Sigara virginiensis, representing a range extension from the previously identified southern limit of Georgia and the Carolinas.

The Habitat Assessment score characterizes the stream in the high suboptimal to low optimal category. The only physical negatives reported for this sampling period was minor smothering of some habitats by iron sulfur bacteria in the lower half of the transect reach, backwater pooling in the upper portion of the reach, and significant exotic vegetation in the understory of the riparian floodplain. Table 3. Stream Condition Index results for Tall Timbers Creek.

Tall Timbers Creek	Rep 1	Rep 2
Stream Condition Index Metrics Scores		
Total Taxa	8.21	7.86
Ephemeroptera Taxa	1.25	1.25
Trichoptera Taxa	1.11	0
% Filter Feeder	0.79	1.16
Long-lived Taxa	8	6
Clinger Taxa	2	2
% Dominance	7.85	8.38
% Tanytarsini Taxa	7.72	7.79
Sensitive Taxa	4	2.67
% Tolerant Taxa	2.52	2.61
SCI Vial Score	48.28	44.13
Stream Condition Index Score	46	
Score Interpretation	Healthy	

Table 4. Habitat Assessment results for Tall Timbers Creek.

Tall Timbers Creek	Score	Category	
Substrate Diversity	14	Optimal	
Substrate Availability	12	Marginal	
Water Velocity	13	Suboptimal	
Habitat Smothering	15	Marginal	
Artificial Channelization	20	Optimal	
Bank Stability	10, 10	Optimal, Optimal	
Riparian Zone Width	10, 10	Optimal, Optimal	
Riparian Vegetation Quality	8, 8	Optimal, Optimal	
Final Habitat Assessment Score	130		
Interpretation	Suboptimal		

### Conclusions

Based on ongoing sampling, Tall Timbers Creek met the nutrient thresholds for the Panhandle East Region. While DO results did not meet Class III water quality standards, low gradient tannic streams normally have low DO values which, in this case, were further exacerbated by the typically low flow conditions. The SCI score was healthy, and the Habitat Assessment score characterizes the stream in the high suboptimal to low optimal category. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> stations sampled in 2020.

<u>Click here for a map of the watershed – Sample Site</u> <u>66.</u>

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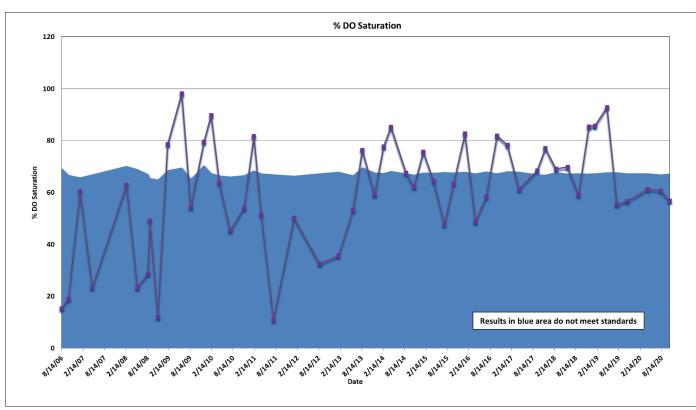


Figure 1. Dissolved Oxygen Percent Saturation results for Tall Timbers Creek.

# Waterbody: Jackson Heights Creek



# **Basin: Lake Jackson**

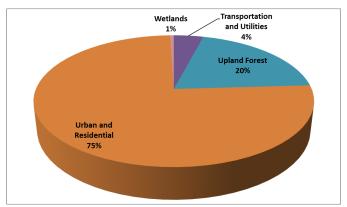
Jackson Heights Creek is a heavily altered stream located off Hwy 27 in northern Leon County. The stream receives runoff from the Parkhill and Greenwood Hills subdivisions, and then continues north through Lake Jackson Heights and Harbinwood subdivisions before finally entering Lake Jackson. This watershed, with residential development dating from the 1950's, displays impacts from channelized flow and aging septic tanks. Sampling was intermittent from February 2007 through October 2008, due to low flow conditions and stormwater facility construction in the channel. The stormwater facility was constructed to mitigate development impacts and to benefit both the creek and Lake Jackson.

A sinkhole opened upstream of Jackson Heights Creek in a County stormwater facility in December 2018, causing low water conditions downstream of the feature. Because of the conditions, Leon County staff only collected one water quality sample in 2019 (January 24<sup>th</sup>). The sinkhole was filled, and the repairs completed in March 2020.

As shown in the following pie chart, transportation, utilities, urban and residential land uses make up approximately 79% of the 459-acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other



contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

In late 2006, the U.S. Environmental Protection Agency (USEPA) set a TMDL target for total phosphorus of 0.15 mg/L, a 35% reduction of the previous existing concentration of 0.23 mg/L.

### Methods

Surface water samples were collected to determine the health of Jackson Heights Creek and met the requirements of the Florida Department of Environmental Protection (FDEP). Due to low water conditions, several stations were dry or "puddled" during the sampling period. When viewing tables and figures, the absence of data means there was not enough data collected due to low water level conditions to fulfill data requirements.

#### Results

#### Nutrients

E

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Thresholds were never exceeded during the period of record.

Table	1.	FDEP's	total	nitrogen	and	phosphorus	criteria	for
streams applied to Jackson Heights Creek.								

Jackson Heights Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2009	0.38	0.09
2010	0.56	0.12
2011- 2012	-	-
2013	0.30	0.08
2014	0.32	0.09
2015	-	-
2016	0.43	0.10
2017	0.39	0.09
2018	0.43	0.16
2019-2020	-	-

As mentioned previously, USEPA set a TMDL target for total phosphorus of 0.15 mg/L, a 35% reduction of the previous existing concentration of 0.23 mg/L. During the 2006-2020 sampling period, total phosphorus concentrations ranged from 0.036 mg/L to 0.32 mg/L (Figure 1), with an average of 0.13 mg/L. Rainfall preceding the December 2018 and January 2019 sampling events presumably contributed to the elevated phosphorus levels (0.29 and 0.26 mg/L) during the time of sampling. The phosphorus level (0.10 mg/L) was considerably lower during the April 2020 sampling event. Due to low water levels, the April sample was the only sample that staff could collect for this station in 2020. Despite an occasional elevated phosphorus level, it appears that stormwater facilities upstream from the site have resulted in overall lower phosphorus levels in Jackson Heights Creek, leading to lower levels in the receiving water, Lake Jackson, and an average value that is below the USEPA TMDL target.

### Fecal Coliforms and Escherichia coli (E. coli)

Jackson Heights Creek has a history of fecal coliform levels exceeding Class III water quality standard (400/100 mL in at least 10% of the samples). *E. coli* standards have now supplanted fecal coliform standards in Florida as an indicator of bacterial contamination. As Figure 2 shows, *E. coli* levels exceeded the Class III water quality standard daily limit of > 410 in 10% threshold value of samples collected over a 30day period. Aging septic tanks, or animal/pet waste could be contributing to the elevated coliform levels in the creek.

### Other Parameters

Several species of exotic plants line the bank of Jackson Heights Creek, primarily wild taro (*Colocasia* sp.). In many cases, exotic plants will crowd out and replace native plants. This may stress native wildlife, which have evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants.

Other water quality parameters appear to be normal for the area and no other impairments were noted.

## Conclusions

Based on ongoing sampling, Jackson Heights Creek met the nutrient thresholds for the East Panhandle Region, and it appears that average phosphorus levels are lower due to upstream stormwater facilities. *E. coli* levels exceeded the Class III water quality standard daily limit several times over the sampling period. Aging septic tanks, or animal/pet waste could be contributing to the elevated coliform levels. Several species of exotic plants line the bank of Jackson Heights Creek which may affect native wildlife dependent on native plants for food and shelter. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

### Contact and resources for more information

### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>31.</u>

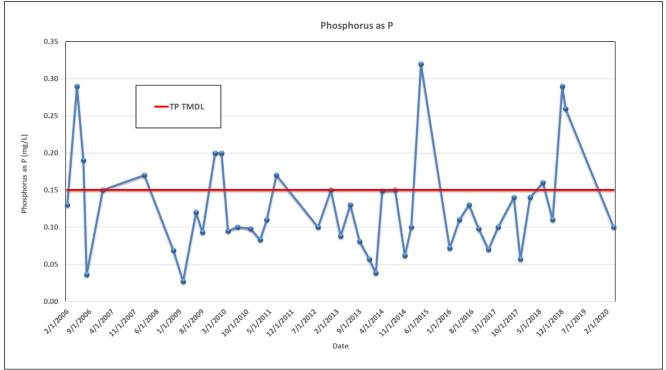


Figure 1. Total phosphorus results for Jackson Heights Creek.

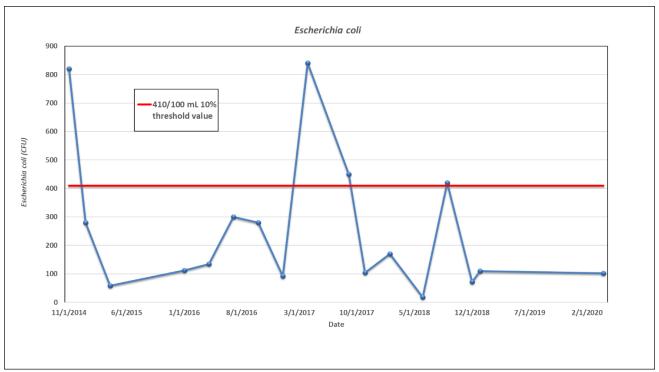
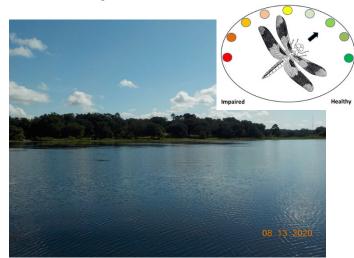


Figure 2. E. coli results for Jackson Heights Creek.

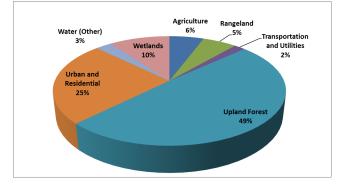
# Waterbody: Lake Carr



# **Basin: Lake Jackson**

Lake Carr is an approximately 880 acre, primarily phosphorus-limited, shallow lake located north of Lake Jackson and is essentially surrounded by two property owners: Ayavalla Land Company and Orchard Pond LLC. Lake Carr is a valuable biological, aesthetic and recreational resource of Leon County and was designated as an Aquatic Preserve in 1973 for the primary purpose of preserving and maintaining the biological resources in their natural condition.

As shown in the following pie chart, 38% of land uses in the 5,931-acre Lake Carr watershed are agriculture, rangeland, transportation, utilities, urban and residential. The lake receives direct runoff from the surrounding agricultural property as well as flow from the residential areas east of Meridian Road (Summerbrooke and Ox Bottom Manor). Waterbodies in the residential areas are modified farm ponds serving as stormwater facilities dedicated to the respective homeowner's associations for maintenance. The Summerbrooke Golf Club (157 acres) also lies in this watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



### Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

### Methods

Surface water and sediment samples were collected to determine the health of Lake Carr and met the requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

### Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to extremely low water levels and a plethora of aquatic vegetation, staff was unable to launch a boat to collect water quality samples in 2012 and the first quarter of 2013. The state criteria were not exceeded during the period of record. The total nitrogen result (13.3 mg/L) for the May 5, 2020 sampling event was extremely high. Composed entirely of organic nitrogen (both ammonia and nitrite-nitrate were undetectable in the sample), suggests that organic (i.e., plant) detritus was inadvertently allowed into the sample container and skewed the results. The BOD result (4.9 mg/L,) from the same event also reflected higher nutrient levels than what is considered typical for this system. Nitrogen and BOD results from the other three quarters, ranged from 0.24 to 0.31 mg/L for nitrogen to below detection limits for BOD are considered typical for this system.

Table 1. FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for	
lakes applied to Lake Carr.	

Clear Lake, Low Alkalinity	Chlorophyll-a 6.0 μg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	1.3	0.29	0.01
2005	1.4	0.27	0.01
2006	1.1	0.39	0.01
2007	2.2	0.61	0.02
2008	4.6	0.64	0.02
2009	4.8	0.50	0.02
2010	5.5	0.49	0.02
2011	5.2	0.44	0.01
2012- 2013	-	-	-
2014	1.4	0.35	0.01
2015	4.0	0.30	0.02
2016	2.4	0.28	0.01
2017	2.4	0.36	0.01
2018	2.5	0.31	0.01
2019	4.0	0.26	0.01
2020	2.0	0.71*	0.01

\* May 5, 2020 sample contaminated.

### Dissolved Oxygen

As Figure 1 shows, station CA1 percent dissolved oxygen (DO) saturation values did not meet Class III water quality criteria while station CA2 failed to meet the criteria four times during the sampling period. This was not unexpected, since the CA1 station is a shallow station normally covered with vegetation, which prevents rapid water exchange with the larger area of the lake. Plant respiration (samples were often taken in the morning hours) also contributed to the low DO saturation values. While there is a substantial community of submerged vegetation at the CA2 station, emergent vegetation is relatively uncommon at this site, so conditions are more optimal for rapid water exchange with the remainder of the lake. Staff believes that this is a natural condition for both locations.

## Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

### Conclusions

Based on ongoing sampling, Lake Carr met the nutrient thresholds for the East Panhandle Region. Staff considers the DO results at Stations CA1 and CA2 a natural condition. The excessively high nitrogen result during the 2<sup>nd</sup> quarter of 2020 was the result of inadvertently allowing organic detritus into the sample container. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

## Contact and resources for more information

### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

Click here for a map of the watershed – Sample Site CA2.

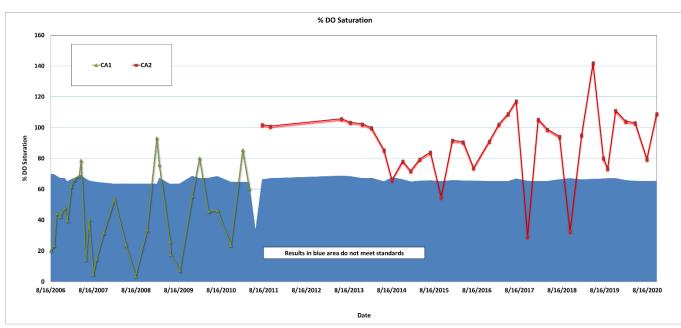
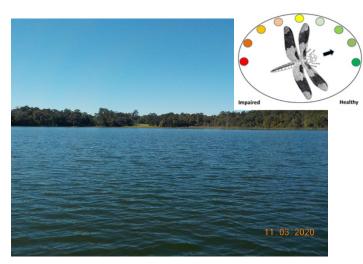


Figure 1. Dissolved Oxygen Percent Saturation results for Lake Carr.

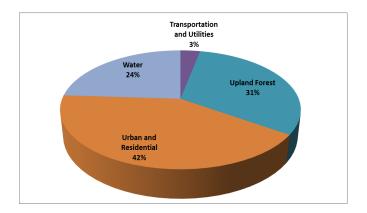
# Waterbody: Lake Hall



# **Basin: Lake Jackson**

Lake Hall is an approximately 182-acre lake located in northern Leon County, just north of Interstate 10 and slightly west of U.S. Highway 319. Lake Hall is part of the Alfred B. Maclay Gardens State Park, a state recreation area and botanical garden, and is an "Outstanding Florida Waters" by the Florida Department of Environmental Protection (FDEP).

As shown in the figure below, approximately 45% of land uses in the 773-acre Lake Hall watershed are transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



### Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

### Methods

Surface water, sediment samples and a Lake Vegetation Index (LVI) survey was conducted to determine the health of Lake Hall and met the collection and analysis requirements of the FDEP.

## Results

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria thresholds (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The State criteria were not exceeded during the period of record.

FDEP requires four temporally independent samples per year to be collected to fulfill data requirements for the Numeric Nutrient Criteria (NNC) thresholds. Due to restrictions associated with the COVID-19 pandemic, staff could not access the lake during the  $2^{nd}$  quarter of 2020 and could not determine the NNC for 2020. However, based on three results, the geometric means of chlorophyll-a (3.1 µg/), total nitrogen (0.27 mg/L) and total phosphorus (0.01 mg/L) would appear to meet the NNC.  
 Table 1. FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for lakes applied to Lake Hall.

Clear Lake, Low Alkalinity	Chlorophyll-a 6.0 μg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	2.1	0.13	0.01
2005	1.4	0.22	0.01
2006	1.3	0.22	0.01
2007	1.5	0.42	0.01
2008	2.2	0.33	0.00
2009	1.8	0.43	0.00
2010	2.2	0.33	0.01
2011	1.3	0.41	0.01
2012	1.4	0.34	0.01
2013	3.0	0.15	0.01
2014	1.6	0.26	0.01
2015	3.3	0.26	0.02
2016	4.1	0.32	0.01
2017	2.9	0.32	0.01
2018	3.6	0.31	0.01
2019	3.2	0.26	0.01
2020	-	-	-

### Other parameters

Other water quality parameters appeared to be normal for the area and no impairments were noted.

## **Floral Assessment**

The Lake Vegetation Index score for Lake Hall was 72, placing the lake's vegetative community in the healthy category.

Forty-two species were found during the survey. The native species, fanwort (*Cabomba caroliniana*), and watershield (*Brasenia schreberi*) were the most dominant species in the lake. Other native vegetation included red maple (*Acer rubrum*), and buttonbush (*Cephalanthus occidentalis*).

Unfortunately, Chinese tallow tree (*Sapium sebiferum*) and hydrilla (*Hydrilla verticillata*) are Category I Invasive Exotics and were found in Lake Hall.

The exotic Brazilian waterweed (*Egeria densa*) was also found in the lake.

For more information concerning Florida Invasive Exotics, please click on the Florida Exotic Pest Control Council website; <u>http://www.fleppc.org/.</u>

Click here for more information on the Lake Hall LVI.

<u>Click here for more information on common exotic</u> and invasive plants in Leon County wetlands and waterbodies.

### Conclusions

Based on ongoing sampling, Lake Hall met the nutrient thresholds for the Eastern Panhandle Region and the floral community is considered "healthy" by the LVI. Other water quality parameters appeared to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

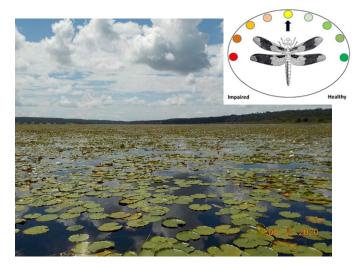
## Contact and resources for more information

### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>H07.</u>

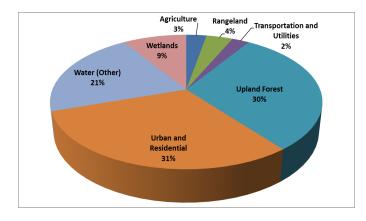
# Waterbody: Lake Jackson



# **Basin: Lake Jackson**

Lake Jackson is an approximately 4,254 acre, shallow, flat bottomed, prairie lake with two major sinkholes and is located north of the City of Tallahassee. Lake Jackson is a valuable biological, aesthetic, and recreational resource of Leon County and was designated (along with the neighboring Lake Carr and Mallard Pond) as an Aquatic Preserve in 1973 for the primary purpose of preserving and maintaining the biological resources in their natural condition.

As shown in the following pie chart, approximately 40% of land use in the 27,096-acre Lake Jackson Basin is agriculture, rangeland, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



### Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water and sediment sampling were conducted to determine the health of Lake Jackson and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

### Results

## Nutrients

Low water levels caused by drought and sinkhole activity meant certain water quality stations could not be sampled during some months. After Tropical Storm Fay (August 2008), Lake Jackson water levels reached full pool conditions; however, subsequent drought conditions lowered lake levels to where staff was unable to collect water chemistry samples in 2012 and the first quarter of 2013. Water levels continued to rise in the latter part of 2013 and reached full pool in 2014. Objective results of nutrient concentration continued to be skewed by water level fluctuations. The effects of water level fluctuation continue to be documented.

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Chlorophyll-a, total phosphorus, and nitrogen levels were exceeded several times over the sampling period, with the latest occurring in 2020.

As mentioned in the previous year's report, while vearly total nitrogen and phosphorus levels were not substantially different when compared to each other, the 2019 geometric mean chlorophyll-a level is the highest recorded since Leon County sampling began. It is thought that due to the aggressive herbicide spraying on Lake Jackson and the dominance of the invasive exotic hydrilla on the southern side of the lake, native emergent and floating vascular plants are no longer present in the numbers needed to "shade out" phytoplankton, allowing phytoplankton numbers to increase and contributing to the elevated chlorophyll-a numbers. While the chlorophyll-a in 2020 exceeded the NNC, the result was substantially lower than the 2019 result. Leon County staff noted that in some areas, floating vegetation, specifically the native Brasenia schreberi, had repopulated the previous open water areas. This is thought to have "shaded out" phytoplankton, that in turn lowered chlorophyll-a levels.

### Dissolved Oxygen

As Figure 1 shows, several Lake Jackson stations showed percent dissolved oxygen (DO) saturation values that did not meet Class III water quality criteria. This was not unexpected, since the Lake Jackson stations are shallow stations normally covered with vegetation, which prevents rapid water exchange with the larger area of the lake. Plant respiration (samples were often taken in the morning hours), in addition to organic rich sediments, also contributed to the low DO saturation values.

### **Fish Consumption Advisory**

The Florida Department of Health has issued consumption limits for certain fish in Lake Jackson due to elevated levels of mercury.

# <u>Click here for more information about fish consump-</u> <u>tion advisories.</u>

**Table 1.** FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for lakes applied to Lake Jackson. Results in bold signify exceedances of the State criteria. Due to low water the numeric nutrient criteria data requirements could not be calculated for years 2012-2013.

Clear Lake, Low Alkalinity	Chlorophyll-a 6.0 μg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	2.2	0.33	0.01
2005	3.2	0.29	0.03
2006	3.0	0.63	0.03
2007	2.1	0.77	0.03
2008	5.7	0.60	0.04
2009	8.4	0.49	0.02
2010	3.2	0.58	0.02
2011	6.9	0.61	0.02
2012- 2013	-	-	-
2014	2.6	0.69	0.02
2015	9.2	0.54	0.03
2016	6.4	0.47	0.02
2017	6.5	0.56	0.02
2018	6.0	0.50	0.02
2019	11.4	0.54	0.03
2020	7.4	0.54	0.03

### Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

### Conclusions

Based on ongoing sampling, Lake Jackson NNC for chlorophyll-a, total phosphorus, and nitrogen levels were exceeded several times over the sampling period. The latest exceedances are thought to be at least partially the result of plant management practices. Ongoing sampling showed percent dissolved oxygen (DO) saturation values did not always meet Class III water quality criteria. This was not unexpected, since the Lake Jackson stations are shallow stations normally covered with vegetation, preventing rapid water/atmospheric exchange. Plant respiration and organic-rich sediment also contributed to low DO saturation values.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Sites</u> J03, J05, J14 and J16.

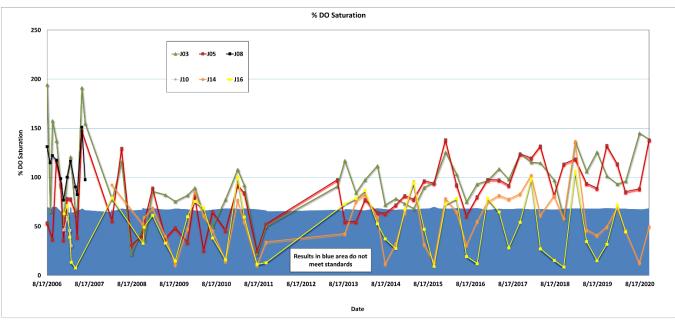


Figure 1. Dissolved Oxygen Percent Saturation results for Lake Jackson.

# Waterbody: Lexington Creek

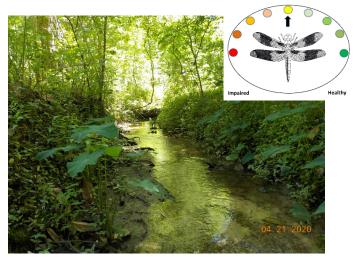
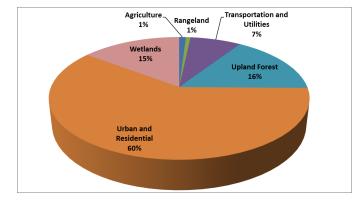


Photo 1. Lexington Creek (April 2020).

# **Basin: Lake Jackson**

Lexington Creek is a moderately altered stream located in the northern part of Tallahassee and drains into the Fords Arm of Lake Jackson (Photo 1). The watershed extends to Thomasville Road at I-10 on the east and is bounded by Maclay Road and Live Oak Plantation Road on the north and south, respectively.

As shown in the following pie chart, agriculture, rangeland, transportation, utilities, urban and residential uses make up approximately 69% of the 1,786-acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but

excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

### Methods

Surface water was collected to determine the health of Lexington Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

Due to construction associated with drainage improvements to Meridian Road, sampling was temporarily stopped in the latter part of 2020.

According to FDEP requirements, Numeric Nutrient Criteria (NNC), expressed as an annual geometric mean, cannot be exceeded more than once in a threeyear period. The nutrient thresholds and results are found in Table 1. Due to low water conditions and the almost ephemeral nature of this system, four temporally independent samples per year could only be intermittently collected during the sampling period. However, up until 2018, when the appropriate number of samples were collected, nutrient criteria were being met. In 2018, and for the first time since Leon County sampling began, the total phosphorus criteria was exceeded and was again exceeded in 2019.

This is not completely unexpected. Individual values were sometimes elevated during the sampling period Figure 1). For example, the August 2012 total phosphorus value (1.3 mg/L) was substantially higher than all other phosphorus values recorded at this site.

The total nitrogen results over the entire sampling period did not exceed FDEP's 1.03 mg/L threshold value.

Lexington Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	-	-
2008	0.43	0.15
2009	0.13	0.14
2010	0.42	0.15
2011-2013	-	-
2014	0.33	0.12
2015-2017	-	-
2018	0.33	0.21
2019	0.40	0.20
2020	-	-

 Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Lexington Creek.

The total nitrogen results over the entire sampling period did not exceed FDEP's 1.03 mg/L threshold value. But individual nitrogen levels have exceeded twice since sampling began (Figure 2). One exceedance occurred during the same August 2012 sampling event (1.7 mg/L) previously mentioned; the other during the November 2008 event (1.1 mg/L).

The unusually high nitrogen and phosphorus levels during the August 2012 event can be attributed to stormwater runoff associated with the heavy rainfall in the area prior to the sampling event (Photo 2). The effects were probably more acute due to the previously dry streambed and the associated floodplain being inundated within a short time. Further evidence is shown by the extremely high BOD level (45.1 mg/L), turbidity (194 NTU), copper (4.2 µg/L) and lead (8.9 µg/L), all of which exceeded Class III water quality limits. Total suspended solids (273 mg/L) were also substantially higher than the mean (19.32 mg/L).

While the August 2012 sample has been the only storm event grab sample that was taken which showed the effects of excessive scouring and runoff, staff notes that excessive sediment deposition is not an uncommon event. Elevated levels of phosphorus and sediment suggest that current stormwater treatment and volume control were not adequate to protect downstream areas.



**Photo 2.** Lexington Creek (August 2012). Note that the creek is out of its normal channel and has spread into the floodplain.

## Escherichia coli (E. coli)

While the *E. coli* water quality limit of > 410 in 10% of samples during a 30-day period have been exceeded during the sampling period, there have been no exceedances since the 3<sup>rd</sup> quarter of 2018 (Figure 3). Leon County and FDEP have been in cooperation in the investigation of the source(s) of the bacteria. The initial results of the Microbial Source Tracking (MST) analyses and other analyses that track probable wastewater indicators (e.g., sucralose, acetaminophen) suggest that the sources of *E. coli* are human in origin. As part of their normal inspection, the City of Tallahassee undertook the rehabilitation of the sewer lines in the immediate area of the creek.

### Stream Condition Index and Habitat Assessment

The Stream Condition Index (SCI) sampling is not performed every year, so the following results are from 2018.

The Stream Condition Index (SCI) score for Lexington Creek was in the healthy range (Table 2), while the Habitat Assessment Score was in the Sub Optimal range (Table 3). The SCI scores reflect human induced channel impacts and anthropogenic debris located throughout the channel (and floodplain), along with sedimentation. Further analysis of the macroinvertebrate community of the stream presents a mixed bag of results. The Ephemeroptera/Plecoptera/Trichoptera (EPT) taxa are widely regarded as the group of aquatic insects that contain many pollution sensitive taxa. However, the total for EPT taxa score was only three (Two Ephemeroptera taxa and one Trichoptera taxa). Yet, although the stream is in a suburban landscape, sensitive taxa (7) out-numbered very tolerant taxa (5) but only two long-lived taxa were recovered. The burrowing dragonfly *Progomphus obscurus*, one of the long-lived taxa, appeared to be common based upon sand tracks within the stream channel. This would indicate that while an issue within the channel, sedimentation is not yet an overwhelming impact.

### Conclusions

Inconsistent water levels made FDEP sampling frequency requirements difficult to meet. However, when the appropriate number of samples were collected, the NNC was being met, until 2018. The total phosphorus criteria was exceeded in 2018 and 2019. The SCI score in 2018 for Lexington Creek was in the healthy range, while the Habitat Assessment Score was in the Sub Optimal range. While the *E. coli* water quality limit has been exceeded during the sampling period, there have been no exceedances since the 3<sup>rd</sup> quarter of 2018.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

### Contact and resources for more information

### https://www.leoncountywater.org/

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> 26.

Johnny Richardson, Water Resource Scientist (850) 606-1500

#### Richardsonjo@leoncountyfl.gov

Table 2. Lexington Creek Stream Condition Index Score.

Lexington Creek	Rep 1	Rep 2
Stream Condition Index Metrics Scores		
Total Taxa	3.93	2.86
Ephemeroptera Taxa	2.5	2.5
Trichoptera Taxa	0	0
% Filter Feeder	4.40	5.21
Long-lived Score	4	2
Clinger Taxa	5	4
% Dominance	7.22	5.63
% Tanytarsini Taxa	7.57	7.49
Sensitive Taxa	2.67	2.67
% Tolerant Taxa	2.34	3.30
SCI Vial Score	44.02	39.61
Stream Condition Index	4	42
Score		
Score Interpretation	Healthy	

Table 3. Lexington Creek Habitat Assessment Score.

Lexington Creek	Score	Category
Substrate Diversity	11	Suboptimal
Substrate Availabil- ity	6	Marginal
Water Velocity	20	Optimal
Habitat Smothering	13	Suboptimal
Artificial Channelization	20	Optimal
Bank Stability	6, 7	Suboptimal, Suboptimal
Riparian Zone Width	10, 8	Optimal, Suboptimal
Riparian Vegetation Quality	6, 6	Suboptimal, Suboptimal
Final Habitat Assessment Score		113
Interpretation	Suboptimal	

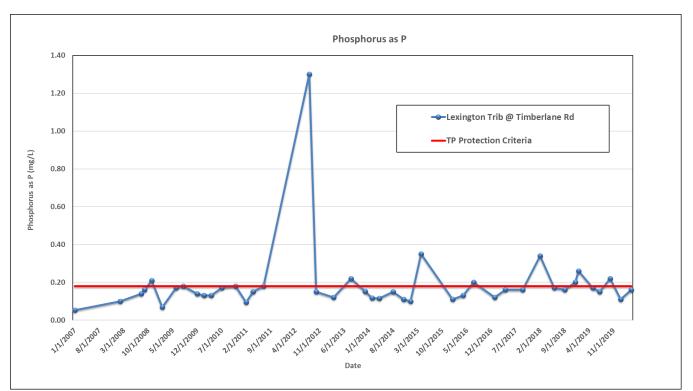


Figure 1. Total phosphorus values in Lexington Creek.

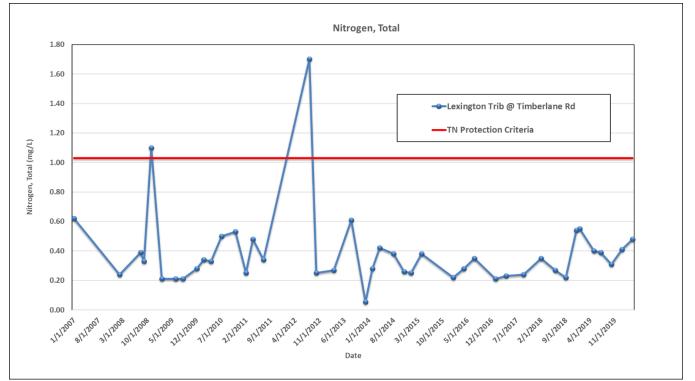


Figure 2. Total nitrogen values in Lexington Creek.

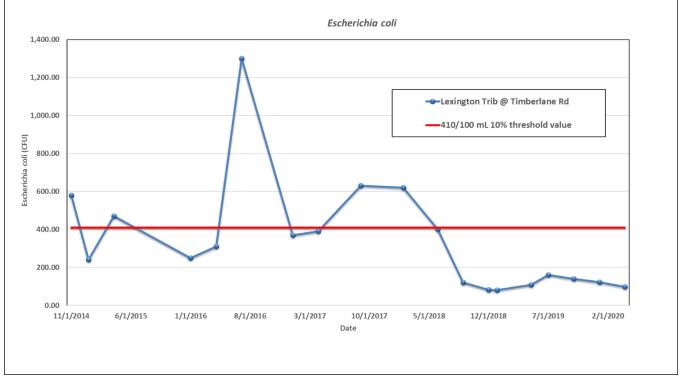
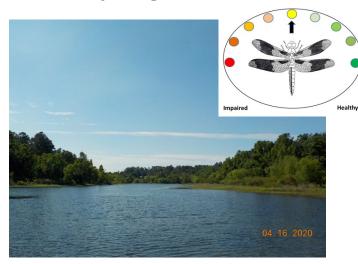


Figure 3. Escherichia coli values in Lexington Creek.

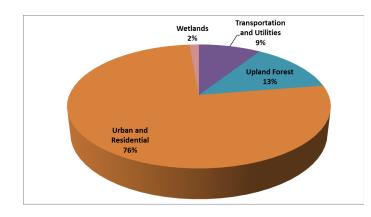
# Waterbody: Meginnis Creek



# **Basin: Lake Jackson**

Meginnis Creek is a substantially altered, nitrogenlimited stream located in the northern part of Tallahassee and drains into Lake Jackson.

As shown in the pie chart below, residential, commercial and transportation uses make up approximately 85% of the 2,416-acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of nuisance (generally exotic) plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life use support), and exceedances of these standards are associated with interference with the designated use.

#### Methods

Surface water samples were collected to determine the health of Meginnis Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as annual geometric means) cannot be exceeded more than once in a three-year period. Due to low water conditions, four temporally independent samples per year were not collected from the original sampling station. Staff established the new Meginnis Arm station in April 2010, so the 1<sup>st</sup> guarter sample was not collected for that year. Low water levels precluded staff from collecting water samples during the latter half of 2011 and all of 2012 - 2013. Sampling activities resumed in 2014, and the NNC sampling requirements were beginning to be met in 2015 (Table 1). Due to low water levels, Leon County staff could only collect samples for the first two quarters of 2020. When sampling requirements were met, the NNC were never exceeded during the period of record.

For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total phosphorus and never exceeded the criteria for total nitrogen.

#### **Other Parameters**

Dissolved oxygen often did not meet Class III water quality standards (Figure 3). This is not surprising since this system is a low velocity system. Lower velocity systems generally have lower levels of dissolved oxygen than high velocity systems because they are less aerated.

Specific conductivity and dissolved solids in Meginnis Creek (averaged 116  $\mu$ mhos/cm and 71.5 mg/L respectively for the first two quarters of 2020) were elevated when compared to Lake Jackson (averaged 46  $\mu$ mhos/cm and 31.5 mg/L during the same time period).

Table	1.	FDEP's	total	nitrogen	and	phosphorus	criteria	for
streams applied to Meginnis Creek.								

Meginnis Creek	Total Nitrogen	Total Phosphorus
weginns creek	Threshold	Threshold
	1.03 mg/L	0.18 mg/L
2010- 2014	-	-
2015	0.38	0.05
2016	0.26	0.05
2017	0.35	0.05
2018	-	-
2019	0.30	0.04
2020	-	-

The combination of relatively high levels of conductivity and dissolved solids with relatively low nutrients suggest that the dissolved solids may be the result of impervious surfaces in the watershed. Water is more efficiently transported over impervious surfaces where it can pick up weathered calcium carbonate and other calcium salts (found in concrete) due to efflorescence in the increased expanses of impervious surfaces and drainage systems.

Other water quality parameters were typical of the stream, and no exceedances were noted.

# Vegetation

Several species of exotic plants are associated with the Meginnis Creek stream corridor including Taro (Colocasia sp.), alligator weed (Alternanthera philoxeroides), Chinese tallow (Sapium sebiferum), rattlebox (Sesbania punicea) and hydrilla (Hydrilla verticillata). In many cases exotic plants will crowd out native plants which in turn stress native wildlife which has evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants. The Florida Fish and Wildlife Conservation Commission have an aquatic plant management program that manages the creek and the greater Lake Jackson area. The program is effective to the degree that the exotic vegetation does not overwhelm the native vegetation, but staff recommends that the problem of exotic plants be more aggressively pursued in this area of the watershed.

# Conclusions

Based on ongoing sampling, Meginnis Creek met the nutrient thresholds for the East Panhandle Region. Specific conductivity and dissolved solids were elevated when compared to Lake Jackson. The combination of relatively high levels of conductivity and dissolved solids with relatively low nutrients suggest that the dissolved solids may be the result of impervious surfaces in the watershed. Dissolved oxygen rarely meets Class III water quality standards. Several species of exotic plants are associated with the Meginnis Creek stream corridor. The Florida Fish and Wildlife Conservation Commission have an aquatic plant management program and continues to manage the creek and the greater Lake Jackson area.

Thank you for your interest in maintaining the water quality of Leon County's aquatic resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

https://www.leoncountywater.org/

# <u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

# <u>Click here for a map of the watershed – Sample Site</u> JL01.

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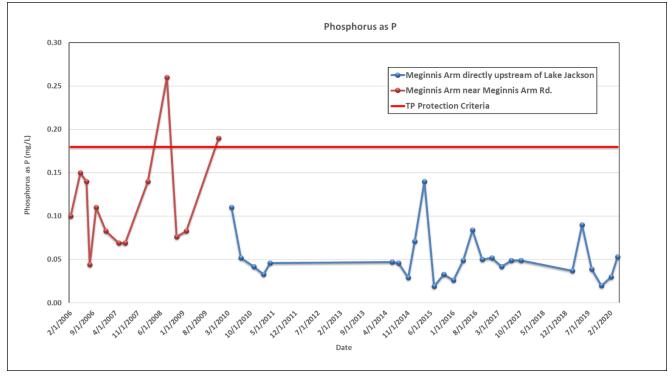


Figure 1. Total phosphorus results for Meginnis Creek.

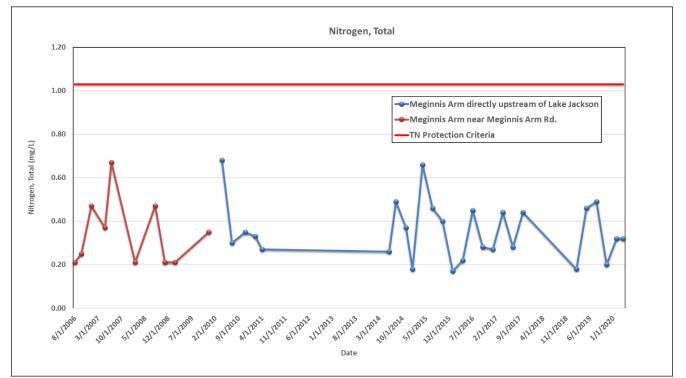


Figure 2. Total nitrogen results for Meginnis Creek.

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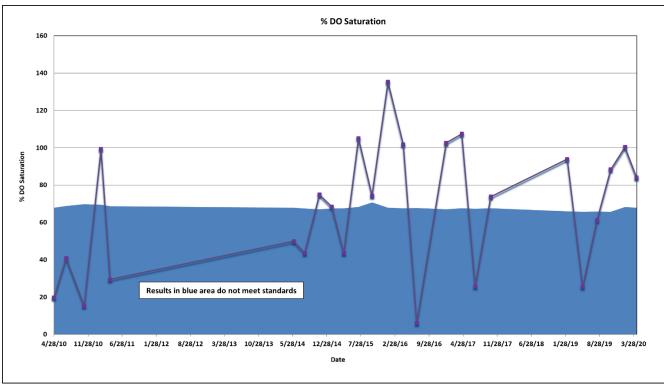
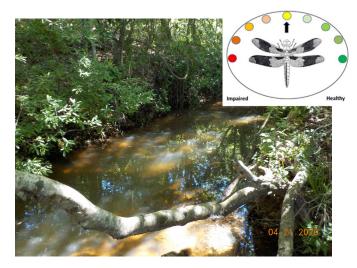


Figure 3. Dissolved Oxygen Percent Saturation results for Meginnis Creek.

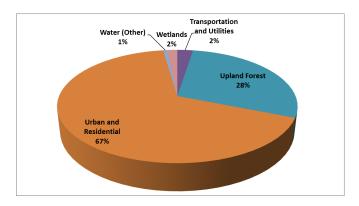
# Waterbody: Summer Creek



# **Basin: Lake Jackson**

Summer Creek at Bannerman is a slightly tannic stream located in northwestern Leon County and discharges to Lake Carr.

As shown in the figure below, approximately 69% of land use in the 103-acre watershed is urban, residential, transportation and utilities. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

# Methods

Surface water samples were collected to determine the health of Summer Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

# Results

# Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions, FDEP data requirements for the NNC could not be met in 2007 and 2010 through 2017 (Table 1). The 2008 and 2009 results showed that the NNC thresholds were not exceeded. Results in 2016 (based on two samples) showed total phosphorus (0.03 mg/L) and total nitrogen (0.44 mg/L) geometric means were below the NNC. Because of persistent low water/dry conditions, staff eliminated this sampling station (Station 22) in the 3<sup>rd</sup> guarter of 2017 and established one further downstream (Station SB2). Based on two samples (in 2017), the geometric mean of total nitrogen (0.29 mg/L) and phosphorus (0.05 mg/L) at Station SB2 were below the NNC values. The 2018-2020 FDEP data requirements for the NNC were met and results demonstrated that NNC thresholds were not exceeded for Station SB2.

# Dissolved Oxygen (DO)

As Figure 1 shows, Summer Creek did not always meet the Class III criteria for DO. Staff believes the low DO in Summer Creek is due to upstream wetlands and the naturally low gradient, low flow condition of the creek. **Table 1.** FDEP's total nitrogen and phosphorus criteria for streams applied to Summer Creek. Station SB2 was established during the third quarter of 2017. 2018 is the first calendar year that four samples were collected at SB2.

Summer Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	-	-
2008	0.37	0.02
2009	0.20	0.03
2010- 2017	-	-
2018	0.36	0.07
2019	0.38	0.07
2020	0.26	0.08

Low DO is typical of these conditions. The recently established Station SB2 is more characteristic of a typical north Florida perennial stream and met Class III criteria in 2017 and 2018, though it did not meet the criteria in the latter half of 2019 and 2020.

# Escherichia coli (E. coli)

The *E. coli* water quality limit of > 410 in 10% of samples collected over a thirty-day period was exceeded at Station SB2 (1000 cfu) during the September 2017 sampling event. Elevated bacteria levels could be the result of beaver activity or other wildlife in the area. There have been no exceedances since.

# Conclusions

When sampling requirements were met, Summer Creek met the nutrient thresholds for the East Panhandle Region. Dissolved oxygen criteria were seldom met during the sampling period. The stream is a low gradient, low flow stream that drains a wetland, so these results are not unexpected. The lone *E. coli* water quality limit exceedance was during the September 2017 sampling event. Elevated bacteria levels could be the result of beaver activity or other wildlife in the area.

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

# Contact and resources for more information

# www.leoncountywater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Sites</u> 22 and SB2.

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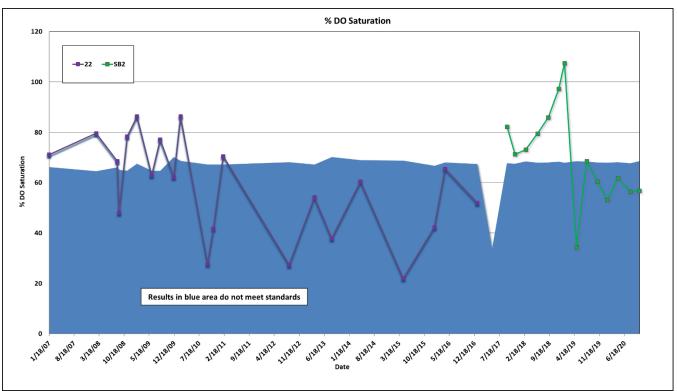
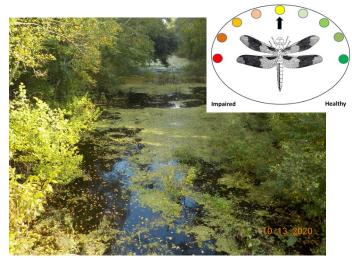


Figure 1. Dissolved Oxygen Percent Saturation results for Summer Creek.

# Waterbody: Alford Arm Creek



# **Basin: Lake Lafayette**

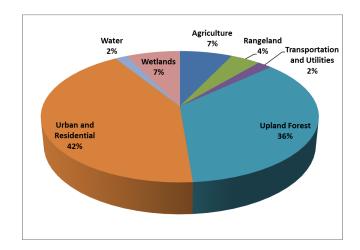
The Alford Arm tributary is a moderately altered, nitrogen-limited stream located in the northern part of Leon County. The tributary flows from Lake McBride in the Bradfordville area and receives runoff from the heavily developed Killearn Estates and Killearn Acres neighborhoods. Many of the waterbodies are former agricultural ponds, most notably the Velda Dairy impoundments that are now seen as residential amenities.

As shown in the following pie chart, approximately 55% of land use in the 26,913-acre watershed is agriculture, rangeland, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation.

Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals.



State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

# Methods

Surface water sampling was conducted to determine the health of Alford Arm Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

# Results

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water and back flow conditions, four temporally independent samples per year have never been collected from this station. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total nitrogen or total phosphorus.

# Dissolved Oxygen

As Figure 3 shows, Alford Arm Creek did not always meet the Class III criteria for % dissolved oxygen

(DO) saturation. This is not surprising since low gradient, low flow streams often have low DO levels.

#### Vegetation

Several species of invasive exotic plants are in the water and line the bank of the tributary including tallow tree (*Sapium sebiferum*) and privet (*Ligustrum* sp.). In many cases, exotic plants will crowd out and replace native plants. This may stress native wildlife, which have evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants.

<u>Click here for more information on common exotic</u> and invasive plants in Leon County wetlands and waterbodies.

#### **Other Parameters**

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Past sampling showed that Alford Arm nutrient levels appear, in most cases, to meet the nutrient thresholds for the East Panhandle Region. Over the sampling period, the Class III criterion for % DO saturation was not always met. This is not a surprising result in this low gradient, low flow stream. Several species of invasive exotic plants are in and around the tributary.

Thank you for your interest in maintaining the water quality of Leon County's aquatic resources. Please feel free to contact us if you have any questions.

# Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

 $\frac{\text{Click here for a map of the watershed} - \text{Sample Site}}{1}$ 

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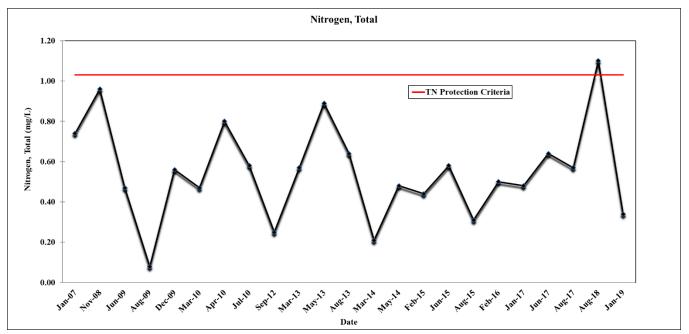


Figure 1. Total nitrogen results for Alford Arm Creek.

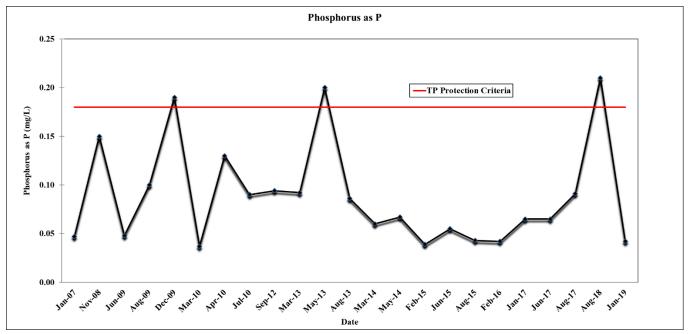


Figure 2. Total phosphorus results for Alford Arm Creek.

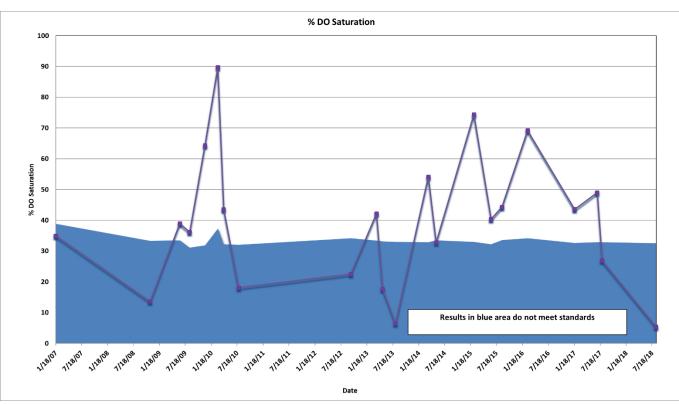
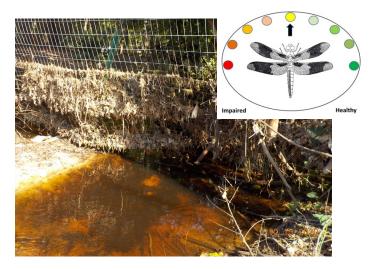


Figure 3. Dissolved Oxygen Percent Saturation results for Alford Arm Creek.

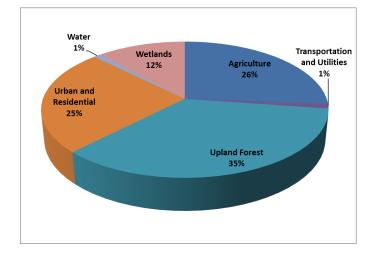
# Waterbody: Apalachee Creek



# **Basin: Lake Lafayette**

Apalachee Creek is a slightly tannic stream that flows north and drains into Lower Lake Lafayette.

As shown in the following pie chart, approximately 52% of land use in the 800-acre watershed is agriculture, transportation, utilities, urban and residential. Increases in stormwater runoff, and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

# Methods

Surface water samples were collected to determine the health of Apalachee Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

# Results

#### Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions, FDEP data requirements for the NNC could not be met for several years (Table 1). The 2009, 2013 and 2014 results showed that the NNC thresholds were not exceeded. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total nitrogen or total phosphorus.

# Vegetation

Several species of exotic plants line the bank of Apalachee Creek including wild taro (*Colocasia* sp.) and privet (*Ligustrum* sp.). In many cases, exotic plants will crowd out and replace native plants. This may stress native wildlife, which have evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants.

# <u>Click here for more information on common exotic</u> and invasive plants in Leon County wetlands and waterbodies.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams ap-	
plied to Apalachee Creek.	

Apalachee Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L	
2007- 2008	-	-	
2009	0.32	0.11	
2010-2012	-	-	
2013	0.41	0.12	
2014	0.30	0.10	
2015-2020	-	-	

# **Other Parameters**

Other water quality parameters appear to be normal for the area and no impairments were noted.

# Conclusions

Based on ongoing sampling, Apalachee Creek met the nutrient thresholds for the East Panhandle Region. Several species of exotic plants line the bank of Apalachee Creek which may affect native wildlife dependent on native plants for food and shelter. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the water quality of Leon County's aquatic resources. Please feel free to contact us if you have any questions.

# Contact and resources for more information

# www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>63</u>

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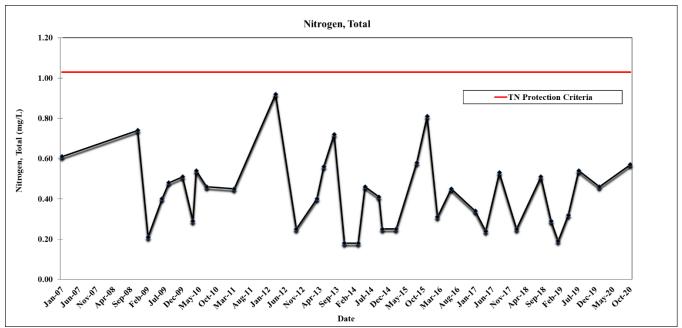


Figure 1. Total nitrogen results for Apalachee Creek.

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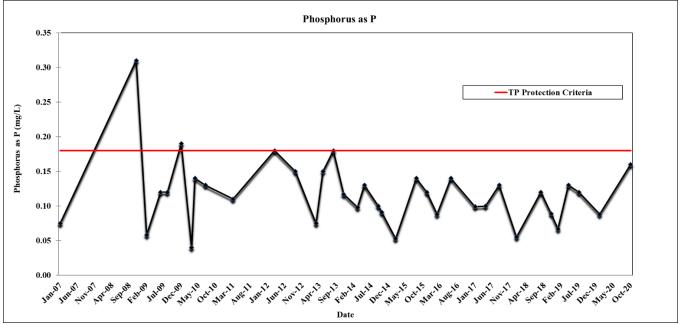
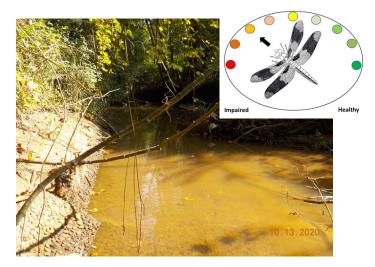


Figure 2. Total phosphorus results for Apalachee Creek.

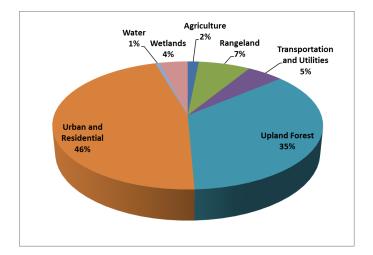
# Waterbody: Lafayette Creek



# **Basin: Lake Lafayette**

Lafayette Creek is a slightly tannic stream that flows north and drains into Upper Lake Lafayette. Station 1 (Sample site 65) is located on Apalachee Parkway, while Station 2 (LafayetteCreek3) is located further downstream where Lafayette Creek enters Upper Lake Lafayette.

As shown in the figure below, approximately 60% of land use acreage in the 1,860-acre watershed is agriculture, rangeland, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

# Methods

Surface water samples were collected to determine the health of Lafayette Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

# Results

# Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC), expressed as an annual geometric mean, cannot be exceeded more than once in a three-year period. Due to low water conditions, FDEP data requirements for the Numeric Nutrient Criteria (NNC) could not be met for 2010 through 2012 for Station 1 (Table 1) or Station 2 since 2007. While the NNC have never exceeded the state criteria at Station 1, individual values were oftentimes above the protection criteria (Figures 1 and 2) with the latest occurring in July 30, 2020. Total nitrogen (1.5 mg/L) and chlorophyll-a (30.3 µg/L) results were extremely elevated when compared to other 2020 results. Recent rainfall (1.24 inches of rain was recorded at the Tallahassee Airport on July 28) suggests that elevated results were the result of nutrient laden stormwater runoff entering the system. The turbidity result (29.3 NTU) further collaborates that stormwater runoff was a

factor in the elevated levels of nitrogen and chlorophyll-a.

For illustrative purposes, individual data points were plotted for station 2 to determine any possible trends (Figures 3 and 4). With only one exception in 2009 (phosphorus), individual values did not exceed the instream criteria for total nitrogen or total phosphorus.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams ap-	
plied to Lafayette Creek.	

Lafayette Creek Station 1	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L	
2008	0.77	0.16	
2009	0.59	0.18	
2010- 2012	-	-	
2013	0.76	0.10	
2014	0.47	0.07	
2015	0.80	0.13	
2016	0.85	0.11	
2017	0.52	0.08	
2018	0.53	0.10	
2019	0.49	0.13	
2020	0.78	0.12	

#### Iron Bacteria

As mentioned in previous reports, the sediment in Station 1 has an orange/brown cast. This is the result of naturally occurring iron bacteria. Iron bacteria are a group of bacteria that grow by producing enzymes that promote chemical reactions involving iron within the water. After several reactions, the dissolved iron in the water converts into insoluble iron hydroxides, forming a brown/orange mass of gelatinous material that coats surfaces under the water. This often occurs in streams that receive "seepage" from subsurface water flow. While it may appear unsightly, there is no evidence to suggest that it is harmful to human health, but there is a potential loss of animal habitat in the tributary due to the ferric iron precipitate covering existing habitat. The iron bacteria may also be contributing to the previously mentioned turbidity concern.

# Exotic Plants

Several species of exotic plants line the bank of Lafayette Creek including wild taro (*Colocasia esculenta*), coral ardesia (*Ardesia crenata*) and privet (*Ligustrum* spp.). In many cases, exotic plants will crowd out and replace native plants. This may stress native wildlife, which have evolved to depend on native plants for food and shelter. The native wildlife may move away or perish if the native vegetation is replaced by exotic plants.

<u>Click here for more information on common exotic</u> and invasive plants in Leon County wetlands and waterbodies.

Other water quality parameters appear to be normal for the area and no other impairments were noted.

# Conclusions

While individual nutrient results occasionally spiked above threshold criteria, Lafayette Creek continued to meet the NNC thresholds for the East Panhandle Region. Elevated turbidity values were identified in past sampling and remain somewhat an issue for Lafayette Creek and could negatively affect the native creek fauna. Several species of exotic plants line the bank of Lafayette Creek which may affect native wildlife dependent on native plants for food and shelter. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

# Contact and resources for more information

www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for map of watershed – Sample Sites 65</u> and LafayetteCreek3. Johnny Richardson, Water Resource Scientist (850) 606-1500

Richardsonjo@leoncountyfl.gov

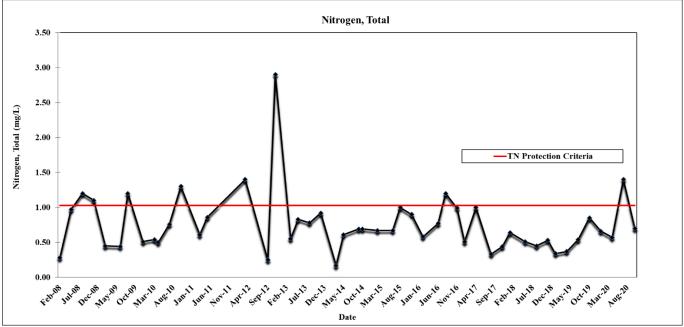


Figure 1. Total nitrogen results for Station 1 on Lafayette Creek.

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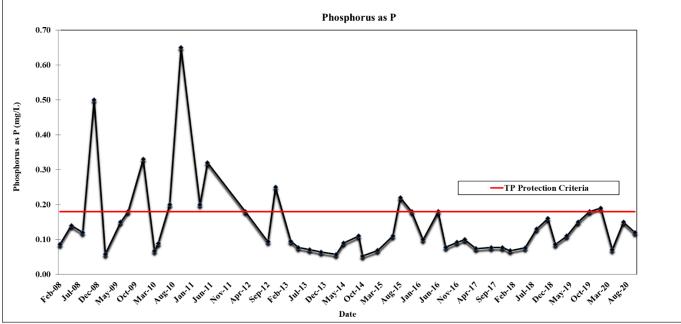


Figure 2. Total phosphorus results for Station 1 on Lafayette Creek.

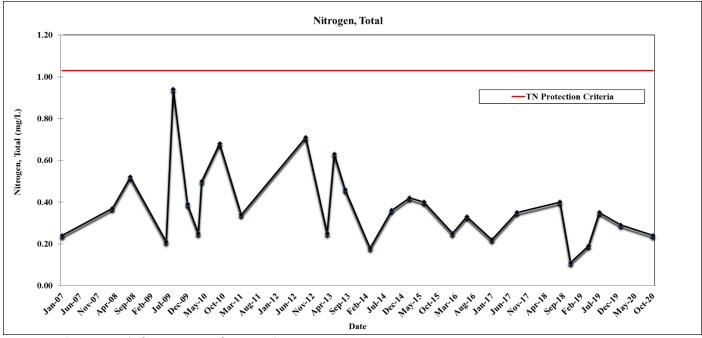


Figure 3. Total nitrogen results for Station 2 on Lafayette Creek.

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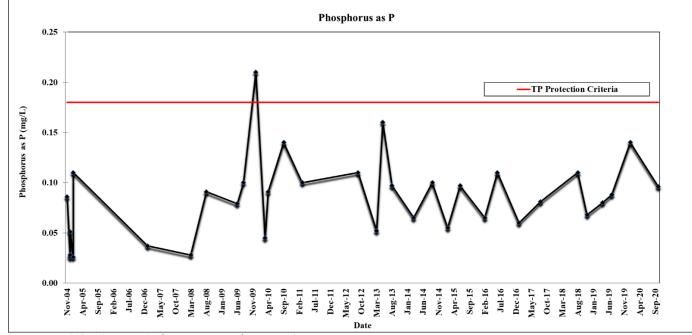


Figure 4. Total phosphorus results for Station 2 on Lafayette Creek.

Posted January 14,. 2022

# Waterbody: Lake Lafayette



# **Basin: Lake Lafayette**

Lake Lafayette was historically a meandering, wetland/prairie lake system located in eastern Leon County, but land alterations in the mid-1900s separated the lake into four distinct sections, known as Upper Lake Lafayette, Lake Piney Z, Alford Arm, and Lower Lake Lafayette. Limited hydraulic connectivity occurs between the various sections, much of which is present only during high water elevations. Because of the compartmentalization of the four sections, each section is treated as a separate "lake" with its own watershed.

# Wetland or Lake?

Lower Lake Lafayette appears and functions like a cypress dominated swamp, while Alford Arm is a combination of cypress and various emergent/floating plant species. Typical of wetlands, there is little open water at either location, and the open water that currently exists in Lower Lake Lafayette is due to Fish and Wildlife's maintenance of the canoe trails. Due to access issues (low water and the extreme amounts of vegetation) Leon County staff have been unable to sample Alford Arm for several years and have only intermittently sampled Lower Lake Lafayette.

#### Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

# Methods

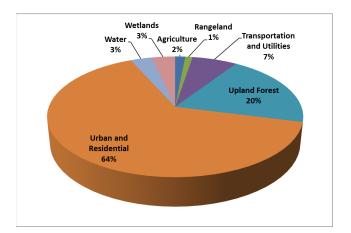
Surface water and sediment samples were collected to determine the health of Upper Lake Lafayette, Piney Z and Lower Lake Lafayette and met the requirements of the Florida Department of Environmental Protection (FDEP). Although Alford Arm contains areas of standing water, the vast majority is covered by dense stands of both submergent and emergent wetland vegetation. Because of the dense vegetation and low water conditions, samples could not be collected for most of 2010, and no samples were collected in 2011-2015. The station was eliminated in 2015.



The typically phosphorus-limited Upper Lake Lafayette is the westernmost lake in this system. The most dominant feature of Upper Lake Lafayette is the sinkhole (Lafayette Sink) located in the northeastern portion of the lake and draining into the Floridan Aquifer. Much of the water entering Upper Lake Lafayette ultimately discharges into the sink area. As a result, the area and volume of the lake is highly variable. During typical rainfall periods, the area around Lafayette Sink becomes a 354-acre lake, but following dry periods, the lakebed can drain almost completely into the sinkhole. The heavily urbanized Northeast Drainage Ditch and Lafavette Creek are the primary sources of water for the lake. Three other minor contributing sources are two small tributaries to the north of the lake and Lake Piney Z.

As shown in the following pie chart, agriculture, rangeland, transportation, utilities, urban and residential uses make up approximately 74% of the 14,792-acre Upper Lake Lafayette watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

The U.S. EPA established a TMDL on Upper Lake Lafayette in March 2012 that requires a 36% reduction in total phosphorus. Upstream of Upper Lake Lafayette is a stormwater facility known as the Weems Pond Regional Stormwater Treatment Facility (Weems Pond). The City of Tallahassee converted Weems Pond into an alum-injection facility that was brought online in October 2015. The retrofit of the facility is hoped to reduce pollutant loads leaving the pond, which flow downstream through the Northeast Drainage Ditch and into Upper Lake Lafayette.



#### Results

#### Nutrients

The nutrient thresholds and results for Upper Lake Lafayette are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. When viewing tables and figures, the absence of data means there was not enough data collected (due to lack of access) to fulfill data requirements. FDEP's current NNC data requirements state "that there shall be at least four temporally independent samples per year ...".

The table shows that the geometric means of chlorophyll-a and total phosphorus exceeded the state criteria several times since sampling began. This is the result of urbanized inflow streams combined with fluctuating lake levels and rainfall. Oftentimes, the reduced lake volume concentrates incoming pollutants, thus reducing the lake's ability to assimilate incoming nutrients. While chlorophyll-a and nitrogen levels met the NNC in 2020, total phosphorus levels slightly exceeded the criteria.

**Table 1.** FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for

 lakes applied to Upper Lake Lafayette. Results in bold signify exceed 

 ances of the State criteria.

Clear Lakes, High Alkalinity	Chlorophyll-a 20.0 µg/L	Total Nitrogen Threshold 1.05-1.91 mg/L	Total Phosphorus Threshold 0.03-0.09 mg/L
2004	2.3	0.33	0.04
2005	25.2	0.81	0.10
2006	3.3	0.56	0.09
2007	4.9	0.60	0.07
2008	24.5	0.60	0.15
2009	6.9	0.43	0.08
2010	6.9	0.77	0.07
2011	32.7	0.68	0.10
2012	31.0	0.90	0.15
2013	16.8	0.79	-
2014	-	-	-
2015	48.5	0.88	0.12
2016	-	-	-
2017	40.4	1.24	0.08
2018	-	-	-
2019	48.2	1.55	0.14
2020	14.1	0.39	0.10

#### Fish Kills

Upper Lake Lafayette has a history of fish kills. The latest reported fish kill occurred in September of 2019. Lake levels at the time of the fish kill were at the level of the sinkhole, meaning that the fish community was concentrated to a very small area. The elevated phosphorus and nitrogen levels caused increased microbial activity, causing lower oxygen levels in the water. In this case, it was concluded that the fish, already stressed from being in a concentrated area, died mostly from low oxygen levels.

For more information regarding fish kills, please visit: <u>https://myfwc.com/research/saltwater/health/abno</u> <u>rmalities/causes/</u>.

# Other Parameters

Historically, elevated Biological Oxygen Demand (BOD) results (average is 4.2 mg/L) have been an issue since Leon County sampling began in 2006 (Figure 1). Like the elevated nutrients and chlorophyll-*a* levels, urbanized inflow streams and a fluctuating lake volume appear to be detrimentally affecting water quality.

# Conclusions

Upper Lake Lafayette has a history of elevated nutrients, chlorophyll-a levels and microbial activity and continues to not meet the NNC. Fish kills continue to occur with the latest reported fish kill occurring in September of 2019. Urbanized inflow streams combined with fluctuating lake volume exacerbated the various challenges that Upper Lake Lafayette continues to have.

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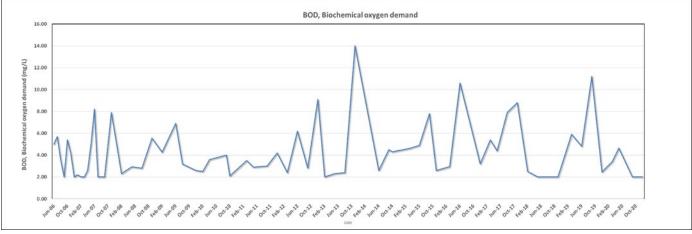
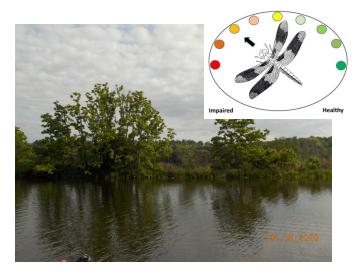


Figure 1. BOD results for Upper Lake Lafayette.

#### Lake Piney Z

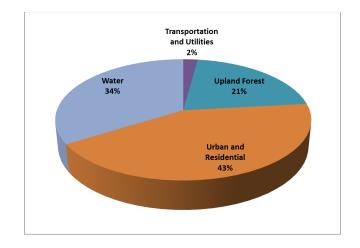


Lake Piney Z is a 228-acre waterbody located between Upper Lake Lafayette and Lower Lake Lafayette which consists primarily of an open water system, although substantial stands of vegetation were historically present within the lake.

As shown in the following pie chart, transportation, utilities, urban and residential land uses make up approximately 45% of the 691-acre Piney Z watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

Lake Piney Z can discharge to Lower Lake Lafayette via two outfalls located on the east end of the lake and/or discharge to Upper Lake Lafayette via a ditch and outfall located on the west side of the lake. Lake Piney Z receives stormwater inflow from the Piney Z Plantation development and the Swift Creek Middle School stormwater pond on its northern shore, from a few holding ponds near the southern portion of the lake and from the dirt road that surrounds the lake.

In 1997, Lake Piney Z was drawn down and organic matter was scraped from the bottom and used to construct fishing fingers extending north from the southern bank. Following construction of the fishing fingers, the lake was restocked with game fish. Currently, the Florida Fish and Wildlife Conservation Commission, in cooperation with the City of Tallahassee, manage Piney Z as a Fish Management Area.



#### Results

#### Nutrients

The nutrient thresholds and results are found in Table 2. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as annual geometric means) cannot be exceeded more than once in a three-year period. FDEP's current numeric nutrient data requirements state "that there shall be at least four temporally independent samples per year . . .". When viewing tables and figures, the absence of data means there was not enough data collected (due to low water levels or the inability to access the lake) to fulfill data requirements.

The table shows that the geometric mean of chlorophyll-a and total phosphorus exceeded the state criteria throughout the sampling period. Due to an apparent erroneous reading, the total phosphorus result could not be calculated for 2013. The NNC was consistently exceeded since Leon County sampling began.

The excessive chlorophyll-a and nutrient levels are the result of past lake management practices. The overuse of herbicides and the addition of grass carp to Piney Z have led to an almost completely open water system. Nutrients are being assimilated by algae instead of being taken up by vascular plants, leading to massive and long-lasting algal blooms. Fortunately, management practices have changed, most notably with the replanting of emergent vegetation and the reestablishment of other native vegetation via the natural seedbank. It is hoped that long term ecosystem health will improve.

#### **Fish Consumption Advisory**

The Florida Department of Health has issued consumption limits for certain fish in Lake Piney Z due to elevated levels of mercury.

<u>Click here for more information about fish consump-</u> <u>tion advisories.</u>

#### **Other Parameters**

Other water quality parameters appear to be normal for the area and no other impairments were noted.

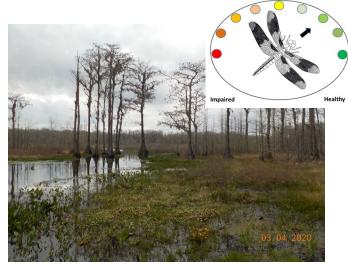
Table 2. FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for
lakes applied to Lake Piney Z. Results in bold signify exceedances of the
State criteria.

Clear Lake, Low Alkalinity	Chlorophyll-a 6.0 μg/L	Total Nitrogen Threshold 0.51-0.93 mg/L	Total Phosphorus Threshold 0.01-0.03 mg/L
2004	6.48	0.45	0.04
2005	12.98	0.78	0.05
2006	25.17	0.70	0.08
2007	2.92	0.96	0.04
2008	8.78	0.73	0.04
2009	4.43	1.33	0.06
2010	17.2	1.06	0.07
2011	36.43	1.28	0.08
2012	32.62	1.65	0.06
2013	27.01	1.12	-
2014	6.02	1.05	0.04
2015	15.00	0.67	0.04
2016	-	-	-
2017	17.3	1.01	0.05
2018	21.6	0.84	0.04
2019	23.5	0.87	0.05
2020	-	-	-

# Conclusions

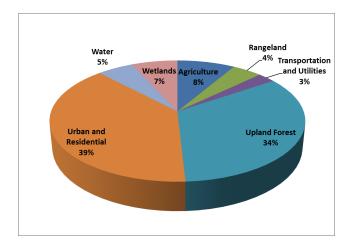
Based on ongoing sampling, Lake Piney Z did not meet the nutrient thresholds for the East Panhandle Region. The elevated nutrients and chlorophyll-a are in response to past fishery management strategies. Fortunately, management practices have changed, most notably with the replanting of emergent vegetation and the reestablishment of other native vegetation via the natural seedbank. Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### **Lower Lake Lafayette**



Lower Lake Lafayette is the largest of the four lake compartments, covering an area of 1,006 acres and bordered by the Leon County Apalachee Regional Park Solid Waste Facility, Talquin Electric Sewage Treatment Plant and various residential and commercial developments. Lower Lake Lafayette is also home to a wood stork colony.

As shown in the following pie chart, agriculture, rangeland, transportation, utilities, urban and residential uses make up approximately 54% of the 36,966-acre Lower Lake Lafayette watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



Water from Alford Arm enters Lower Lake Lafayette via pipes located under the FGA railroad track. Discharges from Lower Lake Lafayette occur through an earthen channel on the eastern end of the lake and pass under Chaires Crossroad before entering the wetland system associated with the St. Marks River. Depending on water levels, water from the St. Marks River will flow into Lower Lake Lafayette.

#### Lake or Wetland?

Lower Lake Lafayette has gradually transitioned from a lake to what appears and functions like a cypress dominated swamp, Florida Administrative Code 62-302(16) defines a lake as ". . . a lentic fresh waterbody with a relatively long water residence time and an open water area that is free from emergent vegetation under typical hydrologic and climatic conditions. Aquatic plants, as defined in subsection 62-340.200(1), F.A.C., may be present in the open water." As Figure 2 shows, there is little open water; the open water that currently exists is due to Fish and Wildlife's maintenance of the canoe trails. Leon County staff and FDEP are in discussions regarding the re-classification of this waterbody from a lake to a wetland. Due to access issues (low water and the extreme amounts of vegetation) Leon County staff have only been able to intermittently sample the system.

#### Results

#### Nutrients

The nutrient thresholds and results are found in Table 3. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. State numeric nutrient criteria were not exceeded during the period of record.

While the NNC has not been exceeded during the period of record, the NNC only applies to lakes, not wetlands. FDEP has been notified of the ongoing changes to the system and will be the final determiner if this waterbody should be re-classified.

# **Other Parameters**

Due to the wetland like nature of Lower Lake Lafayette, dissolved oxygen (DO) levels can be very low. Staff considers the low DO levels normal for this type of system (Figure 3).

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

When the sampling requirements were met, State criteria were not exceeded for the NNC. Due to the wetland like nature of Lower Lake Lafayette, Staff considers the lake's low DO levels normal for this type of system. The state will determine how this waterbody will be classified in the future.

<b>Table 3.</b> FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for
lakes applied to Lower Lake Lafayette.

Colored Lakes	Chlorophyll-a 20.0 μg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	3.0	0.49	0.02
2005	2.9	0.56	0.02
2006	2.3	0.72	0.03
2007	1.9	0.62	0.02
2008	-	-	-
2009	2.2	0.42	0.02
2010	2.6	0.53	0.01
2011-2015	_	-	_
2016	5.5	0.52	0.02
2017	5.4	0.64	0.02
2018-2020	-	-	-



Figure 2. Lower Lake Lafayette.

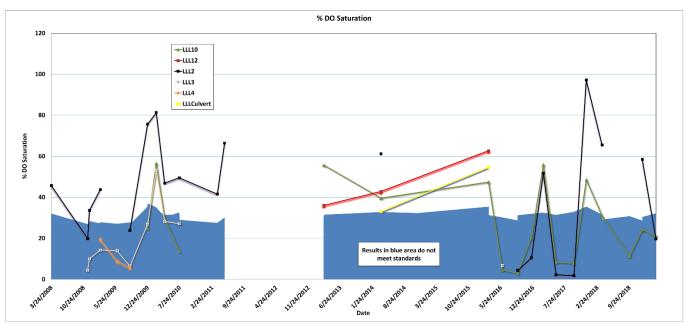
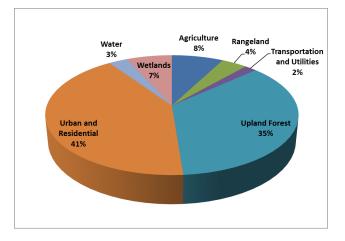


Figure 3. Dissolved Oxygen Percent Saturation results for Lower Lake Lafayette. The data gap reflects low (or no) water in the system at that time.

#### Alford Arm



Alford Arm is a 371-acre waterbody which was separated from Lower Lake Lafayette by construction of the FGA Railroad. As shown in the following pie chart, agriculture, rangeland, transportation, utilities, urban and residential uses make up approximately 55% of the 30,116-acre Alford Arm watershed. Low water crossings constructed in the 1950's affected water flow through the system. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses. Although Alford Arm contains areas of standing water, the vast majority is covered by dense stands of both submergent and emergent wetland vegetation.



Because of the dense vegetation and low water conditions, samples could not be collected for most of 2010, and no samples were collected in 2011 through 2014. Because of ongoing conditions, staff eliminated this sampling station in 2015. Like Lower Lake Lafayette, Leon County staff and FDEP are in discussions regarding the re-classification of this waterbody from a lake to a wetland.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

# Contact and resources for more information

www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for map of watershed – Sample sites L02,</u> <u>L30, LPZ3, LLL2, LLL3, and LLL10.</u>

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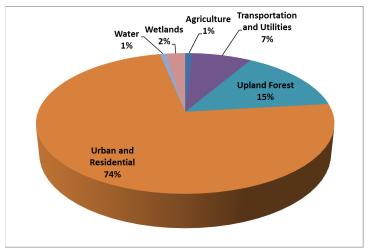
# **Basin: Lake Lafayette**

The Northeast Drainage Ditch is a heavily urbanized stream located within the City of Tallahassee. The stream flows east and eventually enters Upper Lake Lafayette. Directly upstream of the water quality sampling station is a stormwater facility known as Weems Pond Regional Stormwater Treatment Facility (Weems Pond). The City of Tallahassee converted Weems Pond into an alum-injection facility that was brought online in October 2015. The retrofit of the facility reduces pollutant loads leaving the pond, which flow downstream through the Northeast Drainage Ditch and into Upper Lake Lafayette.

As part of the Weems Road Pedestrian and Street Safety (PASS) project, the drainage system, pedestrian, and bicycle transportation were all improved. Upgrades to the stormwater and roadway drainage system will help alleviate flooding that has historically occurred in the area. The road was reopened September 2020 and water quality sampling resumed in October.

Portions of the Northeast Drainage Ditch west of Weems Road were historically altered for mosquito control and/or drainage purposes. The greatly altered flow conditions create channel scour during storms and contribute to low base flow east of Weems Road. In comparison, the area east of Weems Road is relatively unaltered beyond the Weems Road right of way; the effects of upstream canalization extend only a short distance downstream of Weems Road. However, effects of the upstream modifications are reflected in the altered flow conditions of the stream.

As shown in the following pie chart, approximately 82% of land use in the 7,851-acre Northeast Drainage Ditch watershed upstream of the sample station is agriculture, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use. In late 2006, the U.S. Environmental Protection Agency (EPA) set a Total Maximum Daily Load (TMDL) target for fecal and total coliforms. The TMDL establishes the allowable loadings to the creek that would restore the creek to applicable water quality thresholds. In this case, fecal coliforms would have to be reduced by 63% to meet the criterion of fecal coliforms not exceeding 400/100 mL Most Probable Number (MPN) in 10 percent of the samples. When the TMDL was established, the EPA expected a reduction of 52% to meet the criterion for total coliform. However, the fecal coliform standard in Florida has been supplanted by standards developed for *Escherichia coli* as an indicator of bacterial contamination.

# Methods

Surface water samples were collected to determine the health of the Northeast Drainage Ditch and met the requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

# Nutrients

Due to low water conditions, and the recent road work in the vicinity of the water quality station, FDEP data requirements for the Numeric Nutrient Criteria (NNC) could not always be met (Table 1). When requirements were met, nutrient values did not exceed the state criteria. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With very few exceptions, individual values did not exceed the instream criteria for total nitrogen or total phosphorus.

# Fecal coliforms and Escherichia coli

As mentioned previously, the EPA set a fecal coliform TMDL for the Northeast Drainage Ditch. While fecal coliforms were elevated above the 400/100 mL Class III limit in 12.9% of the samples for Class III waters, there has only been two exceedances since December 2009, with the latest being the June 11, 2015 event (530/100 mL). The adopted *E. coli* water quality limit of > 410 in 10% of samples collected over a 30-day period was also exceeded (490/100 mL) during the June 2015 sampling event (Figure 3).

# **Other Parameters**

Other water quality parameters appear to be normal for the area and no impairments were noted.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams ap-
plied to the Northeast Drainage Ditch.

Northeast Drainage Ditch	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006- 2008	-	-
2009	0.17	0.07
2010- 2011	-	-
2012	0.81	0.10
2013	0.30	0.09
2014	-	-
2015	0.35	0.11
2016	0.27	0.03
2017	0.23	0.02
2018-2020	-	-

# Conclusions

Based on ongoing sampling, the Northeast Drainage Ditch met the nutrient thresholds for the East Panhandle Region. The greatly altered flow conditions continue to create channel scour during storms and contribute to low base flow east of Weems Road. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

# Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u> <u>Click here for a map of the watershed – Sample Site</u> <u>NE Ditch at Weems.</u>

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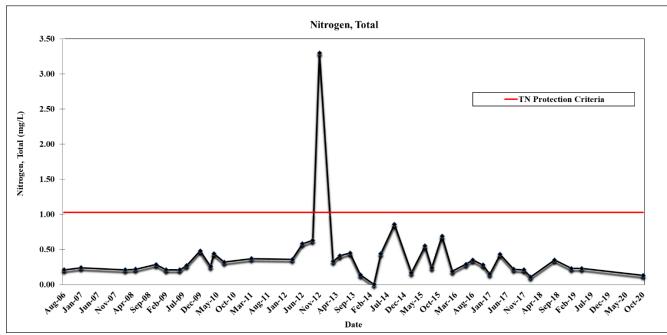


Figure 1. Total nitrogen results for Northeast Drainage Ditch.

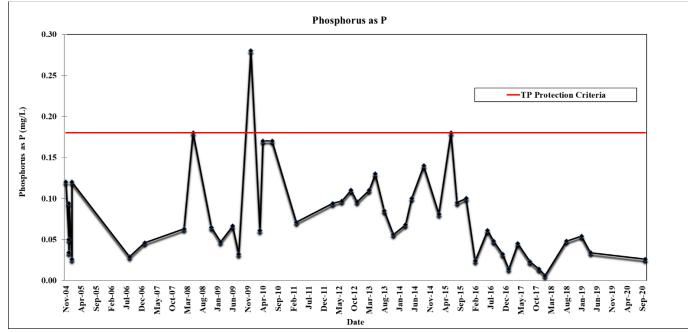


Figure 2. Total phosphorus results for Northeast Drainage Ditch.

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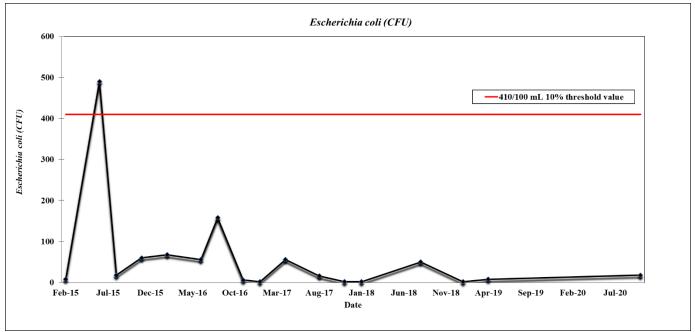
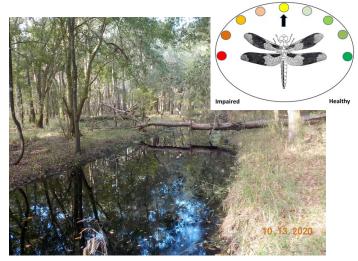


Figure 3. E. coli results for Northeast Drainage Ditch.

# Waterbody: Unnamed Stream at Chaires Crossroad

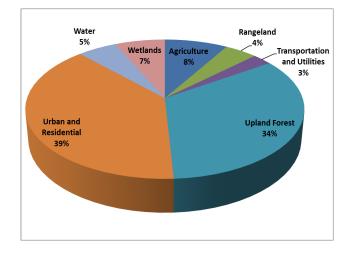


# **Basin: Lake Lafayette**

The Unnamed Stream at Chaires Crossroad is a highly altered stream/ditch draining Alford Arm and Lower Lake Lafayette and is located in eastern Leon County.

As shown in the following pie chart, approximately 54% of land use in the 36,966-acre watershed is agriculture, rangeland, transportation, utilities, urban and residential.

Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

# Methods

Surface water samples were collected to determine the health of the Chaires Crossroad stream and met the requirements of the Florida Department of Environmental Protection (FDEP).

# Results

# Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low or backflow water conditions, four temporally independent samples per year have only been achieved once (2009) during the period of record (2007-2020). For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). Individual values did not exceed the instream criteria for total phosphorus, but did occasionally exceed the nitrogen criteria, with the last exceedance being in 2015.

# Dissolved Oxygen

As Figure 3 shows, the unnamed creek seldom met the Class III criteria for dissolved oxygen. This is not

surprising since low gradient, low flow streams often have low dissolved oxygen levels.

Other water quality parameters appear to be normal for the area and no other impairments were noted.

# Conclusions

Due to low water conditions, four temporally independent samples per year have only been achieved once (2009) during the period of record. Individual values did not exceed the instream criteria for total phosphorus, but did occasionally exceed the nitrogen criteria, with the last exceedance being in 2015. Dissolved oxygen levels have seldom met the Class III criteria. This is not surprising since low gradient, low flow streams often have low dissolved oxygen levels. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>57.</u>

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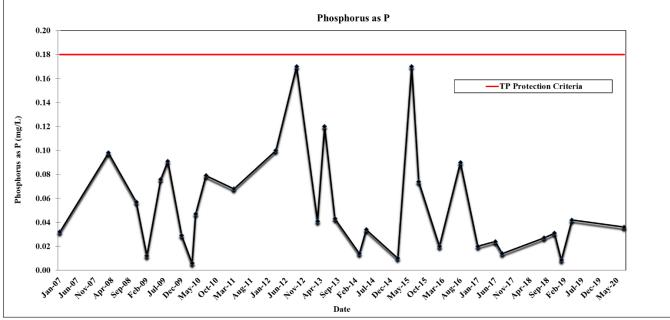


Figure 1. Total phosphorus results for Unnamed Stream at Chaires Crossroad.

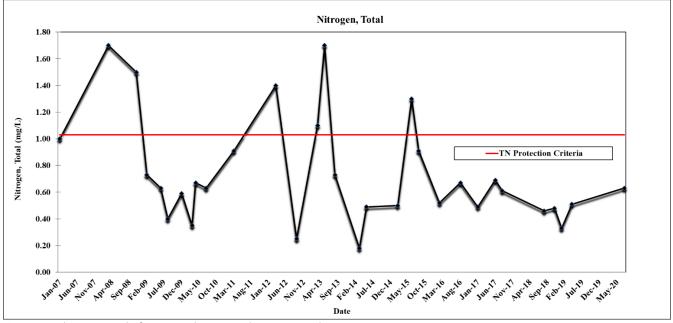


Figure 2. Total nitrogen results for Unnamed Stream at Chaires Crossroad.

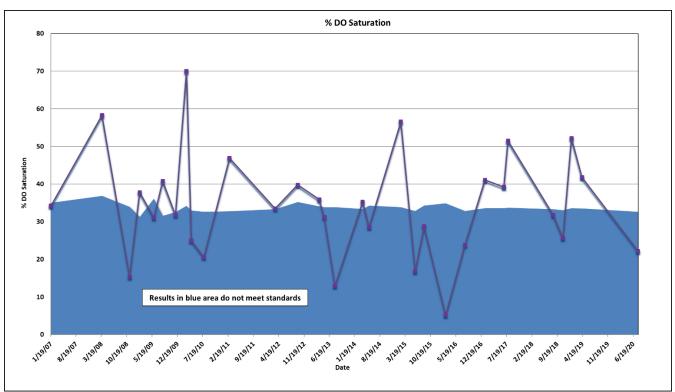
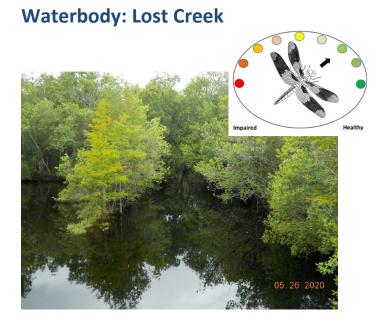


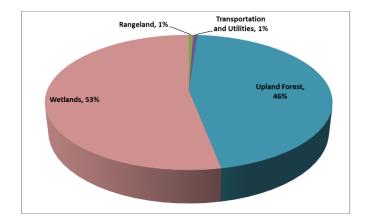
Figure 3. Dissolved Oxygen Percent Saturation results for Unnamed Stream at Chaires Crossroad.



# **Basin: Lost Creek**

Lost Creek is a tannic, acidic, phosphorus-limited stream located in southwestern Leon County. The Lost Creek water quality station was moved from Bloxham Cutoff to U.S. Forest Road 309 in 2011.

As the following pie chart shows, the majority of the 30,499-acre Lost Creek basin is relatively undeveloped with rangeland, transportation and utilities making up 2% of land use.



## Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water was collected to determine the health of Lost Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

## Results

## Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The nutrient thresholds and results are found in Table 1. Total nitrogen levels exceeded state criteria in 2007 and 2014 while phosphorus levels met the criteria for all measured years. When viewing Table 1, the absence of a number means there were not enough data collected (due to lack of water or low water levels) to calculate a result. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). As mentioned in previous reports, most of the nitrogen analyzed continues to consist mostly of organic nitrogen (Figure 3). Organic nitrogen consists of dissolved organic nitrogen (organic molecules and compounds, viruses and small bacteria) and particulate organic nitrogen (dead organic matter and living organisms). Because organic nitrogen is "locked up" in organic material, it is not considered immediately available for biological activity.

**Table 1.** FDEP's total nitrogen and phosphorus criteria for streamsapplied to Lost Creek. Results in bold signify exceedances of the Statecriteria.

Lost Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	1.10	0.03
2008	1.01	0.00
2009	0.78	0.00
2010	0.85	0.02
2011	0.88	0.03
2012	-	-
2013	0.65	0.01
2014	1.16	0.02
2015	0.90	0.01
2016-2017	-	-
2018	0.83	0.01
2019-2020	-	-

## Dissolved Oxygen

Lost Creek percent Dissolved Oxygen (DO) saturation values were occasionally below the 34 percent limit during certain events (Figure 4). Staff believes that this is a natural condition for this location, since the creek is a low gradient blackwater stream that drains wetlands.

## Fecal Coliforms and Escherichia coli (E. coli)

While the former fecal coliform standard was exceeded several times at Lost Creek, the current *E. coli* standard has never been exceeded since the analysis was implemented in 2015.

#### **Other Parameters**

Other water quality parameters appear to be normal for the area and no impairments were noted.

#### Conclusions

With the exception of total nitrogen in 2007 and 2014, Lost Creek met the nutrient thresholds for the Big Bend Bioregion. No other water quality impairments were noted in 2020.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

## Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>LC at FR309.</u>

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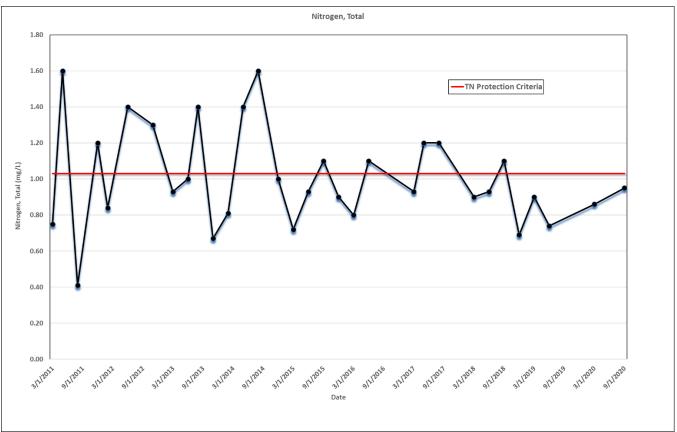


Figure 1. Total nitrogen results for Lost Creek.

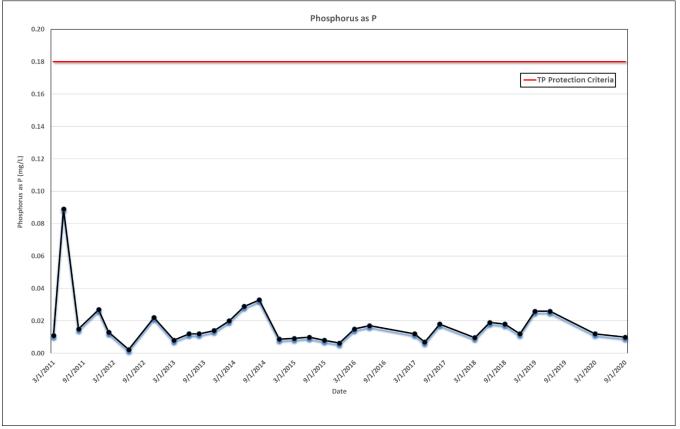


Figure 2. Total phosphorus results for Lost Creek.

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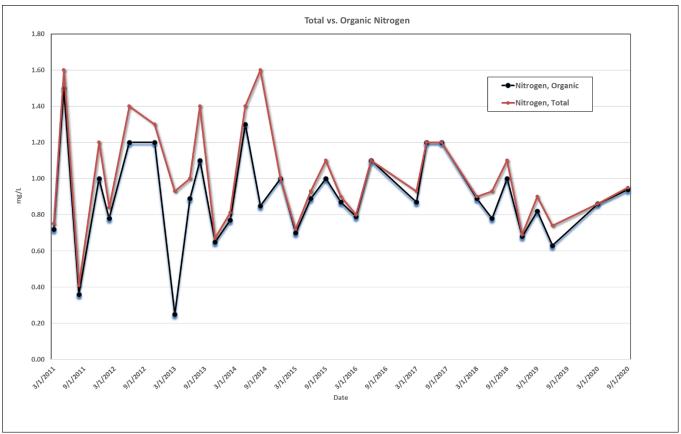
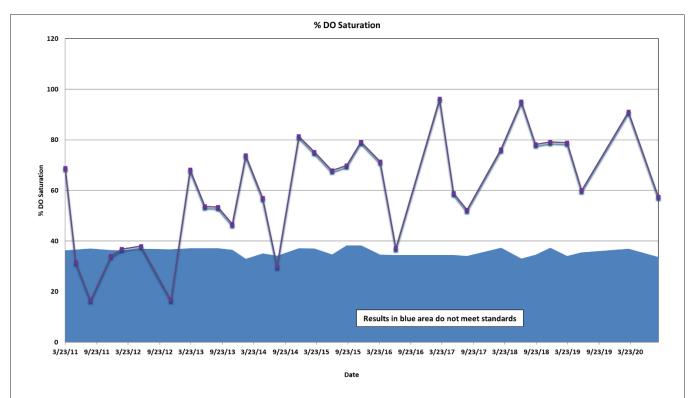
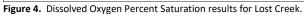


Figure 3. Total vs. organic nitrogen results for Lost Creek.





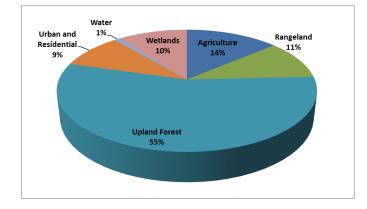
# Waterbody: Dry Creek



# **Basin: Lake Miccosukee**

Dry Creek is located in northeastern Leon County and flows into Lake Miccosukee.

As shown in the following pie chart, agriculture, rangeland, urban and residential uses account for approximately 34% of the 1,910-acre watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



## Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water sampling was conducted to determine the health of Dry Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

## Results

## Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions, four temporally independent samples per year have never been collected from this station. Even though staff was not able to collect the required number of samples per calendar year, some conclusions can be made. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total phosphorus or total nitrogen.

## Escherichia coli (E. coli)

The *E. coli* levels have been elevated at times (Figure 3); in July 2018 the collected sample met but did not exceed the 410/100 mL limit. It is probable that the exceedances were the result of wildlife in the area, dead animals that are dumped into the creek and/or agriculture.

## Sedimentation

The orange clay sediment that is often on the bottom of Dry Creek is the result of excessive sediment runoff from Old Magnolia Road. Sediment can coat the bottom of a streambed, filling pools, and covering natural habitat of species that live in and utilize the creek for resources. Suspended sediment can also reduce visibility. While these levels do not exceed Class III water quality standards it is probable that the sediment is causing clarity issues in Dry Creek. Sediment runoff is not evident further upstream.

## **Other Parameters**

Dumping of trash, dead animals, oyster shells, etc. has been an ongoing problem at this system. During every site visit in 2016 and 2017 and most visits from 2018 through 2019, staff noted dead animals (e. g., deer, fox, bobcat, beaver), old televisions, etc. thrown into the water from the bridge. Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Based on the samples that staff were able to collect, it appears that Dry Creek would meet the NNC criteria. Excessive sediment is causing habitat and clarity issues in Dry Creek. The *E. coli* water quality limit was elevated several times during the sampling period. It is probable that the exceedances were the result of wildlife in the area, dead animals that were dumped into the creek and/or agriculture. Littering and dead animal disposal continue to be an ongoing problem for this system. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

## Contact and resources for more information

## www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2019.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>11.</u>

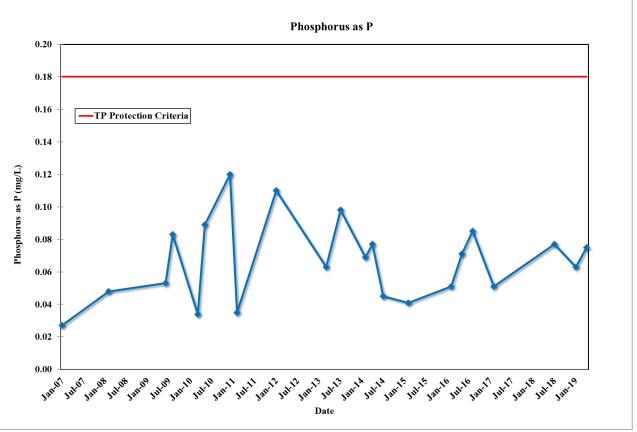


Figure 1. Total phosphorus results for Dry Creek.

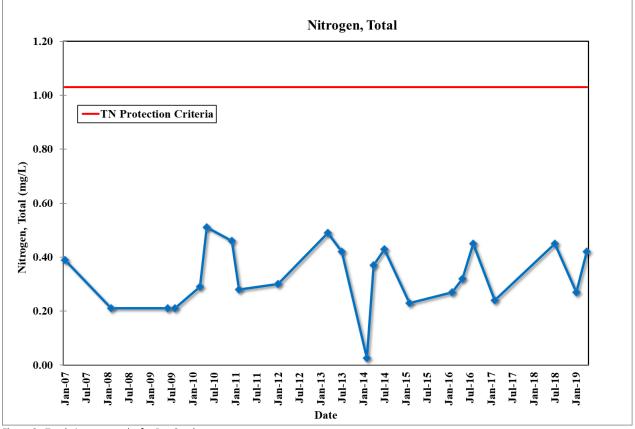


Figure 2. Total nitrogen results for Dry Creek.

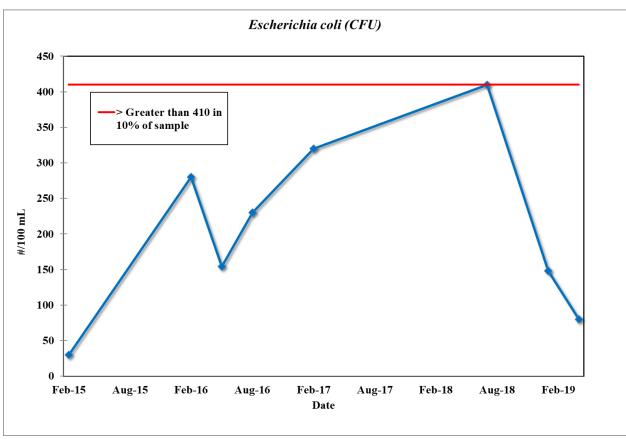


Figure 3. E. coli results for Dry Creek.

# <image>

# **Basin: Lake Miccosukee**

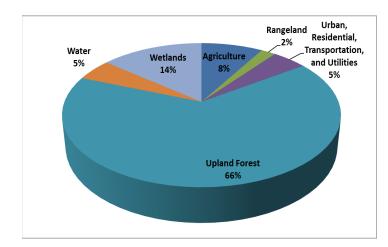
Lake Miccosukee is a 6,257-acre, phosphorus-limited lake that forms the northeastern border of Leon County. Lake Miccosukee is considered a shallow, prairie lake which historically drained via sinkholes becoming nearly dry in the process. The result of the natural drawdowns was a large reduction in the amount of organic matter content found in the bottom sediments.

In 1954, a control structure was constructed around the northern sinkhole and a wooden weir constructed at the southern end of the lake to stabilize water levels. Water level stabilization led to increased emergent vegetation in the lake, so that vegetation covered as much as 80% of the lake's surface. By taking up space and decreasing oxygen levels, the increased vegetation also contributed to the diminishment of the fish population and increased the amount of organic material in the sediment.

Because of rising concerns about the health of the lake, the control structure gate was opened during the 1999 drought, allowing part of the lake to drain into the aquifer via the sinkhole. Several areas of the lake were excavated, and part of the lake bottom was burned during the drawdown. The burning and excavation led to increased lake volume and removed a portion of the organic rich sediment. After tropical storms Allison and Barry passed through the area in 2001, Lake Miccosukee quickly refilled. A second drawdown was done in 2012. Prescribed burning was performed on a portion of the woody tussocks that float on the lake. The drawdown affected field operations with staff being unable to collect water samples for the 4<sup>th</sup> quarter of 2012.

In 2010, an additional sinkhole developed on the southeast side of the lake. While it's thought that this sinkhole won't completely drain the lake, it may keep the lake levels lower during dry periods.

As shown in the following pie chart, approximately 15% of land use in the 147,861-acre Lake Miccosukee basin is agriculture, rangeland, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



## Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water and sediment sampling were conducted and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

## Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period.

No exceedances were noted, but chlorophyll-*a* values and total nitrogen values were elevated in 2013, possibly as a result of nutrient fluxes associated with the most recent lake refilling. Values in 2014 were slightly lower, but chlorophyll-*a* and total phosphorus values increased in 2015. Sampling conditions prevented sampling during the 2<sup>nd</sup> quarter of 2016, but based on three samples, chlorophyll-*a* (13.0  $\mu$ g/L) and total nitrogen (0.79 mg/L) levels were similar to what was seen in 2015. Total phosphorus levels (0.03 mg/L) had decreased to 2014 levels. Nutrient and chlorophyll-*a* levels in 2017 were similar to what was found in 2014 with lower or similar levels in 2018 and 2019.

In 2020, an unusual chlorophyll-*a* result (59.3  $\mu$ g/L) during the fourth quarter sampling event skewed the 2020 chlorophyll-*a* geometric mean. This result is by far the highest chlorophyll-a reading measured by Leon County staff since sampling begin. Other readings taken at the same station in 2020 ranged from 6.1 to 7.5  $\mu$ g/L. While nothing unusual was noted at the time of sampling, it is possible that a filamentous strand or large clump of algae could have been dislodged from the surrounding emergent/floating vegetation and inadvertently introduced into the sample container, thus biasing the result. Elevated

BOD (3.6 mg/L) and total suspended solids (12.0 mg/L) levels also suggest a possibility of "clumps" of organic material in the water, including masses of algae.

Changes in the area around the station may have contributed to changes in nutrient concentrations (Figure 1). Previously, the area in the vicinity of station MI2 was dominated by *Nymphaea odorata*, the fragrant water lily. Florida Fish and Wildlife (FWC) contractors enlarged an open water area adjacent to the station that had encompassed the station area. More recently, emergent vegetation has again become more dominant, with the addition of floating tussock islands having formed, or floated into the sampling area. Because of the anthropogenic disturbances to the vegetative community, fluctuating water chemistry results have continued to occur.

## Dissolved Oxygen (DO)

As Figure 2 shows, the Lake Miccosukee stations showed percent DO saturation values that did not meet Class III water quality criteria. Staff considers the low DO normal for this lake because the stations are shallow and normally covered with vegetation, preventing rapid water exchange with the larger area of the lake. Plant respiration (samples were often taken in the morning hours) and organic sediments also contributed to the low DO saturation values. Because station MI2 has become less vegetated, more water circulation is occurring along with less plant respiration, thus allowing DO saturation values to increase.

## Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in Lake Miccosukee due to elevated levels of mercury.

<u>Click here for more information about fish consump-</u> tion advisories. **Table 1.** FDEP's chlorophyll-*a*, total nitrogen and phosphorus criteria for lakes applied to Lake Miccosukee.

	to Lake Miccosukee		
		Total	Total
Colored	Chlorophyll-a	Nitrogen	Phosphorus
		Threshold	Threshold
Lake	20.0 μg/L	1.27-2.23	0.05-0.16
		mg/L	mg/L
2004	4.6	0.28	0.02
2005	6.1	0.40	0.03
2006	2.9	0.52	0.02
2007	2.3	0.69	0.02
2008	3.3	0.61	0.01
2009	3.5	0.42	0.02
2010	8.8	0.70	0.03
2011	5.8	0.82	0.04
2012	-	-	-
2013	11.7	1.05	0.04
2014	9.5	0.86	0.03
2015	11.6	0.78	0.06
2016	-	-	-
2017	10.5	0.83	0.03
2018	7.5	0.68	0.02
2019	7.7	0.63	0.03
2020	11.5	0.67	0.02

## **Other Parameters**

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Based on ongoing sampling, Lake Miccosukee met the nutrient thresholds for the East Panhandle Region. Changes in the plant community are influencing nutrient, chlorophyll-*a* and percent DO saturation value levels at station MI2. Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

## Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>MI2.</u>

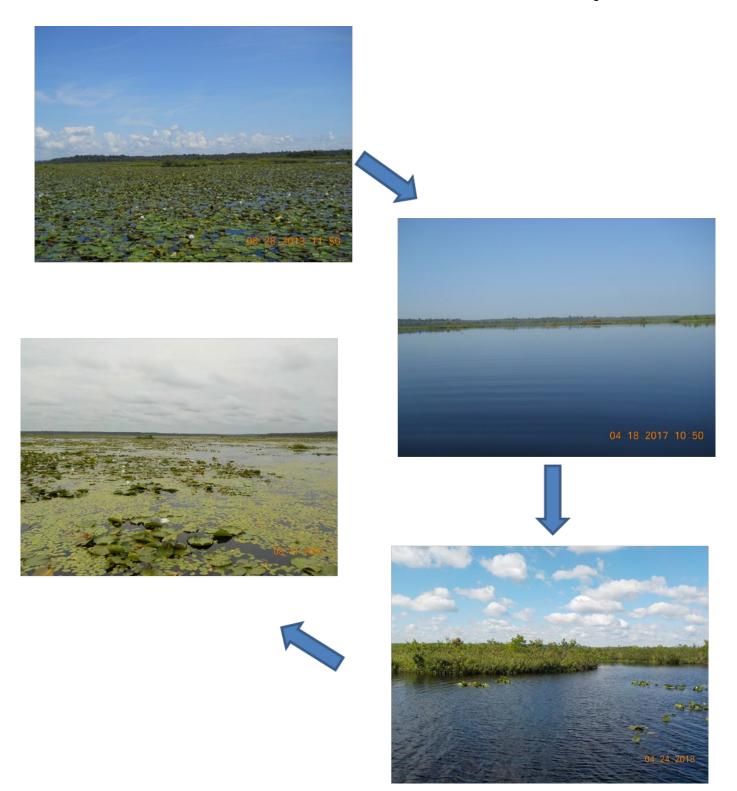


Figure 1. Station MI2 showing the variability of the plant community over time. Photos were taken in: 2013, 2017, 2018, and 2020.

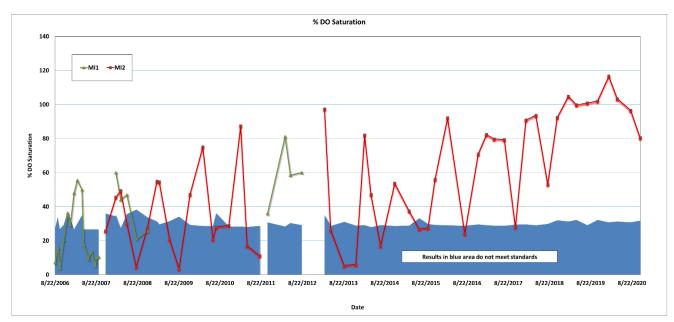
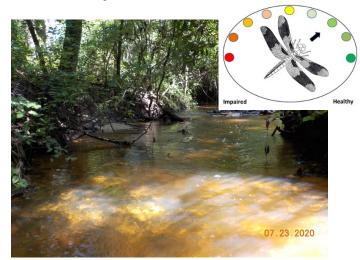


Figure 2. Dissolved Oxygen Percent Saturation results for Lake Miccosukee. Gaps in the data are due to low water, preventing sampling.

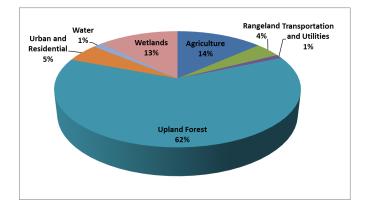
# Waterbody: Panther Creek



# **Basin: Lake Miccosukee**

Panther Creek is a tannic, nitrogen-limited stream that flows southeast and eventually drains into Lake Miccosukee.

As shown in the following pie chart, approximately 24% of land use in the 3,374-acre watershed is agricultural, rangeland, transportation, utilities or residential/urban. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



## Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water sampling was conducted to determine the health of Panther Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

#### Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions, four temporally independent samples per year have only been collected in years 2009 and 2013. Both the 2009 and 2013 results showed that Panther Creek met FDEP's NNC criteria. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total phosphorus or total nitrogen.

## Escherichia coli (E. coli)

The *E. coli* water quality limit of > 410 in 10% of samples collected over a thirty-day period was exceeded with the latest (and highest) exceedance occurring during the July 2018 sampling event (Figure 3). Since the watershed is relatively undeveloped, elevated *E. coli* levels are probably the result of wildlife in the area.

## **Other Parameters**

Other water quality parameters appear to be normal for the area and no impairments were noted.

## Conclusions

Based on ongoing sampling, Panther Creek met the nutrient thresholds for the East Panhandle Region. The *E. coli* water quality limits were exceeded several times. Since the watershed is relatively undeveloped, elevated *E. coli* levels are probably the result of wildlife in the area. Other water quality parameters appear to be normal for the area and no impairments were noted.

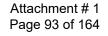
Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> stations sampled in 2020.

<u>Click here for a map of the watershed – Sample Site</u> 12.



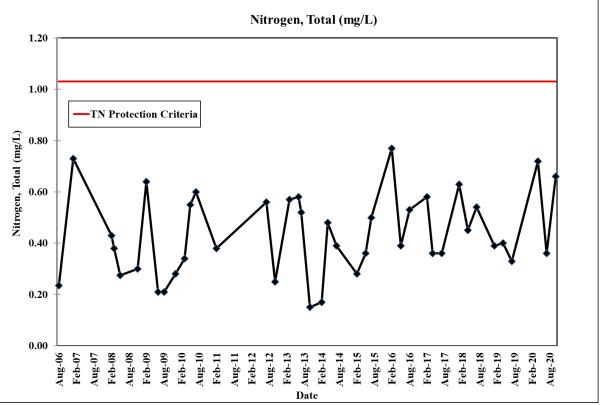


Figure 1. Total Nitrogen results for Panther Creek.

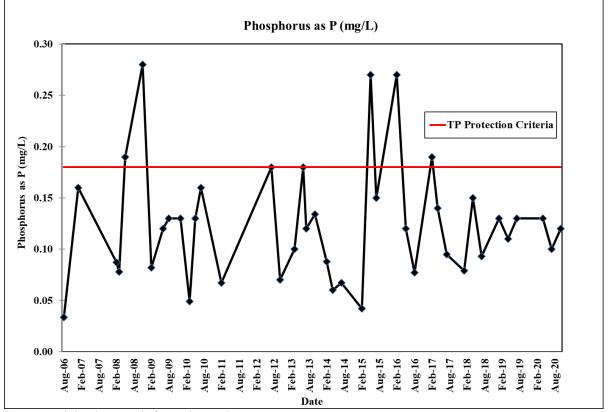


Figure 2. Total phosphorus results for Panther Creek.

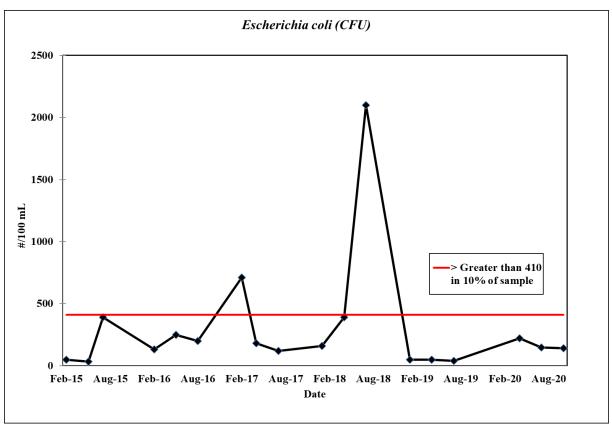
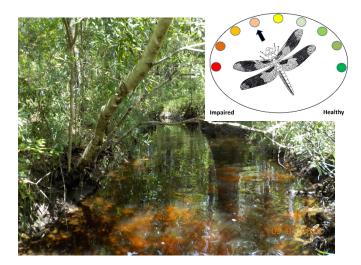


Figure 3. E. coli results for Panther Creek.

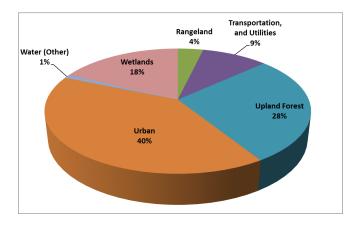


# Waterbody: Gum Creek

## **Basin: Lake Munson**

The urbanized Gum Creek system is located in central Leon County. Gum Creek meanders south through several wetlands, and eventually flows into Munson Slough.

As shown in the following pie chart, approximately 53% of the land uses in the 5,291-acre watershed are urban, utilities, transportation, and rangeland. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



## Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water samples were collected to determine the health of Gum Creek and met the requirements of the FDEP.

## Results

## Nutrients

Tables 1 and 2 represent Gum Creek's annual geometric means of total nitrogen and total phosphorus. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions, beaver activity, and construction activity related to the Capital Circle southwest widening, the required number of samples could not always be collected from the Gum Creek stations. The lack of data means that FDEP requirements for determining numeric nutrient criteria for some stations for several years could not be calculated. When the NNC criteria could be met, it was shown that no exceedances for nitrogen or phosphorus have occurred since 2006.

For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total phosphorus or total nitrogen. **Table 1.** FDEP's total nitrogen criteria for streams applied to Gum Creek.

 Results in bold signify exceedances of the State criteria. Station GC2 is no longer sampled.

Gum Creek	Instream Protection Criteria						
Gum creek	TN (1.03 mg/L)						
Year	GC1	GC1 GC2 GC3 GC4 GC2T					
2005	0.69	0.63	0.53	0.69	-		
2006	1.10	0.89	-	0.57	-		
2007-2008	-	-	-	-	-		
2009	0.66	-	0.53	0.77	0.59		
2010	0.93	-	0.82	1.03	0.75		
2011-2012	-	-	-	-	-		
2013	0.68	-	0.66	-	-		
2014	-	-	-	-	-		
2015	-	-	-	-	0.71		
2016	-	-	0.59	-	-		
2017	-	-	0.73	0.95	-		
2018	0.56	-	0.65	0.74	-		
2019	-	-	0.65	-	-		
2020	-	-	-	-	-		

 Table 2. FDEP's total phosphorus criteria for streams applied to Gum

 Creek. All results were within the State criteria. Station GC2 is no longer sampled.

Gum	Instream Protection Criteria					
Creek	TP (0.18 mg/L)					
Year	GC1	GC1 GC2 GC3 GC4 GC2T				
2005	0.05	0.05	0.10	0.15	-	
2006	0.11	0.13	0.08	0.09	-	
2007-2008	-	-	-	-	-	
2009	0.06	-	0.05	0.08	0.05	
2010	0.05	-	0.05	0.07	0.04	
2011-2012	-	-	-	-	-	
2013	0.04	-	0.06	-	-	
2014	-	-	-	-	-	
2015	-	-	-	-	0.05	
2016	-	-	0.05	-	-	
2017	-	-	0.04	0.05	-	
2018	0.05	-	0.05	0.07	-	
2019	-	-	0.05	-	-	
2020	-	-	-	-	-	

## Dissolved Oxygen (DO)

As Figure 3 shows, Gum Creek station GC2T periodically failed to meet the Class III criteria for DO. Station GC4 failed to meet the limit once over the period of record. Due to beaver activity, the flow at station GC2T is often stagnant or flowing very slowly, leading to low DO levels.

## Fecal Coliforms and Escherichia coli (E. coli)

The *E. coli* water quality limit of > 10% threshold value of 410 in 10% or more of samples in a 30-day period was occasionally exceeded during the sampling period (Figure 4). There has not been an exceedance since 2018.

## Conclusions

Apart from Station GC1's total nitrogen levels exceeding the state criteria in 2006, Gum Creek met the nutrient thresholds in the East Panhandle Region. Station GC2T periodically failed to meet the Class III criteria for DO. Station GC4 failed to meet the limit once over the period of record. the *E. coli* water quality limit of > 10% threshold value of 410 in 10% or more of samples in a 30-day period was occasionally exceeded during the sampling period. There has not been an *E. coli* exceedance since 2018.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

## Contact and resources for more information

## www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> stations sampled in 2020.

<u>Click here for a map of the watershed – Sample Sta-</u> tions GC1, GC2T, GC3 and GC4.

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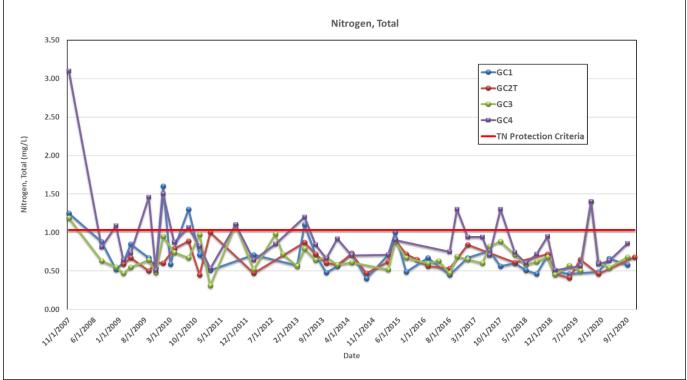


Figure 1. Total Nitrogen results for Gum Creek.

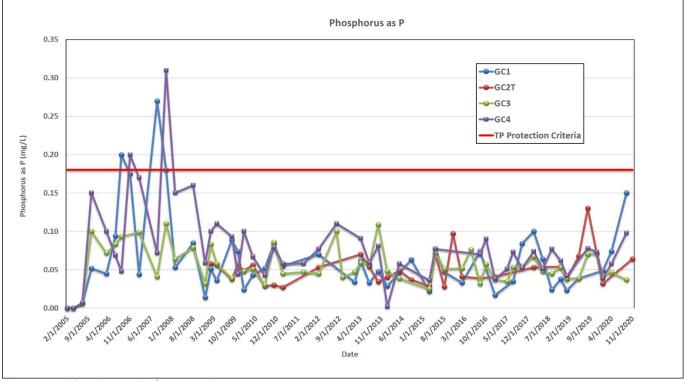
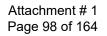


Figure 2. Total Phosphorus results for Gum Creek.



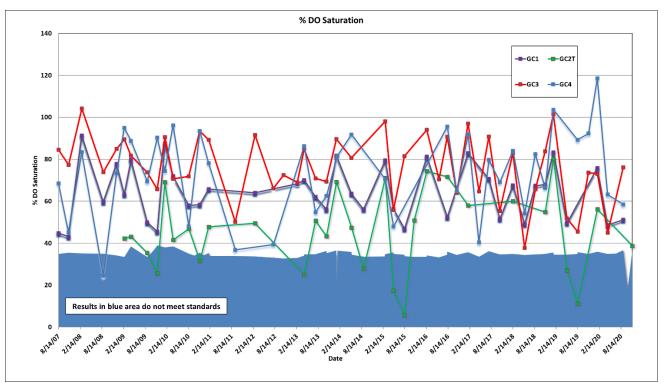


Figure 3. Dissolved Oxygen Percent Saturation results for Gum Creek.

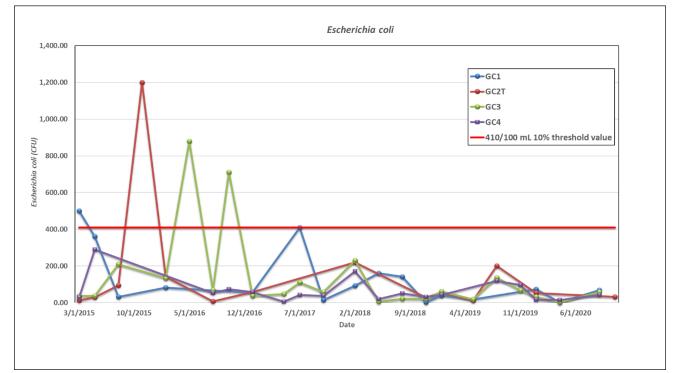


Figure 4. Escherichia coli results for Gum Creek.

# Waterbody: Lake Bradford



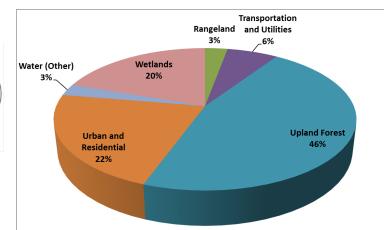
## Basin: Lake Munson

The Bradford Brook Chain of Lakes is composed of the cypress rimmed, dark water Lakes Bradford (179 acres), Hiawatha (51 acres) and Cascade (124 acres) and is located in western Leon County. Water typically flows east via Bradford Brook into Lake Cascade. Lake Hiawatha receives flow from Lake Cascade via a culvert beneath Capital Circle Southwest. Much of the water entering Lake Bradford is via Lake Hiawatha, though at times Grassy Lake flows into Lake Bradford. On occasion, flow is reversed and Lake Bradford flows into Lake Hiawatha which then flows into Lake Cascade. In addition, groundwater sources of flow are possible.

As shown in the pie chart, approximately 31% of land uses in the 17,637-acre Bradford Brook watershed are rangeland, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

## Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation.



Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use. Leon County also conducted a vegetation survey to evaluate the health of floral (plant) communities.

## Methods

Surface water and sediment samples were collected to determine the health of Lake Bradford and met the requirements of the Florida Department of Environmental Protection (FDEP).

## Results

## Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC and expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. 
 Table 1. FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for lakes applied to Lake Bradford.

Colored Lake	Chlorophyll- <i>a</i> 20 μg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	3	0.34	0.01
2005	3	0.35	0.02
2006	2	0.46	0.02
2007	2	0.68	0.03
2008	5	0.75	0.03
2009	3	0.64	0.03
2010	4	0.61	0.03
2011	11	0.83	0.05
2012	12	0.59	0.03
2013	13	0.67	0.02
2014	3	0.69	0.02
2015	13	0.64	0.03
2016	10	0.63	0.02
2017	12	0.67	0.02
2018	13	0.71	0.03
2019	8	0.50	0.02
2020	-	-	-

While state numeric nutrient criteria were not exceeded during the sampling period, chlorophyll-a results in the latter half of sampling tended to be elevated. Originally it was thought that lake levels were lower at the time and lake water was not as tannic, so nutrients were concentrated and greater light penetration occurred, enhancing algal growth. However, even when the lake color levels increased, the higher algal levels have persisted. An algal bloom during the August 2015 sampling event elevated chlorophyll-a levels (82.5  $\mu$ g/L). The cause of the bloom is unknown. Other chlorophyll-a values taken in 2015 were relatively low (6.2, 10.1 and 5  $\mu$ g/L). The levels in 2018 ranged from 2.8 to an elevated  $35.0 \,\mu\text{g/L}$ , while levels in 2019 were the lowest levels since 2015; ranging from 4.6 to 13.4  $\mu$ g/L. Due to the pandemic, samples could not be collected in the 2<sup>nd</sup> quarter of 2020 which prevented the calculation of

#### Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in Lake Bradford due to elevated levels of mercury.

## <u>Click here for more information about fish consump-</u> tion advisories.

## Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Based on ongoing sampling, Lake Bradford met the nutrient thresholds for the East Panhandle Region, though increasing chlorophyll levels continue to be a cause of concern.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

## Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

## Click here for a map of the watershed – Sample Site BOB.

# Waterbody: Lake Cascade

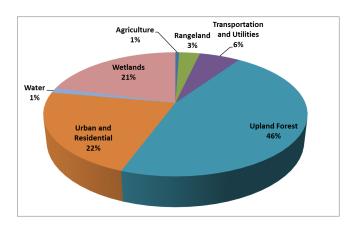
# Basin: Lake Munson

The Bradford Brook Chain of Lakes is composed of the cypress rimmed Lakes Bradford (179 acres), Hiawatha (51 acres) and Cascade (124 acres) and is located in western Leon County. Water typically flows east via Bradford Brook into Lake Cascade. Lake Hiawatha receives flow from Lake Cascade via a culvert beneath Capital Circle Southwest. Much of the water entering Lake Bradford is via Lake Hiawatha, though at times Grassy Lake flows into Lake Bradford. On occasion, flow is reversed and Lake Bradford flows into Lake Hiawatha which then flows into Lake Cascade. In addition, groundwater sources of flow are possible.

As shown in the following pie chart, approximately 32% of land uses in the 16,591-acre Lake Cascade watershed are agriculture, rangeland, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

## Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat



or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

Lake Cascade has an active sinkhole and is affected by drought conditions more than either Bradford or Hiawatha. Due to drought conditions, sampling has been intermittent, and results remain inconclusive.

## Methods

Surface water sampling was performed to determine the health of Lake Cascade and met the requirements of the Florida Department of Environmental Protection (FDEP).

## Results

## Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions, the required number of samples could not always be collected. The lack of data means that FDEP requirements for determining numeric nutrient criteria for some stations for several years could not be calculated. When the NNC criteria could be met, it was shown that no exceedances for nitrogen or phosphorus have occurred since 2006.

For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1-3). With few exceptions, individual values did not exceed the in-lake criteria.

While the geometric means for the NNC parameters were never exceeded, individual values occasionally rose above the threshold values. There was a large increase in total nitrogen and phosphorus in 2013 (4<sup>th</sup> and 1<sup>st</sup> quarters, respectively) and a smaller increase in phosphorus levels during the 1st quarter of 2018. Increased levels of nutrients could be attributed to the decay of terrestrial plants that grew in the lake bottom during drought conditions or possibly stormwater runoff associated with the southwest Capital Circle widening. Post nutrient levels have decreased. The chlorophyll-a value for the 1<sup>st</sup> guarter of 2019 (89.3  $\mu$ g/L) is by far the highest chlorophyll-a value recorded on Lake Cascade. Other water quality parameters taken during that time frame did not suggest an algal bloom or nutrient problem, so it is unknown why the chlorophyll-a value was so elevated.

## **Other Parameters**

Other water quality parameters appear to be normal for the area and no other impairments were noted.

## Conclusions

Based on ongoing sampling, Lake Cascade continued to meet the nutrient thresholds for the East Panhandle Region and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

Table 1. FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for	
lakes applied to Lake Cascade.	

Colored Lake	Chlorophyll- <i>a</i> 20 μg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	2.8	0.21	0.01
2005	2.4	0.43	0.01
2006	3.6	0.38	0.01
2007-2012	-	-	-
2013	4.7	1.16	0.02
2014	4.5	0.79	0.02
2015	-	-	-
2016	5.7	0.76	0.01
2017	4.8	0.83	0.01
2018-2020	-	-	-

## Contact and resources for more information

## www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

Click here for a map of the watershed – Sample Site BOC.

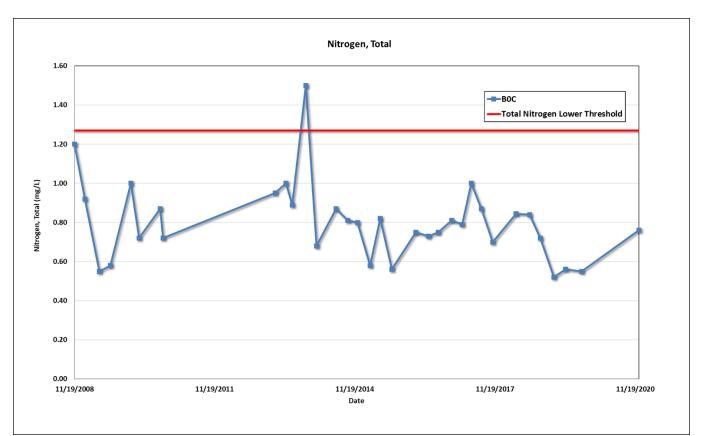


Figure 1. Total Nitrogen results for Lake Cascade.

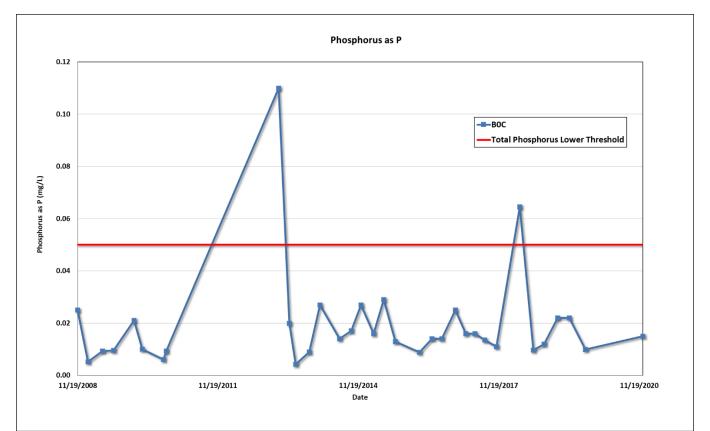


Figure 2. Total Phosphorus results for Lake Cascade.

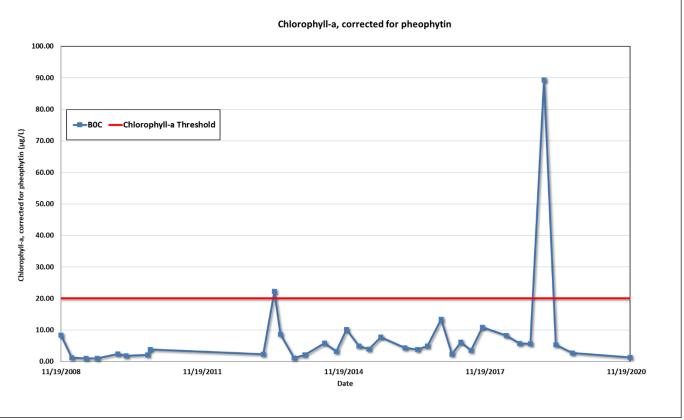
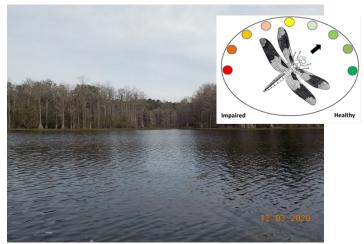


Figure 1. Chlorophyll-*a* results for Lake Cascade.

# Waterbody: Lake Hiawatha



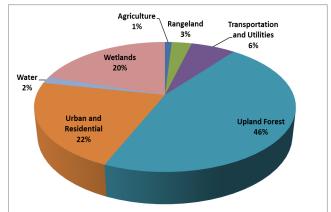
# **Basin: Lake Munson**

The Bradford Brook Chain of Lakes is composed of the cypress rimmed, dark water Lakes Bradford (179 acres), Hiawatha (51 acres) and Cascade (124 acres) and is located in western Leon County. Water typically flows east via Bradford Brook into Lake Cascade. Lake Hiawatha receives flow from Lake Cascade via a culvert beneath Capital Circle Southwest. Much of the water entering Lake Bradford is via Lake Hiawatha, though at times Grassy Lake flows into Lake Bradford. On occasion, flow is reversed and Lake Bradford flows into Lake Hiawatha which then flows into Lake Cascade. In addition, groundwater sources of flow are possible.

As shown in the following pie chart, approximately 32% of land uses in the 17,023-acre Lake Hiawatha watershed are agriculture, rangeland, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

## Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of



habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water and sediment sampling were conducted to determine the health of Lake Hiawatha and met the requirements of the Florida Department of Environmental Protection (FDEP).

## Results

## Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water or lack of access, the required number of samples could not always be collected for Lake Hiawatha. The lack of data means that FDEP requirements for determining numeric nutrient criteria could not be calculated for some years. When data requirements were met, nutrient values did not exceed the state criteria. However, nitrogen values in some years have more than doubled since 2004. The highest single total nitrogen result (1.3 mg/L) recorded in Lake Hiawatha was in February of 2020. Water levels were low (0.8 meters; average is 1.2 meters) during that sampling event, suggesting that nutrients had concentrated as water levels dropped. At the same time, all nitrogen analyzed during the same sampling event was in the organic form and would temporarily be unavailable for nutrient uptake.

Colored Lake	Chlorophyll-a 20 μg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	1.6	0.33	0.01
2005	3.4	0.37	0.01
2006	1.9	0.47	0.01
2007	2.4	0.63	0.02
2008	-	-	-
2009	1.9	0.76	0.02
2010	3.2	0.60	0.02
2011-2013	-	-	-
2014	2.2	0.67	0.01
2015	6.7	0.68	0.01
2016	7.1	0.74	0.01
2017	8.3	0.72	0.02
2018	5.5	0.70	0.02
2019	7.7	0.52	0.02
2020	-	-	-

Table 1. FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for	
lakes applied to Lake Hiawatha.	

While still relatively low, chlorophyll-a levels steadily increased in the latter half of the sampling period (2015-2020).

## **Other Parameters**

Other water quality parameters appear to be normal for the area and no other impairments were noted.

## Conclusions

Based on ongoing sampling, Lake Hiawatha met the nutrient thresholds for the East Panhandle Region. The more than doubling of nitrogen values over the sampling period and the elevated chlorophyll-a levels in the last several years continue to be a concern.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

## Contact and resources for more information

## www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>BOH.</u>



# Basin: Lake Munson

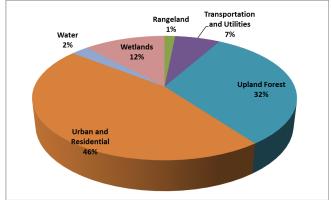
Lake Munson is an approximately 288-acre, cypressrimmed, nitrogen-limited lake located south of the City of Tallahassee. The lake is believed to have originally been a cypress swamp but has since been impounded and now functions as a shallow man-made lake. Lake Munson receives much of its water from the heavily altered Munson Slough and its tributaries. Lake outflow continues southward via Munson Slough and finally drains into Ames Sink. Dye trace studies have confirmed a direct connection between Ames Sink and Wakulla Springs.

The lake has a history of severe water quality and ecological problems including fish kills, algal blooms, exotic vegetation and snails, high nutrient and bacterial levels, low game fish productivity, sediment contamination, and depressed oxygen levels.

As shown in the following pie chart, approximately 54% of land use in the 38,790-acre Lake Munson basin is rangeland, transportation, utilities, urban or residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.

## Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but



excessive human disturbance may result in waterbody degradation.

Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

The lake received a Total Maximum Daily Load (TMDL) by the Florida Department of Environmental Protection (FDEP) in 2013. The TMDL requires the lake to meet the dissolved oxygen criterion and nutrient TMDL concentrations, which, based on mean concentrations from the 2004-2008 period, will require a 50 percent reduction for Biological Oxygen Demand (BOD), a 32.5 percent reduction for Total Nitrogen (TN), a 76.7 percent reduction for Total Phosphorus (TP) and a 31.9 percent reduction in turbidity.

There has been a consensus that the organic and nutrient-rich sediments in Lake Munson are contributing to the poor water quality and that sediment removal would be the best way to improve the lake's water quality. Unfortunately, sediment removal would be logistically very difficult and extremely expensive. Another option is to periodically drain the lake. The lake drawdowns are expected to result in de-watering, compaction, and partial oxidation of sediments thus creating a sediment "cap" that would serve to improve water quality and simultaneously generate suitable habitat for fish spawning.

On April 27, 2010, the Leon County Board of County Commissioners directed staff to implement the County's Science Advisory Committee lake drawdown recommendations. After additional meetings, which included staff and committee members from the Florida Fish and Wildlife Conservation Commission, FDEP, U.S. Forest Service, Leon County Science Advisory and Water Resource Committees, and the community surrounding the lake, it was decided to start the lake drawdown October 18, 2010. The drawdown continued until June 14, 2011. Sampling recommenced in the third quarter of 2011.

#### Methods

Surface water sampling, sediment sampling and a Lake Vegetation Index (LVI) were conducted and met the collection and analysis requirements of the FDEP.

## Results

## Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC and expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period.

Geometric means of chlorophyll-a, total nitrogen and total phosphorus exceeded the state criteria several times over the sampling period. The geometric mean for chlorophyll-a in 2013 (85.0  $\mu$ g/L) was the highest reading on record. However, starting in 2017 there was a substantial drop in chlorophyll-a values. While total phosphorus values still exceeded the NNC values in 2017 and 2019, total phosphorus, total nitrogen, and chlorophyll-a values continue to drop over time. The 2020 phosphorus and nitrogen NNC results are at the lowest or second lowest levels recorded by Leon County staff. Staff believe that a combination of upstream nutrient reduction and the re-establishment of aquatic vegetation are contributing to the reduction of chlorophyll-a and water column nutrients.

**Table 1.** FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for lakes applied to Lake Munson. Due to the lake drawdown, staff could not collect samples for the first and second quarters of 2011. Results in bold signify exceedances of the State criteria.

Clear Lakes High Alkalinity	Chl-a 20 µg/L	Total Nitrogen 1.05-1.91 mg/L	Total Phosphorus 0.03-0.09 mg/L
2004	3.6	0.35	0.06
2005	13.8	0.62	0.11
2006	12.4	1.38	0.19
2007	10.9	1.49	0.30
2008	13.1	0.76	0.20
2009	5.5	0.88	0.17
2010	8.7	1.07	0.16
2011	-	-	-
2012	39.0	1.08	0.18
2013	85.0	1.51	0.24
2014	13.9	1.27	0.24
2015	54.3	1.37	0.22
2016	24.9	0.70	0.15
2017	8.0	0.50	0.11
2018	19.2	0.60	0.09
2019	11.1	0.52	0.11
2020	5.6	0.38	0.05

As shown in Figures 1 through 4, past levels of BOD, total nitrogen, total phosphorus, and turbidity levels were consistently above the TMDL limits, but levels are slowly dropping. Algal blooms, represented by chlorophyll-a (Figure 5), continue to be a problem in Lake Munson, but values continue to drop.

#### **Floral Assessment**

The Lake Vegetation Index score for Lake Munson was 53, placing the lake's vegetative community in the healthy category.

Sixty-six species were found during the survey. The native species coontail (*Ceratophyllum demersum*) and pond cypress (*Taxodium ascendens*) were the most dominant species in the lake. Other vegetation included; southern waternymph (*Najas guadalupensis*), red maple (*Acer rubrum*), buttonbush (*Cephalanthus occidentalis*) and swamp tupelo (*Nyssa sylvatica biflora*). Both the coontail and southern waternymph are welcome additions to the aquatic vegetation community since they have not been seen in substantial amounts in the lake for several years.

Unfortunately, wild taro (*Colocasia esculenta*), water hyacinth (*Eichhornia crassipes*), Peruvian primrose willow (*Ludwigia peruviana*), Chinese privet (*Ligustrum sinense*), Chinese Tallow Tree (*Sapium sebiferum*), hydrilla (*Hydrilla verticillata*) and torpedo grass (*Panicum repens*), all listed as Category I Invasive Exotics (Florida Exotic Pest Control Council), were found in the littoral zone of Lake Munson: <u>http://www.fleppc.org/</u>). Alligator weed (*Alternanthera philoxeroides*), is a Category II Invasive Exotic found in the lake. Other non-native species in and around the lake include water spangles (*Salvinia minima*).

Due to the overabundance of invasive exotic plants, the Florida Fish and Wildlife Conservation Commission (FWC) sent teams out in October of 2020 to apply herbicides to the emergent and submersed invasive exotics in Lake Munson. A substantial amount of exotic plants was treated, allowing natives to continue to establish themselves in the water column. The FWC's Invasive Plant Management Program can be accessed via the following webpage:

<u>https://myfwc.com/wildlifehabitats/habitat/invasive</u> <u>-plants/</u>.

<u>Click here for more information on the Lake Munson</u> <u>LVI.</u> <u>Click here for more information on common exotic</u> and invasive plants in Leon County wetlands and waterbodies.

#### Fish Consumption Advisory

The Florida Department of Health (FDOH) has issued consumption limits for certain fish in Lake Munson due to elevated levels of mercury.

## <u>Click here for more information about fish consump-</u> tion advisories.

State agencies performed fish tissue sampling in 2019 to revisit the need to continue the consumption advisories for polychlorinated biphenyls (PCBs). FDOH determined in 2021 that PCB levels in fish tissues were at very low levels and that the current mercury advisories would be protective of human health.

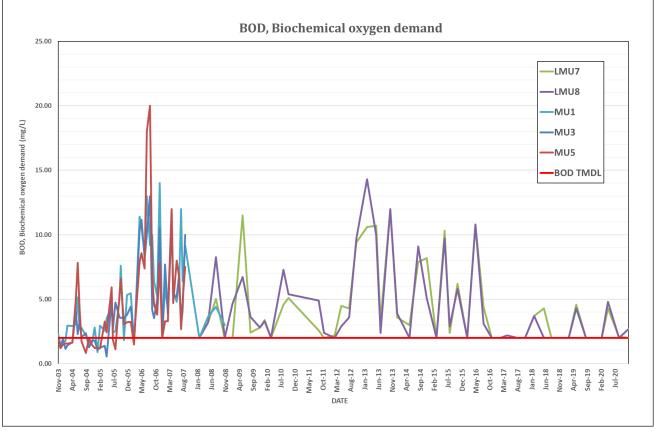


Figure 1. BOD results for Lake Munson.

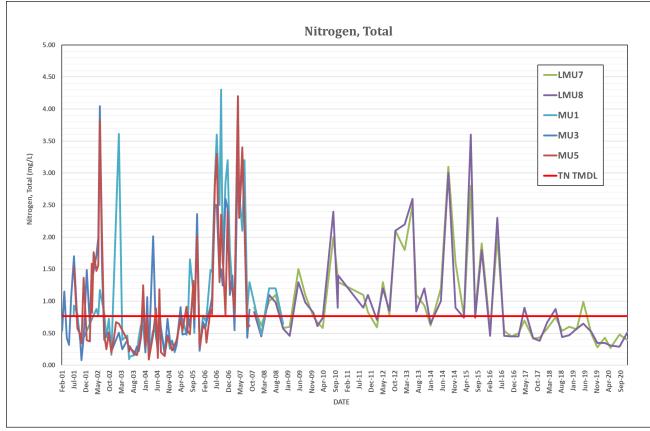
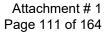


Figure 2. Total Nitrogen results for Lake Munson.



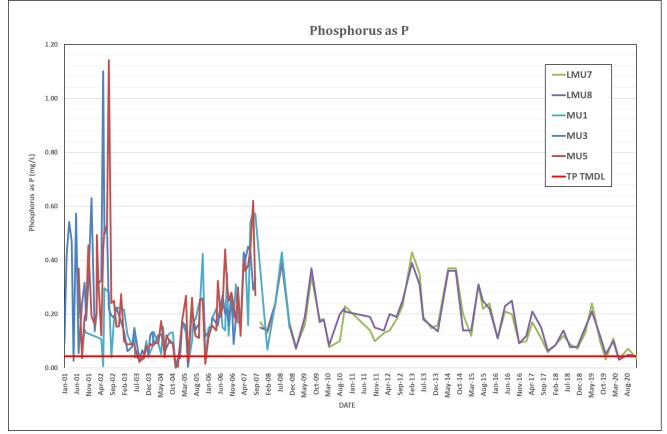


Figure 3. Total phosphorus results for Lake Munson.

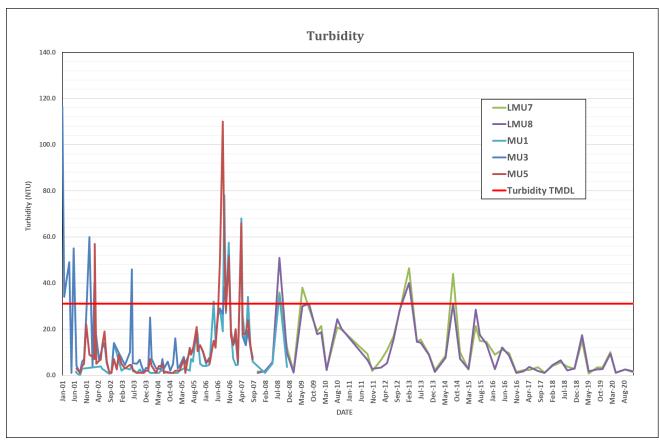


Figure 4. Turbidity results for Lake Munson.

Attachment # 1

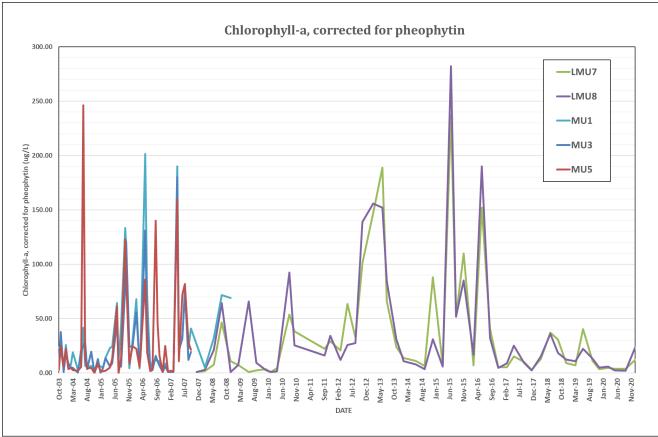


Figure 5. Chlorophyll-a results for Lake Munson.

#### Sediment

The Florida Department of Environmental Protection (FDEP)-Florida Geological Survey (FGS) was contracted by the Leon County Public Works Engineering Services Division (County) via an Interlocal Agreement to assess the sediments in Lake Munson, Lake Henrietta, and in the section of Munson Slough between these lakes. The purpose of the project was to obtain information to assist the County in its efforts to restore the ecology of Lake Munson. This information includes characterization of the sediment types, their distribution and thicknesses, and the concentrations of any contaminants found within the organic layer in these lakebed sediments. This was accomplished by conducting a ground penetrating radar (GPR) survey, sediment sample collection by vibracoring, and laboratory chemical analyses of collected sediment.

The GPR survey of Lake Munson was conducted in June 2018. A report containing the findings of the

survey was transmitted to Leon County in September 2018. The sediment lithologies in the vibracores were compared with the GPR data and estimates of the thickness and volume of the organic sediments in Lake Munson were calculated.

Between September and November 2018, the FGS collected vibracores from 37 sample sites. Leon County provided 32 site locations in Lake Munson, two site locations in Lake Henrietta, and three site locations in Munson Slough. Two sediment samples were collected from each of the vibracores and provided to FDEP-Central laboratory for analysis. These samples were collected from the top and the bottom of the organic layer in each core.

The sediments in Lake Munson contain concentrations of benzo(a)pyrene equivalents, total recoverable hydrocarbons (TRPH), arsenic, barium, chromium, lead, total polychlorinated biphenyls (PCBs), and dieldrin exceeding one or more of the residential, commercial or leachability Soil Cleanup Target Level (SCTL) standards. The concentrations of these contaminants in the sediment samples from Munson Slough do not exceed any of these standards. In Lake Henrietta, the sediment contains concentrations of benzo(a)pyrene equivalents, TRPH, arsenic, and barium that exceed residential or commercial SCTL standards. The SCTL standards for leachability for chromium and dieldrin were exceeded and the sediment also contains elevated levels of total PCBs.

Exceedances of SCTL standards in the Lake Munson and Lake Henrietta samples resulted in the need for additional analytical work. Ten samples containing the highest contaminant concentrations were analyzed using the EPA's Simulated Precipitation Leaching Procedure (SPLP). Results from these samples indicate none of the analyzed contaminants will leach at concentrations above groundwater standards under simulated precipitation conditions.

The SPLP analysis of the most heavily contaminated sediment samples in Lake Henrietta and Lake Munson indicated the detected contamination is tightly bound and does not leach above analytical method detection limits under simulated rainfall. This was anticipated as most of Lake Munson's exceedances of SCTL standards occur in clays and fine organic sediments in the upper portion of the lake's sediments. The lack of clays and fine organic sediments in the Munson Slough cores suggests that most of the contaminants found in Lake Henrietta and Lake Munson are being transported, adsorbed to these sediments, and/or adsorbed onto these sediments once in the lakes.

#### Conclusions

Nutrient and chlorophyll-*a* values did not exceed NNC limits in 2020. Staff believe that a combination of upstream nutrient reduction and the reestablishment of aquatic vegetation are contributing to the reduction of chlorophyll-a and water column nutrients. The floral community is considered "healthy" by the LVI. Native floating and emergent vegetation are becoming more prevalent in the lake.

The sediments in Lake Munson contain concentrations of benzo(a)pyrene equivalents, total recoverable hydrocarbons (TRPH), arsenic, barium, chromium, lead, total polychlorinated biphenyls (PCBs), and dieldrin exceeding one or more of the residential, commercial or leachability SCTL standards. The SPLP analysis of the most heavily contaminated sediment samples in Lake Henrietta and Lake Munson indicate the detected contamination is tightly bound and does not leach above analytical method detection limits under simulated rainfall.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

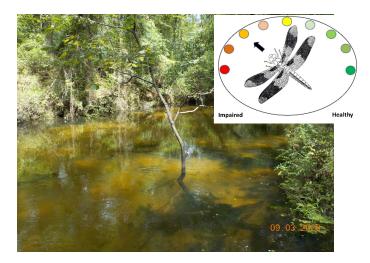
#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

## <u>Click here for a map of the watershed – Sample Sites</u> <u>LMU7 and LMU8.</u>

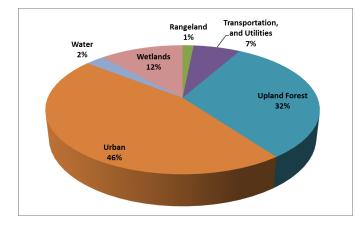
#### Waterbody: Munson Slough



#### **Basin: Lake Munson**

The heavily urbanized Munson Slough and its tributaries are located in central Leon County and drain a portion of the City of Tallahassee. The Slough flows south into and out of Lake Munson, then continues to Eight Mile Pond. After exiting Eight Mile Pond, the Slough flows under Oak Ridge Road and enters Ames Sink, which is known to be connected to Wakulla Springs.

As shown in the figure below, approximately 54% of land use in the 38,790-acre basin is residential, commercial, industrial or transportation. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



#### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Total Maximum Daily Load (TMDL)

The Florida Department of Environmental Protection (FDEP) issued several TMDLs for Munson Slough including both upstream and downstream of Lake Munson. The TMDLs are as follows:

#### TMDLs upstream of Lake Munson

The dissolved oxygen TMDL targets are 5-day biological oxygen demand (BOD<sub>5</sub>) of 2.00 mg/L, total nitrogen (TN) of 0.72 mg/L, and total phosphorus (TP) of 0.15 mg/L and are allocated as follows. To meet the dissolved oxygen TMDL criterion, water chemistry concentrations will require a 50 percent reduction for BOD<sub>5</sub>, an 8.35 percent reduction for TN, and a 17.53 percent reduction for TP at sources contributing to exceedances of the TMDLs.

The fecal coliform TMDL for portions of Munson Slough would require a 96.9 percent reduction at sources contributing to exceedances of the criteria where the Slough crosses under Springhill Road, and a 91.5 percent reduction at the Slough where it crosses under Capital Circle southwest. However, the fecal coliform standard in Florida has been supplanted by standards developed for *Escherichia coli*.

#### TMDLs downstream of Lake Munson

The dissolved oxygen TMDL is an in-stream concentration for  $BOD_5$  of 2.00 mg/L and is allocated as follows. In-stream concentrations must meet the dissolved oxygen criterion and  $BOD_5$  TMDL concentrations will require a 52.9 percent reduction at sources contributing to exceedances.

The un-ionized ammonia impairment will be addressed by reductions in total ammonia. The total ammonia TMDL is an in-stream concentration of 0.32 mg/L and is allocated as follows. The in-stream un-ionized ammonia concentrations must meet the water quality criterion, which requires a 33.3 percent reduction of total ammonia at sources contributing to exceedances. However, the un-ionized ammonia criterion has been replaced with the Total Ammonia Nitrogen (TAN) criterion.

#### Methods

Surface water samples were collected to determine the health of Munson Slough and met the requirements of the FDEP.

#### Results

Due to drought, stations were occasionally dry or "puddled" during the sampling period. When viewing tables and figures, the absence of data means there was not enough data collected (due to lack of water or in the case of Station MS2, activities related to the Lake Munson Dam project) to fulfill data requirements. FDEP's current numeric nutrient data requirements state "that there shall be at least four temporally independent samples per year . . .". Due to low water conditions, four temporally independent samples per year swith the latest being in 2020. As of 2010, Station MS3 is no longer sampled.

#### Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The nutrient thresholds and results are found in Tables 1 and 2.

Table 1. FDEP's total nitrogen criteria for streams applied to Munson
Slough. Results in bold signify exceedances of the State criteria.

Munson	Instream Protection Criteria					
Slough		TN (1.03 mg/L)				
Year	MS1	MS2	MS3	MS4	MS5	
2006	0.75	1.44	1.32	1.43	-	
2007	1.36	1.59	-	-	-	
2008	0.89	0.73	-	-	0.87	
2009	0.62	0.73	0.74	-	-	
2010	1.09	1.35	-	1.35	1.14	
2011	0.80	-	-	-	-	
2012	0.90	-	-	1.02	-	
2013	1.27	-	-			
2014	0.97	1.08	-	1.16	1.08	
2015	0.81	1.41	-	1.39	-	
2016	-	0.89	-	0.89	-	
2017	0.73	-	-	-	-	
2018	0.69	0.63	-	0.60	-	
2019	-	-	-	-	-	
2020	0.51	-	-	-	-	

Table 2. FDEP's total phosphorus criteria for streams applied to Munson
Slough. Results in bold signify exceedances of the State criteria.

Munson	Instream Protection Criteria					
Slough		TP (0.18 mg/L)				
Year	MS1	MS2	MS3	MS4	MS5	
2006	0.16	0.24	0.19	0.22	-	
2007	0.21	0.28	-	-	-	
2008	0.12	0.25	-	-	0.28	
2009	0.11	0.18	0.18	-	-	
2010	0.13	0.16	-	0.17	0.18	
2011	0.11	-	-	-	-	
2012	0.20	-	-	0.17	-	
2013	0.17	-	-	-	-	
2014	0.14	0.23	-	0.23	0.21	
2015	0.11	0.23	-	0.23	-	
2016	-	0.19	-	0.18	-	
2017	0.09	-	-	-	-	
2018	0.11	0.09	-	0.08	-	
2019	-	-	-	-	-	
2020	0.08	-	-	-	-	

The Munson Slough total nitrogen and phosphorus levels exceeded the NNC at all stations during the period of record. However, recent trends suggest that nutrient levels are dropping in the Slough. The 2017, 2018 and 2020 nitrogen and phosphorus levels for station MS1 both met the NNC. Stations MS2 and MS4 met the NNC for both nitrogen and phosphorus in 2018. While nitrogen levels occasionally exceeded TMDL levels in recent years (2017-2018), overall, levels appear to be decreasing (Figures 1 and 2).

Since the Munson Slough watershed is heavily urbanized, and the Slough itself has been significantly altered over the years, there are elevated nutrients in this system for several reasons. Urban runoff tends to have high nutrient loads due to fertilizers, lawn clippings, sediments, animal droppings, sewer overflows, etc. In recent years, improvements in upstream stormwater facilities and Best Management Practices (BMPs) have contributed to lower nutrient levels.

#### Total Ammonia Nitrogen (TAN)

The TAN criterion (0.29 mg/L and based on water temperature and pH) was exceeded (0.57 mg/L) during the  $2^{nd}$  quarter of 2015 at Station MS2. No exceedances were noted from 2016-2020.

#### Escherichia coli

An extremely high result was recorded during the June 2018 sampling event at station MS4. The result, 6,900/100 mL, exceeded the Class III water quality standard (410 in 10% or more samples), was extremely unusual since other water quality parameters that could be associated with bacterial contamination (e.g. total suspended solids, biological oxygen demand) appeared normal for this site. Staff expects that it was an abnormal event, either related to wildlife, or possibly, a sampling or laboratory error. There have been no *E. coli* exceedances since.

# Dissolved Oxygen (DO) and Chlorophyll-a

FDEP's DO criterion shows very few results that did not meet the threshold (Figure 3). However, this does not in any way invalidate the TMDL. Algal blooms represented by chlorophyll-a (Figure 4) can produce large amounts of oxygen during daylight hours via photosynthesis. Conversely, during nighttime hours, respiration occurs and algal blooms remove DO from the water, which may lead to little or no oxygen in the water column. The chlorophyll-*a* result (503  $\mu$ g/L) from Station MS2 during the February 2013 sampling event is the highest chlorophyll-*a* value recorded from any Leon County water quality station.

# Biological Oxygen Demand (BOD)

Elevated BOD levels (Figure 5) during some sampling events showed that elevated microbiological activity may be contributing to changes in DO. The microbial activity appears to have been stimulated by elevated levels of nitrogen and phosphorus.

#### Stream Condition Index and Habitat Assessment

The Stream Condition Index (SCI) scores for stations MS1 (44) and MS4 (37), indicates the presence of a stream biological community that is healthy, albeit scoring on the low end of the healthy category, while MS2 (29) was in the impaired range (Table 3). Station MS1's SCI score was in the impaired range in 2017, so the current score is an improvement. The Habitat Assessment Scores for stations MS1 (95) and MS4 (108) were in the Suboptimal category while station MS2 (89) was in the Suboptimal/Marginal category (Table 4).

#### Station MS1

The community represented in the SCI sample is consistent with the slow flow and the nature of the habitat present. The most abundant macroinvertebrates collected were two species of chironomids (*Polypedilum illinoense* grp. & *Dicrotendipes modestus*) and the amphipod *Hyalella azteca*. Together, these three species accounted for 40% of all individuals collected form the total SCI sample. From the total taxa collected, seventeen are listed by the FDEP as very tolerant and none are listed as sensitive taxa. Only a single long-lived taxon was recovered from the SCI sampling, the exotic bivalve *Corbicula fluminea*. No Plecoptera (stoneflies) were noted in the SCI. Three Ephemeropteran (mayflies) species were collected: *Callibaetis* sp., *Caenis diminuta* and *C. punctata* which are widely regarded as the most tolerant species of the Florida Ephemeropteran fauna. The Trichoptera (caddisflies) were represented by three taxa, two hydroptilids (*Orthotrichia* sp. and *Oxyethria* sp. - both often associated with algae, which was abundant) and *Oecetis georgia*.

The results of the Habitat Assessment score for MS1 characterize the stream habitat in the low suboptimal range. Habitat availability was low and most of the available snags and root habitat were heavily covered in algae. Rock habitat, where present, was particularly productive. Stream velocity was slow. Channel characteristics were of a historically channelized system, though the expected number of pools was present. Bank sloughing was present and particularly conspicuous in the 40-60-meter sections of the 100-meter transect.

#### Station MS2

The Stream Condition Index score at station MS2 was 29, which corresponds to a categorical score of Impaired. This station was last sampled in 2017 when it received an SCI score of 17. Therefore, the 2020 results demonstrate a small improvement over the 2017 results. The macroinvertebrate community represented in the SCI sample is consistent with the slow flow and channel conditions at the site, especially the presence and dominance of the long strand algae that covered a large portion of the upstreammost 50 meters of the transect. While the algae supply oxygen to the system during daylight periods, it is quite likely the diurnal DO values would be suppressed because of respiration at night. A total of 32 taxa were recovered from the site. The dominant taxa collected was the amphipod Hyalella azteca, which is frequently associated with dense aquatic vegetation and algae. Of the 322 total individuals sorted, Hyalella azteca accounted for 227, or 70.5% of all macroinvertebrates. Only two single long-lived taxa were recovered from the SCI sampling, the exotic bivalve Corbicula fluminea and a crayfish. No Plecoptera (stoneflies) were noted in the SCI. A single Ephemeropteran (mayflies) specimen was collected. The Trichoptera (caddisflies) were represented by three taxa, *Oxyethria* sp., *Oecetis cinerascens* and *Triaenodes* sp. The EPT score for the site is four. *Triaenodes* sp. was the only sensitive taxa collected.

The results of the Habitat Assessment score for station MS2 categorize the stream habitat as low suboptimal to high marginal. Habitat availability at current water levels was low, with many of the root wads exposed and significant portions of the transect covered in long strand algae. Flow velocity was slow as very little water was flowing over the Lake Munson spillway. Munson Slough has a historically dredged channel, but some bends remain. Pools were present but restricted to the very beginning and ending portions of the sampling transect. Due to the low water levels, a noticeable amount of raw bank and stream bottom were exposed that would normally be under water. This is particularly true of the uppermost 50 meters of the stream transect.

## Station MS4

The Stream Condition Index score at station MS4 indicates the presence of a stream biological community that scores on the low end of the healthy category. Substrate availability and periodic loss of consistent perennial flow are likely the main limiting factors affecting the biological community. The most abundant macroinvertebrate collected was the amphipod Hyalella azteca complex. This species was found in abundance among the aquatic macrophytes present at the station. From the total taxa collected, two were listed as sensitive taxa by the FDEP and six were listed as very tolerant. There were also four total EPT taxa. No Plecoptera (stoneflies) were noted in the SCI. Caenis diminuta was the only Ephemeropteran (mayflies) collected. This species of mayfly is widely regarded as the most tolerant species of the Florida Ephemeropteran fauna. The Trichoptera (caddisflies) were represented by three taxa, Leptocerus americanus, Triaenodes helo/milnei/perna, and the filter feeding taxa Cheumatopsyche sp. The

Anisopteran (dragonfly) *Progomphus bellei* found at this station in 2017 did not re-occur.

The results of the habitat assessment score for Munson Slough at station MS4 characterize the stream habitat as suboptimal. This is more favorable than the scores at upstream stations on Munson Slough located directly upstream and downstream of Lake Munson itself. The habitat assessment score is also slightly higher than the last sample event conducted in October of 2017. This is likely due to differences in the hydrologic conditions during the sample period, as this station is prone to cease flowing when water levels at Lake Munson fall below the level of the spillway. Throughout the first half of 2020, MS4 was checked on multiple occasions and discovered to be dry or not flowing. In the second half of 2020, an active tropical storm season resulted in enough continuous flow from the Lake Munson spillway to maintain flow conditions for a full recolonization period.

#### Conclusions

Based on ongoing sampling, the more recent results suggest that Munson Slough meets the nutrient thresholds for the East Panhandle Region.

Nitrogen levels occasionally exceeded TMDL levels in recent years, but overall, nitrogen levels appear to be decreasing. Total phosphorus has not exceeded the TMDL limit since 2016 and, like phosphorus, appears to be on a downward trend.

While nutrient levels have decreased in recent years, elevated BOD levels during some sampling events suggest that microbial activity appears to have been stimulated by elevated levels of nitrogen and phosphorus.

The SCI scores for stations MS1 and MS4, indicate the presence of a stream biological community that is healthy, albeit scoring on the low end of the healthy category, while MS2 was in the impaired range. The Habitat Assessment Scores for stations MS1 and MS4 were in the Suboptimal category while station MS2 was in the Suboptimal/Marginal category.

Other water quality parameters appear to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> stations sampled in 2020.

<u>Click here for a map of the watershed – Sample Sites</u> <u>MS1, MS2, MS4 and MS5.</u>

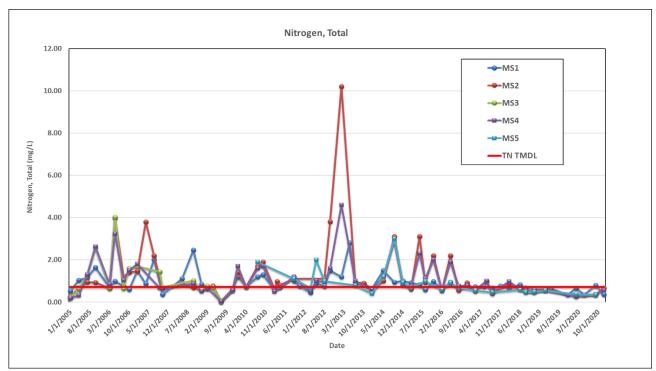


Figure 1. Total nitrogen results for Munson Slough.

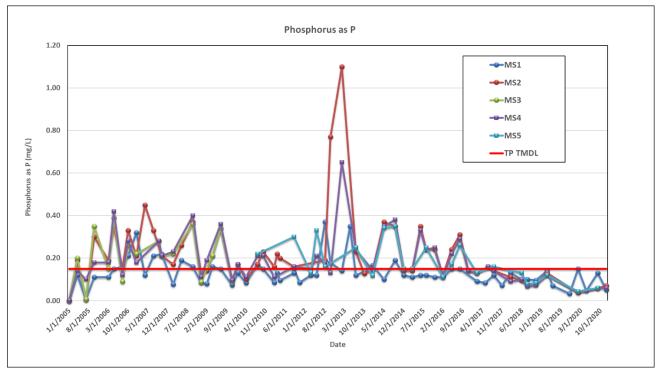
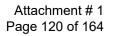


Figure 2. Total phosphorus results for Munson Slough.



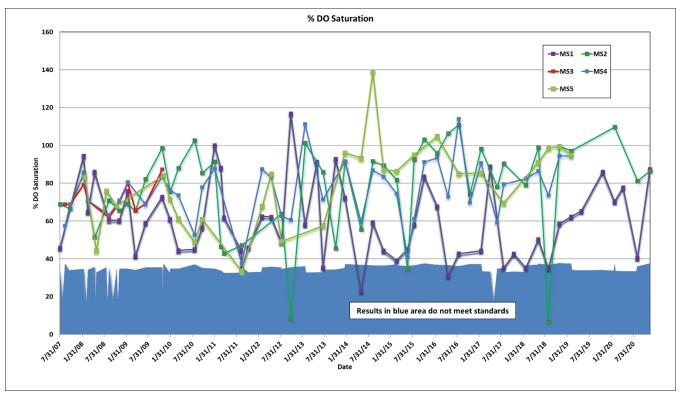


Figure 3. Dissolved Oxygen Percent Saturation results for Munson Slough.

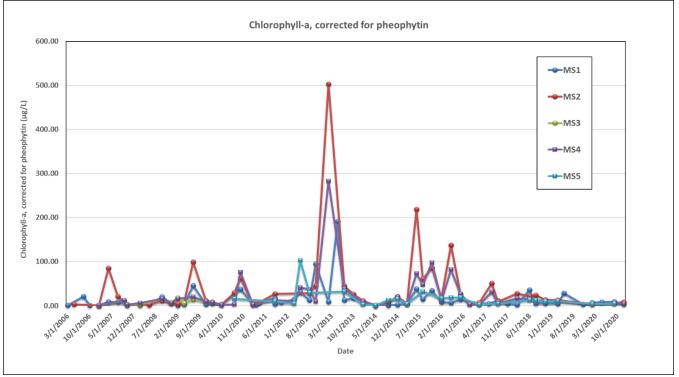


Figure 4. Chlorophyll-*a* results for Munson Slough.

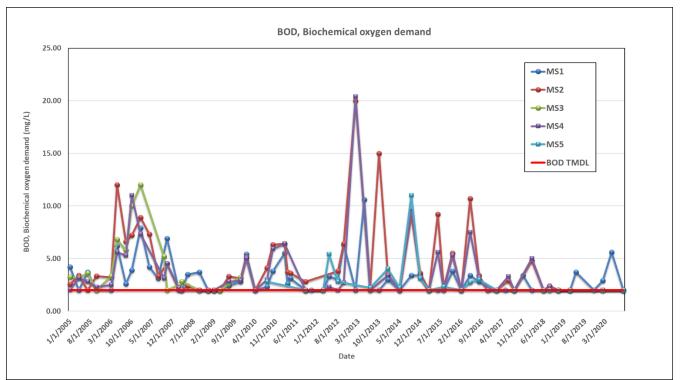


Figure 5. Biological Oxygen Demand results for Munson Slough.

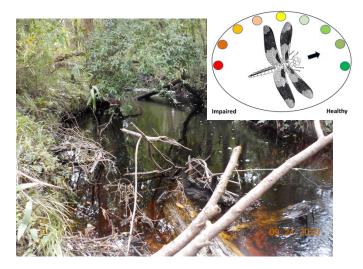
Munson Slough Stations	MS1 Rep 1	MS1 Rep 2	MS2 Rep 1	MS2 Rep 2	MS4 Rep 1	MS4 Rep 2
Stream Condition Index Metrics Scores						
Total Taxa	9.13	9.13	2.61	1.74	2.61	1.30
Ephemeroptera Taxa	4	4	2	0	2	2
Trichoptera Taxa	4.29	2.86	4.29	0	2.86	4.29
% Filter Feeder	3.12	2.11	1.07	0.35	0.35	0.48
Long-lived Taxa	3.33	3.33	6.67	3.33	3.33	10
Clinger Taxa	2.50	1.25	1.25	0	2.50	5
% Dominance	9.13	8.78	0.13	0	3.94	2.70
% Tanytarsini Taxa	5.17	5.56	7.58	4.08	4.62	3.46
Sensitive Taxa	0	0	1	0	1	2
% Tolerant Taxa	0.84	1.34	8.71	7.30	4.66	6.63
SCI Vial Score	46.12	42.63	39.22	18.67	30.96	42.06
Stream Condition Index Score	4	4	2	9	3	7
Score Interpretation	Hea	lthy	Impa	aired	Неа	lthy

 Table 3. Stream Condition Index results for Munson Slough.

Table 4. Habitat Assessment results for Munson Slough.

Munson Slough	MS1	Category	MS2	Category	MS4 Score	Category
Stations	Score		Score	Score		
Substrate Diversity	16	Optimal	11	Suboptimal	17	Optimal
Substrate Availability	5	Poor	3	Poor	8	Marginal
Water Velocity	9	Marginal	8	Marginal	14	Suboptimal
Habitat Smothering	11	Suboptimal	11	Suboptimal	13	Suboptimal
Artificial Channelization	10	Marginal	11	Suboptimal	8	Marginal
Bank Stability	8, 5	Suboptimal, Marginal	5, 5	Marginal, Marginal	5, 5	Marginal, Marginal
Riparian Zone Width	10, 6	Optimal, Suboptimal	10, 8	Optimal, Suboptimal	10, 10	Optimal, Optimal
Riparian Vegetation Quality	9, 6	Optimal, Suboptimal	9, 8	Optimal, Suboptimal	9, 9	Optimal, Optimal
Final Habitat Assessment Score		95		89	1	08
Interpretation	Sub	optimal	Suboptimal/Marginal Suboptimal		ptimal	

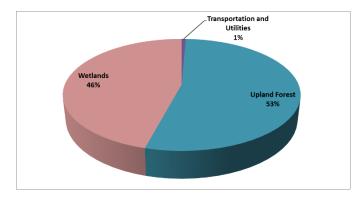
# Waterbody: Freeman Creek



# **Basin: Ochlockonee River**

Freeman Creek is a tannic, slightly acidic, phosphorus limited stream that flows into Lake Talquin and is located in western Leon County.

The following pie chart shows the majority of the 4,013-acre watershed is relatively undeveloped. Transportation and utilities land uses make up approximately 1% of the watershed upstream of the sampling location. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water sampling was conducted to determine the health of Freeman Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

#### Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The State criteria were not exceeded for either parameter. It does appear that nitrogen levels are increasing. It is unknown at this time what the cause(s) may be.

# Dissolved Oxygen

Freeman Creek's percent dissolved oxygen (DO) saturation values were below the criteria several times during the sampling period (Figure 1). Staff believes that this condition is natural since Freeman Creek has passed several bioassessments and there appears to be no anthropogenic causes of the low DO levels.

# Escherichia coli (E. coli)

The *E. coli* water quality limit of > 410, 10% threshold value of samples collected over a 30-day period was exceeded (5,400/100 mL) during the November 2016 sampling event. It is probable that the extremely high number was the result of wildlife in the area or possibly due to laboratory error. No exceedances were noted since.

Freeman Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006	0.19	0.00
2007	0.27	0.00
2008	0.27	0.00
2009	0.24	0.00
2010	0.34	0.01
2011	0.44	0.01
2012	0.44	0.01
2013	0.42	0.00
2014	0.44	0.01
2015	0.50	0.01
2016	0.48	0.01
2017	0.59	0.01
2018	0.48	0.01
2019	0.30	0.01
2020	0.54	0.01

Table 1. FDEP's total nitrogen and phosphorus criteria for stream	ns ap-
plied to Freeman Creek.	

#### Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Based on ongoing sampling, Freeman Creek met the nutrient thresholds for the Big Bend Bioregion. The DO saturation values were below the criteria several times during the sampling period. Staff believes that this condition is natural since Freeman Creek has passed several bioassessments and there appear to be no anthropogenic causes of the low DO levels (e.g., elevated nutrient levels).

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions

## Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> stations sampled in 2020.

<u>Click here for a map of the watershed – Sample Site</u> <u>44.</u>

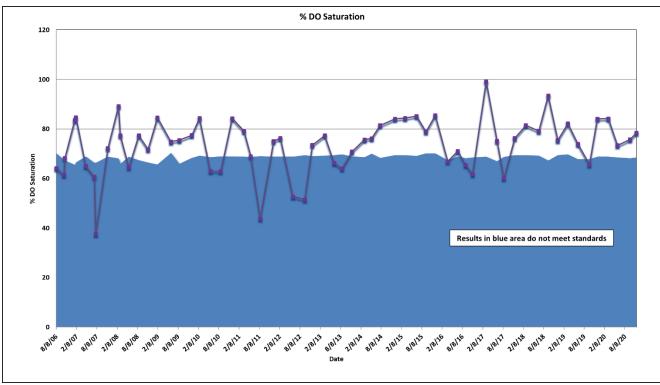
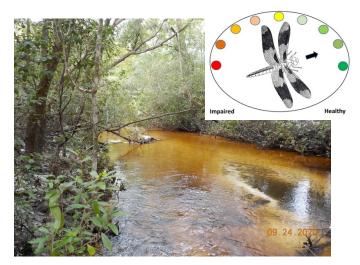


Figure 1. Dissolved Oxygen Percent Saturation results for Freeman Creek.

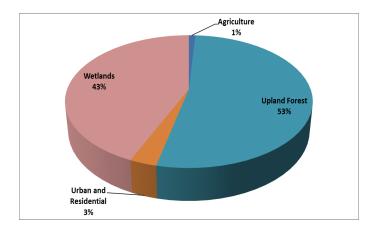
# Waterbody: Harvey Creek



# **Basin: Ochlockonee River**

Harvey Creek is a tannic, slightly acidic, phosphoruslimited stream that flows into Lake Talquin and is located in western Leon County.

While the following pie chart shows that the majority of the 5,679-acre watershed is relatively undeveloped, agriculture, urban and residential land uses make up approximately 4% of the watershed upstream of the sampling station. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

## Methods

Surface water sampling was conducted to determine the health of Harvey Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

## Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The State criteria were not exceeded for either parameter.

# Escherichia coli

*E. coli* levels exceeded the Class III water quality standard daily limit of > 410, 10% threshold value of samples collected over a 30-day period in December 2016 (770/100 mL). The standard has not been exceeded since that time. Since the watershed is relatively undeveloped, the exceedance could be attributed to wildlife in the area, though FDEP, through their own sampling, have determined that anthropogenic sources have been identified using genetic marker and tracer data. To better track potential sources of *E. coli*, Leon County has added additional sample stations to the watershed.

 Table 1. FDEP's total nitrogen and phosphorus criteria for streams applied to Harvey Creek.

Harvey Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006	0.11	0.00
2007	0.17	0.00
2008	0.15	0.00
2009	0.15	0.00
2010	0.33	0.00
2011	0.43	0.01
2012	0.39	0.00
2013	0.21	0.00
2014	0.35	0.00
2015	0.22	0.01
2016	0.29	0.01
2017	0.33	0.01
2018	0.40	0.01
2019	0.20	0.01
2020	0.29	0.01

#### Stream Condition Index and Habitat Assessment

The Stream Condition Index (SCI) sampling is not performed every year, so the following results are from 2019.

The results of the Habitat Assessment score for Harvey Creek characterize the overall stream habitat in the optimal category. Habitat availability, although sub-optimal, presented high quality leaf packs, roots, and snags (Table 2). Channel characteristics were very natural with the expected pools, bends, and stable streambanks. In keeping with the habitat assessment and the water quality that exhibited a high dissolved oxygen concentration, low conductivity and low turbidity, the Stream Condition Index score was Exceptional (Table 3).

The macroinvertebrate community present at the monitoring site was rich (56 taxa) and displayed numerous sensitive (per FDEP) taxa (18). In contrast, only three FDEP very tolerant taxa were noted. No single group or taxon numerically dominated the community. Tanytarsini chironomids of the

*Rheotanytarsus exiguus* grp. were the most abundant single taxon. Both long-lived and sensitive taxa were well represented in the SCI sample with 14.3% of taxa being long-lived (eight taxa) and 32.1% being sensitive (18 taxa). Included in the sensitive taxa are three taxa of ephemeroptera (mayflies), three taxa of plecoptera (stoneflies), and two taxa of trichoptera (caddisflies).

Harvey Creek	Score	Category
Substrate	14	Suboptimal
Diversity		
Substrate	11	Suboptimal
Availability		
Water Velocity	19	Optimal
Habitat	19	Optimal
Smothering		
Artificial	20	Optimal
Channelization		
Bank Stability	8, 8	Suboptimal,
		Suboptimal
Riparian Zone	10, 10	Optimal,
Width		Optimal
Riparian	10, 10	Optimal,
Vegetation		Optimal
Quality		
Final Habitat		139
Assessment		
Score		
Interpretation	0	ptimal

#### Table 2. Harvey Creek Habitat Assessment Score.

Table 3. Harvey Creek Stream Condition Index Score.

Harvey Creek	Rep	Rep
	1	2
Stream Condition		
<b>Index Metrics Scores</b>		
Total Taxa	6.07	8.93
Ephemeroptera Taxa	1.25	3.75
Trichoptera Taxa	2.22	5.56
% Filter Feeder	6.38	7.44
Long-lived Score	10	6
Clinger Taxa	8	9
% Dominance	8.20	7.21
% Tanytarsini Taxa	10	10
Sensitive Taxa	6.67	10
% Tolerant Taxa	5.17	7.39
SCI Vial Score	71.06	83.63
<b>Stream Condition</b>	77	.35
<b>Index Score</b>		
Score Interpretation	Excep	otional

#### Contact and resources for more information

www.LeonCountyWaters.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>39.</u>

Johnny Richardson, Water Resource Scientist (850) 606-1500 <u>Richardsonjo@leoncountyfl.gov</u>

#### Conclusions

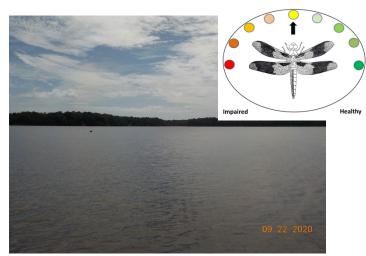
Based on ongoing sampling, Harvey Creek met the nutrient thresholds for the Big Bend Bioregion. Since the watershed is relatively undeveloped, the *E. coli* exceedance could be attributed to wildlife in the area, though FDEP have determined that anthropogenic sources have been identified using genetic marker and tracer data.

The results of the Habitat Assessment characterize the stream habitat in the Optimal category. In keeping with the habitat assessment, the Stream Condition Index score was Exceptional.

Other water quality parameters appear to be normal.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

# Waterbody: Lake Talquin



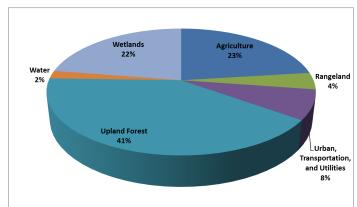
# **Basin: Ochlockonee River**

The 7,782-acre Lake Talquin is considered an Outstanding Florida Water by the Florida Department of Environmental Protection (FDEP) and is located in western Leon County. Its basin extends into surrounding Florida counties as well as southern Georgia. In 1970, Florida Power Corporation donated the land that is now Lake Talquin State Park along the southern shoreline of the lake.

The lake was formed in 1929 when the Jackson Bluff Dam was constructed on the Ochlockonee River to produce hydroelectric power. The dam, built and managed by the West Florida Power Company (later to become Florida Power Corporation) who operated the facility until 1970, was abandoned as a power plant and turned over to the Florida Department of Natural Resources (later to become FDEP). FDNR/FDEP managed the dam without producing power until 1981. The City of Tallahassee then took over the dam, and in August 1985, the plant became operational as the C. H. Corn Hydroelectric Power Generating Plant. In 2017, the City did not renew its lease to operate the power plant and turned the dam back over to state.

As shown in the following pie chart, approximately 35% of land use in the 1,019,525-acre Ochlockonee Basin is agriculture, rangeland, urban, transportation or utilities. Increases in stormwater runoff and

waterbody nutrient loads can often be attributed to these types of land uses.



Because of probable nitrogen and phosphorus issues in Lake Talquin, the FDEP, with the help of the EPA, have written a draft Total Maximum Daily Load document which can be found here:

https://floridadep.gov/dear/water-qualityevaluation-tmdl/content/draft-tmdls.

It is anticipated that a final version of this document will be released in late 2021 or early 2022.

# Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water and sediment sampling were conducted and met the collection and analysis requirements of the FDEP.

#### Results

#### Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Taken as a whole, Lake Talquin's chlorophyll-a standard was exceeded in 2011 (29  $\mu$ g/L), 2013 (22  $\mu$ g/L), 2015 (31  $\mu$ g/L), 2016 (29  $\mu$ g/L) 2017 (22  $\mu$ g/L) and 2019 (25  $\mu$ g/L). Total phosphorus thresholds were exceeded during the same years and have, in general, increased over time. Nitrogen levels, while not exceeding the NNC, have generally increased over the period of record.

#### Dissolved Oxygen (DO)

Dissolved oxygen saturation values were below the Class III water quality limits during certain events (Figure 1). In most cases, the low oxygen values are results from deep water (> 4 meter) readings. There does not appear to be any stratification in the water column, which could prevent oxygen transfer from the surface to lower levels. It is thought that microbial activity in the organic sediment demands more oxygen than can be readily replaced leading to the low DO levels. While the run of the river reservoir cannot be considered "natural", it is normal for organic rich sediments to result in low DO levels immediately above the sediment surface. Anthropogenic activities upstream (e.g. agricultural) can make such conditions worse. However, when the lake was created, organic-rich bottomland forest was flooded. These pre-existing bottomland trees (still onsite and submersed) are continuing to release nutrients into the system, contributing to oxygen demand.

FDEP now requires oxygen level readings to be taken only in the top two meters of the water column for TMDL purposes, so Leon County no longer takes deep water readings, hence the "improved" DO readings.

Table 1. FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for
lakes applied to Lake Talquin WBIDs. Results in bold signify exceedances
of the State criteria.

Colored Lakes	Chlorophyll-a > 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	5	0.49	0.04
2005	6	0.52	0.04
2006	4	0.66	0.05
2007	8	0.83	0.06
2008	9	0.83	0.06
2009	3	0.65	0.07
2010	10	0.75	0.05
2011	29	0.78	0.06
2012	20	0.72	0.05
2013	22	0.81	0.08
2014	5	0.78	0.06
2015	31	0.78	0.06
2016	29	0.86	0.07
2017	22	0.83	0.08
2018	19	0.88	0.07
2019	25	0.70	0.07
2020	20	0.71	0.09

#### **Fish Consumption Advisory**

The Florida Department of Health has issued consumption limits for certain fish in Lake Talquin due to elevated levels of mercury.

<u>Click here for more information about fish consumption advisories in Leon County.</u>

#### Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Long term sampling demonstrates that Lake Talquin continues to not meet the chlorophyll-a and phosphorus thresholds for the Big Bend Bioregion. Nitrogen, and to a lesser extent, phosphorus levels, have increased over time. Staff considers the low DO results taken in deeper water a normal condition for Lake Talquin.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Sites</u> <u>LT1, TOC2, TOD, TOE2, and TOLR.</u>

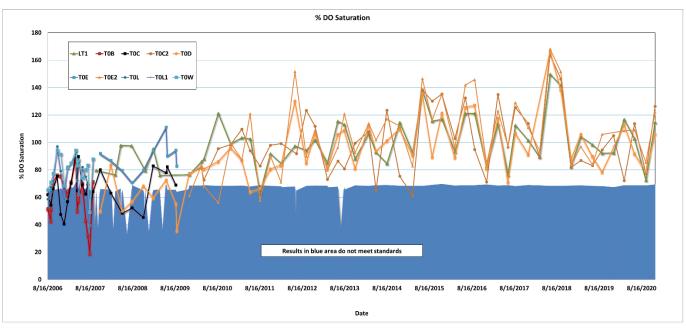
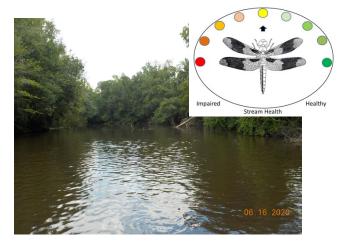


Figure 1. Dissolved Oxygen Percent Saturation results for Lake Talquin. Several sampling stations have been deactivated while others have been added over the sampling period.



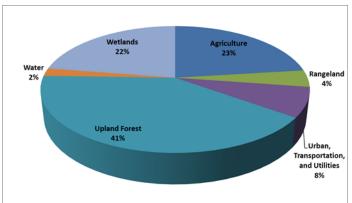
# Waterbody: Ochlockonee River

# **Basin: Ochlockonee River**

The Ochlockonee River originates in south-central Georgia and flows about 206 miles south to Ochlockonee Bay in Florida, draining approximately 2,400 square miles in all or part of eleven counties between the two states. The river is impounded by the Jackson Bluff Dam, forming Lake Talquin.

The river has been declared an Outstanding Florida Water by the Florida Department of Environmental Protection (FDEP) and identified as an Integrated Wildlife Habitat (formerly known as a Strategic Habitat Conservation Area) by the Florida Fish and Wildlife Conservation Commission. Parts of the Ochlockonee River have been designated critical habitat for mussels by the U. S. Fish and Wildlife Service (F.A.C. 62-302, 2006, and Federal Register, 2007). Unfortunately, past agricultural and silvicultural practices, as well as point source problems, have led to increased turbidity, higher nutrient concentrations, bacterial problems, and increased sedimentation of the river.

As shown in the following pie chart, approximately 35% of land use in the 1,019,525-acre Ochlockonee River Basin upstream of the southernmost sample station is agriculture, rangeland, urban, transportation or utilities. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



## Background

Healthy, well-balanced river communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water sampling was conducted to determine the health of the Ochlockonee River and met the collection and analysis requirements of the FDEP.

#### Results

#### Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The nutrient thresholds and results are found in Table 1. The State criteria were exceeded several times for nitrogen at the furthermost upstream station (Fairbanks Ferry), and the Highway 90 station. Phosphorus levels were exceeded only once at the Highway 20 station. This suggests that excessive nutrients are being released into the river in the upper reaches, probably as the result of excessive erosion and/or fertilizer application. As the nutrients move downstream, they are assimilated through biological activity, as demonstrated by the lower levels in the downstream stations. The assimilation of nutrients is most noticeable with nitrogen.

Due to hazardous water conditions during the 4<sup>th</sup> quarter of 2018, and low water /backflow condition in 2019 and 2020, the appropriate number of water quality samples to calculate the NNC could not be collected for either year. While the sampling requirements could not be met, nutrient levels at all stations appear to be similar to what had been found in previous years.

For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total phosphorus. Total nitrogen levels, especially in the upstream areas, were consistently higher than the criteria, though data "spikes" have decreased over time.

#### Dissolved Oxygen

While all three stations occasionally did not meet Class III water quality standards for DO (Figure 1), the Highway 20 station (located downstream from the Jackson Bluff Dam) was the most notable. This may be attributed to the operation of the dam. The gates of the dam have the ability to release water from either the surface (relatively oxygenated), or middle layer of water (lower levels of oxygen). During events where the water being released is mostly the "middle" layer of water, DO levels would tend to be depressed. Recent results are showing higher oxygen levels at the Highway 20 station. Staff believe that this is the result of changes to the operation of the dam. Low flow conditions can also contribute to depressed oxygen levels, which may affect all stations along the river.

#### Other Parameters

Chlorophyll-a results are consistently elevated at the Ochlockonee River station located below the dam (T02-Och. River at 20) (Figure 4). As in previous years, it is assumed that the majority of the station's algal community (which chlorophyll-a indirectly measures) is being flushed out of Lake Talquin and levels would not normally be so elevated in the river. Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### **Fish Consumption Advisory**

The Florida Department of Health has issued consumption limits for certain fish in the Ochlockonee River due to elevated levels of mercury.

<u>Click here for more information about fish con-</u> <u>sumption advisories in Leon County.</u>

#### Conclusions

Based on ongoing sampling, the upper reaches of the Ochlockonee River did not meet the nitrogen nutrient threshold for the Panhandle East Region for several years. Sample stations occasionally did not meet Class III water quality standards for DO; the Highway 20 station (located downstream from the Jackson Bluff Dam) was the most notable, but oxygen levels have increased in the last two years, probably as the result of changes in the operation of the dam. That same station's chlorophyll-a concentrations were consistently elevated when compared to the other stations.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

www.LeonCountyWater.org

<u>Click here to access the results for all water qual-</u> ity stations sampled in 2020.

<u>Click here for a map of the watershed – Sample</u> <u>Sites 100, OCHat90 and T02.</u>

Ochlockonee River	Instream Protection Criteria TN (1.03 mg/L)		Instream Protection Criteria TP (0.18 mg/L)		riteria TP	
Year	Och at FF	Och at 90	Och at 20	Och at FF	Och at 90	Och at 20
2000	1.63	-	0.14	0.20	-	0.06
2001	1.21	-	0.75	0.18	-	0.07
2002	2.08	-	0.76	0.14	-	0.08
2003	0.68	-	0.34	0.07	-	0.05
2004	0.68	-	0.64	0.06	-	0.03
2005	0.92	-	0.52	0.07	-	0.04
2006	1.07	1.12	0.70	0.09	0.07	0.04
2007	1.56	1.16	0.68	0.14	0.13	0.07
2008	1.41	1.02	0.70	0.16	0.12	0.07
2009	0.88	0.67	0.79	0.11	0.10	0.07
2010	1.32	1.07	0.72	0.13	0.09	0.06
2011	1.60	0.69	0.80	0.13	0.07	0.06
2012	1.26	0.99	0.77	0.14	0.15	0.06
2013	1.17	0.92	0.85	0.12	0.12	0.11
2014	1.09	0.88	0.68	0.11	0.08	0.06
2015	1.20	1.08	0.73	0.12	0.12	0.07
2016	1.10	1.13	0.79	0.14	0.12	0.07
2017	1.20	1.10	0.77	0.13	0.13	0.07
2018-2019	-	-	-	-	-	-
2020	1.01	-	0.74	0.11	-	0.08

Table 1. FDEP's total nitrogen and phosphorus criteria for rivers applied to Ochlockonee River. Results in bold signify exceedances of the State criteria.

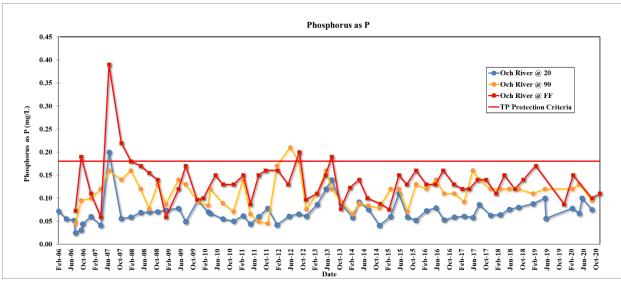


Figure 1. Total phosphorus results for the Ochlockonee River.

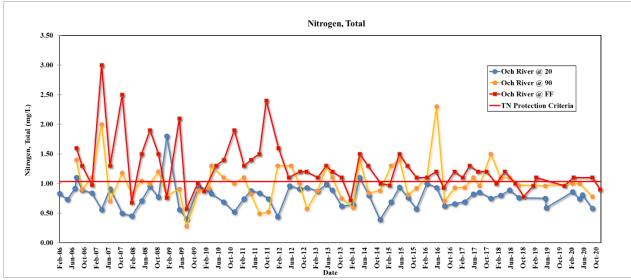


Figure 2. Total nitrogen results for the Ochlockonee River.

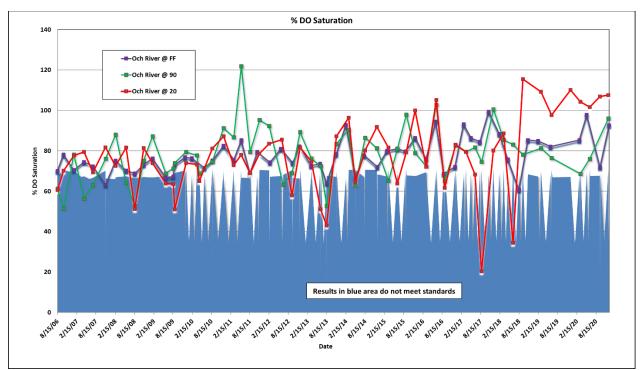


Figure 3. Dissolved Oxygen Percent Saturation results for the Ochlockonee River.

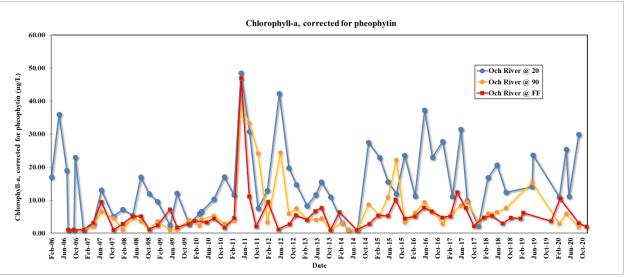
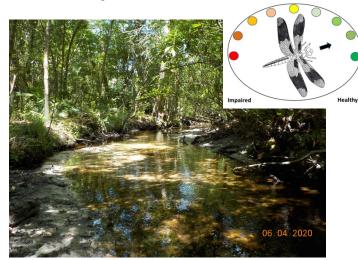


Figure 4. Chlorophyll-a results for the Ochlockonee River.

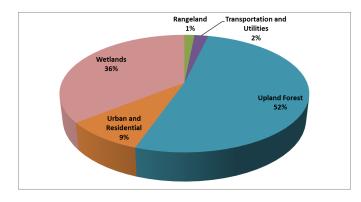
# Waterbody: Polk Creek



# **Basin: Ochlockonee River**

Polk Creek is a minimally disturbed, slightly tannic stream located in western Leon County. The stream flows west, eventually reaching Lake Talquin.

As the following pie chart shows, urban and residential, transportation and utilities land uses make up approximately 12% of the 2,328 acre watershed upstream of the sample station. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to this type of land use.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water sampling was conducted to determine the health of Polk Creek and met the collection and analysis requirements of Florida Department of Environmental Protection (FDEP).

#### Results

#### Nutrients

According to FDEP requirements, Numeric Nutrient Criteria for phosphorus and nitrogen (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The nutrient thresholds and results are found in Table 1. While the State criteria were not exceeded for either parameter, nutrient levels have been slowly increasing over time.

#### Escherichia coli (E. coli)

As Figure 1 shows, *E. coli* levels exceeded the Class III water quality standard several times over the sampling period. Since the watershed is relatively undeveloped, it was thought that elevated bacteria levels could be the result of wildlife in the area. FDEP, through their own sampling, have determined that anthropogenic sources have been identified using genetic marker and tracer data. Leon County data have shown no exceedances since the end of 2017.

#### Stream Condition Index and Habitat Assessment

The Stream Condition Index (SCI) sampling is not performed every year, so the following results are from 2019.

The results of the Habitat Assessment (HA) score for Polk Creek characterize the overall stream habitat in the optimal category (Table 2). Habitat availability, (a component of the HA) was sub-optimal, especially roots, and to a lesser extent snags, although high quality leaf packs were present. Channel characteristics were very natural with the expected pools, bends, and stable streambanks.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams
applied to Polk Creek. Due to low water levels, the Numeric Nutrient
Criteria data requirements could not be calculated for 2011.

Polk Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2007	0.44	0.02
2008	0.42	0.03
2009	0.22	0.04
2010	0.48	0.04
2011	-	-
2012	0.46	0.04
2013	0.78	0.04
2014	0.54	0.04
2015	0.48	0.06
2016	0.56	0.05
2017	0.73	0.05
2018	0.63	0.05
2019	0.43	0.08
2020	0.54	0.06

In keeping with the habitat assessment and the water quality that exhibited a high dissolved oxygen concentration, low conductivity and low turbidity, the Stream Condition Index score was Healthy (Table 3).

The macroinvertebrate community present at the monitoring site consisted of 47 taxa including 12 sensitive (per FDEP) taxa and four FDEP very tolerant taxa. No single group or taxon numerically dominated the community. The stoneflies of the *Perlesta placida* complex were the most abundant single taxon followed by tanytarsini chironomids of the *Rheotanytarsus exiguus* grp. Sensitive taxa were well represented in the SCI sample with 25.5% of total

richness. Only a single long-lived taxon was recovered from the SCI subsampling although both *Procambarus* sp. and *Progomphus obscurus* are present in the total sample.

Polk Creek	Score	Category
Substrate	14	Suboptimal
Diversity		
Substrate	10	Marginal
Availability		
Water Velocity	19	Optimal
Habitat	18	Optimal
Smothering		-
Artificial	20	Optimal
Channelization		
Bank Stability	9,9	Optimal,
		Optimal
Riparian Zone	10, 10	Optimal,
Width		Optimal
Riparian	10, 10	Optimal,
Vegetation		Optimal
Quality		
Final Habitat		139
Assessment		
Score		
Interpretation	0	ptimal

Included in the sensitive taxa are a single taxa each of both ephemeroptera (mayflies) and plecoptera (stoneflies). No FDEP listed sensitive trichoptera (caddisflies) were recovered. These three EPT taxa are widely regarded as the groups of aquatic insects that contain a large number of pollution sensitive taxa. In total, four EPT taxa, were recovered in the SCI; one ephemeropteran taxa, one plecopteran taxa and two trichopteran taxa.

#### **Other Parameters**

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Based on ongoing sampling, Polk Creek met the nutrient thresholds for the Big Bend Bioregion. Since the watershed is relatively undeveloped, it was thought that elevated *E. coli* levels could be the result of wildlife in the area. FDEP, through their own sampling, have determined that anthropogenic sources of *E. coli* have been identified using genetic marker and tracer data. Leon County data have shown no *E. coli* exceedances since the end of 2017. The results of the Habitat Assessment score for Polk Creek 38 characterize the stream habitat in the optimal category. In keeping with the habitat assessment and the water quality, the Stream Condition Index score was Healthy. Other water quality parameters appear to be normal.

Polk Creek	Rep 1	Rep 2	
Stream Condition		·	
<b>Index Metrics Scores</b>			
Total Taxa	5.71	4.64	
Ephemeroptera Taxa	1.25	1.25	
Trichoptera Taxa	1.11	0	
% Filter Feeder	3.25	3.53	
Long-lived Score	2	2	
Clinger Taxa	7	5	
% Dominance	7.65	7.65	
% Tanytarsini Taxa	8.80	9.03	
Sensitive Taxa	5.33	4	
% Tolerant Taxa	1.59	3.18	
SCI Vial Score	48.55	44.75	
Stream Condition	46.65		
Index Score			
Score Interpretation	Healthy		

Table 3. Polk Creek Stream Condition Index Score.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>38.</u>

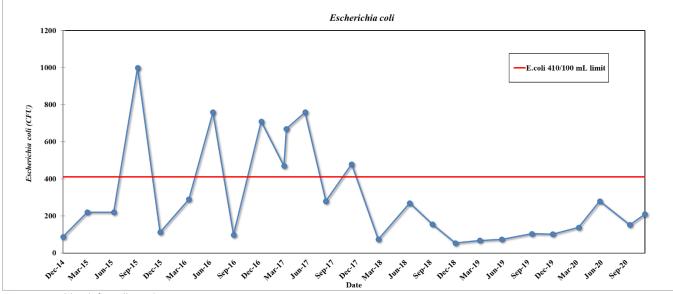


Figure 1. E. coli levels for Polk Creek.

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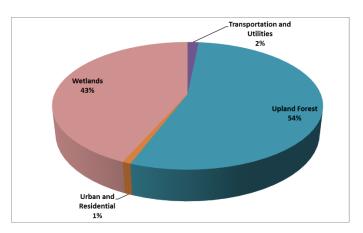
# **Basin: Ochlockonee River**

Soapstone Creek is a minimally disturbed, phosphorus-limited stream located in southwestern Leon County. The stream flows west, eventually reaching the Ochlockonee River downstream of Lake Talquin.

Soapstone Creek is aptly named due to its tendency to have foam form on the water's surface giving it a "soap sudsy" appearance. While foam is sometimes associated with pollution, it naturally forms under certain conditions. In this case, foam is naturally formed when water surface tension is reduced as natural oils and organic compounds (i.e., tannins) are released into the water from the surrounding wooded and boggy areas and float to the surface. Turbulence introduces air into the water forming foam.

The culvert associated with the bridge spanning the creek at County Road 375 frequently prevents the creek from flowing during low water conditions, preventing staff from sampling. Due to low water conditions, staff was only able to collect water quality samples intermittently throughout the sampling period.

While the following pie chart shows the majority of the 4,025-acre watershed is relatively undeveloped, urban and residential, utilities and transportation land uses make up approximately 3% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

# Methods

Surface water samples were collected to determine the health of Soapstone Creek and met the requirements of the Florida Department of Environmental Protection (FDEP).

# Results

# Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The nutrient thresholds and results are found in Table 1. Due to low water conditions, four temporally independent samples per year could not be collected from this station for several years (2011-2014 and 2016-2020). The State criteria were not exceeded for either parameter in the samples obtained. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total nitrogen and never exceeded the criteria for total phosphorus.

Table 1. FDEP's total nitrogen and phosphorus criteria for streams ap-
plied to Soapstone Creek.

Soapstone Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2008	0.64	0.01
2009	0.50	0.00
2010	0.51	0.01
2011- 2014	-	-
2015	0.60	0.01
2016-2020	-	-

# Dissolved Oxygen

As Figure 1 shows, Soapstone Creek occasionally did not meet the Class III criteria for dissolved oxygen (DO). Staff believes that this is a natural condition for this location, since the creek is a low gradient blackwater stream that drains wetlands.

# Escherichia coli (E. coli)

The *E. coli* water quality limit of > 10% threshold value of 410 in 10% or more of samples in a 30-day period was exceeded during the March 2018 sampling event (630/100 mL). Since the watershed is relatively undeveloped, elevated bacteria levels are probably the result of wildlife in the area.

# Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

### Conclusions

Based on ongoing sampling, Soapstone Creek met the nutrient thresholds for the East Panhandle Region. As a result of low flow, the Class III criterion for dissolved oxygen was not always met during the sampling period. *E. coli* levels exceeded Class III water quality standard daily limits during the 1<sup>st</sup> quarter 2018 sampling event.

Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

# Contact and resources for more information

## www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> <u>Soapstone.</u>

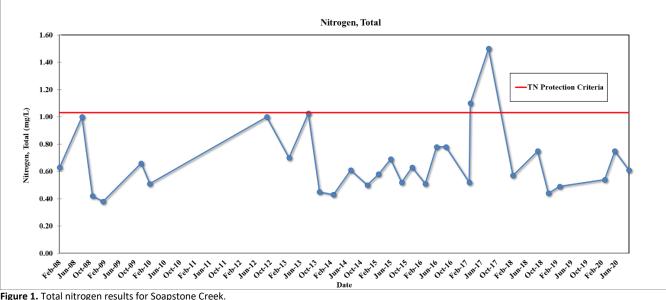


Figure 1. Total nitrogen results for Soapstone Creek.

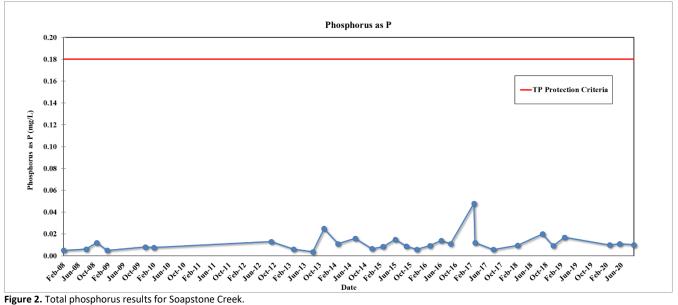


Figure 2. Total phosphorus results for Soapstone Creek.

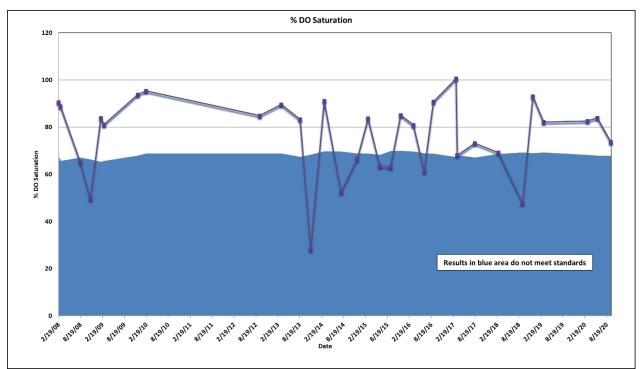


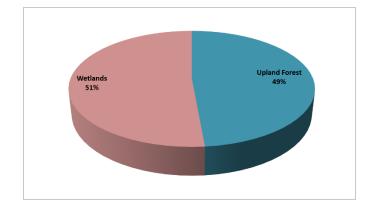
Figure 3. Dissolved Oxygen Percent Saturation results for Soapstone Creek.



# **Basin: Ochlockonee River**

West Black Creek is a minimally disturbed, phosphorus-limited stream located in southwestern Leon County. The stream flows west, eventually reaching the Ochlockonee River downstream of Lake Talquin.

As the following pie chart shows, upland forest and wetlands make up the entirety of the 11,237-acre watershed upstream of the sample station.



# Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

The creek was verified impaired by the Florida Department of Environmental Protection (FDEP) in 2008 and received a Total Maximum Daily Load (TMDL) for fecal coliforms that same year. The TMDL establishes the allowable loadings to the creek which would restore the creek to applicable water quality thresholds. In this case, fecal coliforms would have to be reduced by 33% to meet the criterion of fecal coliforms not exceeding 400/100 mL Most Probable Number (MPN) in 10% of the samples. However, the fecal coliform standard in Florida has been supplanted by standards developed for Escherichia coli as an indicator of bacterial contamination. FDEP is currently using the E. coli standard which states, "cannot exceed the 10% threshold value of 410 in 10% of more of the samples in any 30-day period".

#### Methods

Surface water sampling was conducted to determine the health of Black Creek and met the collection and analysis requirements of FDEP.

#### Results

#### Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) for phosphorus and nitrogen (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. While the State criteria were not exceeded for either parameter, the 2018 nitrogen level was the highest recorded during the period of record.

West Black Creek	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006	0.15	0.01
2007	0.41	0.01
2008	0.29	0.02
2009	0.29	0.01
2010	0.34	0.02
2011	0.34	0.02
2012	0.38	0.02
2013	0.18	0.02
2014	0.53	0.02
2015	0.63	0.02
2016	0.54	0.02
2017	0.44	0.02
2018	0.68	0.02
2019	0.23	0.03
2020	0.60	0.02

**Table 1.** FDEP's total nitrogen and phosphorus criteria forstreams applied to West Black Creek.

#### Fecal Coliforms and Escherichia coli

As mentioned previously, FDEP has set a TMDL for West Black Creek. While fecal coliform levels were elevated above the 400/100 mL Class III limit in 18% of the samples for Class III waters, there has been only one exceedance since 2008 (February 2012). Since the watershed is relatively undeveloped, the high coliform levels could be the result of wildlife in the area. As mentioned previously, *E. coli* standards have now replaced fecal coliform standards in Florida. The *E. coli* water quality limit of > 410 in 10% of samples collected over a 30-day period was never exceeded since *E. coli* sampling began (Figure 1).

#### Biology

#### Stream Condition Index and Habitat Assessment

The Stream Condition Index (SCI) sampling is not performed every year, so the following results are from 2019.

The Stream Condition Index score at West Black Creek (31) is in the Exceptional category. A total of 47 taxa were collected from West Black Creek during the SCI sampling. No single group or taxon numerically dominated the community. The riffle beetle Microcylloepus pusillus was the most abundant single taxon in both vials of the SCI. Both long-lived and sensitive taxa were well represented in the SCI sample with 21.3% of taxa being long-lived (10 taxa) and 36.2% being sensitive (17 taxa). Included in the sensitive taxa are four taxa of ephemeroptera (mayflies), two taxa of plecoptera (stoneflies), and three taxa of trichoptera (caddisflies). These three EPT taxa are widely regarded as the groups of aquatic insects that contain a large number of pollution sensitive taxa. In total, seventeen EPT taxa were recovered in the SCI; four ephemeropteran taxa, two plecopteran taxa and eleven trichopteran taxa.

The results of the Habitat Assessment score for Black Creek (West) 31 characterize the stream habitat in the Optimal category. Habitat availability, although suboptimal, presented high quality leaf packs, roots and snags. The 100-meter transect channel characteristics were very natural, with the expected pools, bends, and stable streambanks. In keeping with the habitat assessment and the water quality that exhibited adequate dissolved oxygen concentration, low conductivity, and low turbidity, the Stream Condition Index score was Exceptional.

#### Conclusions

Based on ongoing sampling, West Black Creek met the nutrient thresholds for the East Panhandle Region. Coliforms have been elevated in the past, but there were no water quality exceedances since the first quarter of 2012, and no *E. coli* exceedances since *E. coli* sampling began in 2015. The Stream Condition Index score is in the Exceptional category, while the Habitat Assessment score characterizes the stream habitat at Optimal. Other water quality parameters appear to be normal. Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

West Black Creek	Rep	Rep
	1	2
Stream Condition Index		
Metrics Scores		
Total Taxa	5.71	6.43
Ephemeroptera Taxa	5	5
Trichoptera Taxa	10	7.78
% Filter Feeder	4.29	3.35
Long-lived Score	10	10
Clinger Taxa	8	10
% Dominance	6.85	7.88
% Tanytarsini Taxa	5.01	3.91
Sensitive Taxa	8.67	8.67
% Tolerant Taxa	10	7.54
SCI Vial Score	81.70	78.40
Stream Condition Index	80.05	
Score		
Score Interpretation	Exceptional	

 Table 3. West Black Creek Habitat Assessment Score.

West Black Creek	Score	Category
Substrate Diversity	15	Suboptimal
Substrate Availability	11	Suboptimal
Water Velocity	20	Optimal
Habitat Smothering	19	Optimal
Artificial Channelization	20	Optimal
Bank Stability	9, 9	Optimal, Optimal
Riparian Zone Width	10, 10	Optimal, Optimal
Riparian Vegetation Quality	9, 9	Optimal, Optimal
Final Habitat Assessment Score	141	
Interpretation	Optimal	

#### Contact and resources for more information

#### www.LeonCountyWater.org

Click here to access the results for all water quality stations sampled in 2020.

Click here for a map of the watershed – Sample Site 43.

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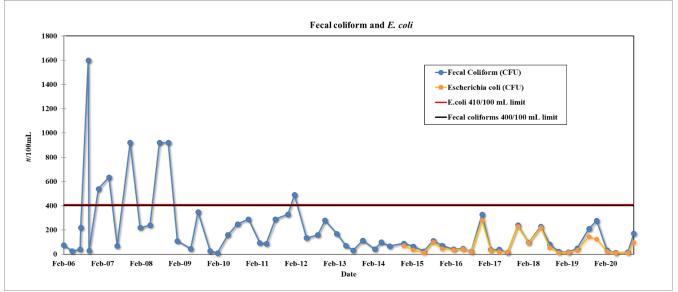
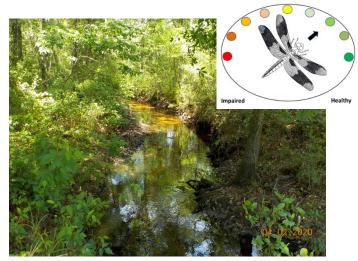


Figure 1. West Black Creek fecal coliforms and Escherichia coli.

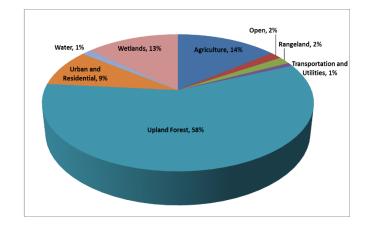
#### Waterbody: Patty Sink Drain



#### **Basin: Patty Sink**

Patty Sink Drain is a slightly tannic, nitrogen-limited stream that flows south and eventually drains into Patty Sink and the Floridan Aquifer.

As shown in the following pie chart, approximately 28% of land use in Patty Sink's 12,975 acre watershed is agriculture, open land, rangeland, transportation, utilities, urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



#### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water sampling was conducted to determine the health of Patty Sink Drain and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

#### Nutrients

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions, four temporally independent samples per year have never been collected from this station. Even though staff was not able to collect the required number of samples per calendar year, some conclusions can be made. For illustrative purposes, individual data points were plotted to determine any possible trends (Figures 1 and 2). With few exceptions, individual values did not exceed the instream criteria for total phosphorus or total nitrogen.

#### Fecal Coliforms and Escherichia coli (E. coli)

Patty Sink Drain has a history of fecal coliform levels exceeding the Class III water quality standard (400/100 mL in at least 10% of the samples). *E. coli* standards have now supplanted fecal coliform standards in Florida. The *E. coli* water quality limit of > 410 in 10% of samples collected over a 30-day period have been exceeded three times (Figure 3) since *E. coli* sampling started (1<sup>st</sup> quarter of 2015). Since the watershed is relatively undeveloped, elevated *E. coli* levels are probably the result of wildlife or livestock (i.e., cattle) in the area. There have been no exceedances since 2018.

#### **Other Parameters**

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Total phosphorus and total nitrogen levels appear to meet the numeric nutrient criteria. *E. coli* water quality limits were exceeded during the sampling period, but levels have been below Class III water quality standards since 2018. Other water quality parameters appear to be normal for the area and no other impairments were noted. Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

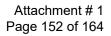
#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> stations sampled in 2020.

<u>Click here for a map of the watershed – Sample Site</u> <u>5.</u>

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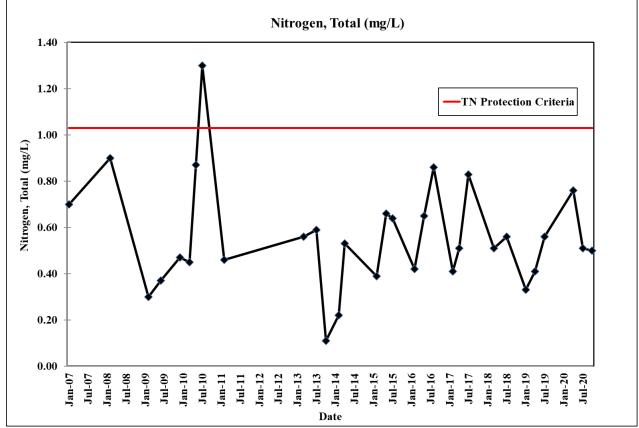


Figure 1. Total nitrogen results for Patty Sink Drain.

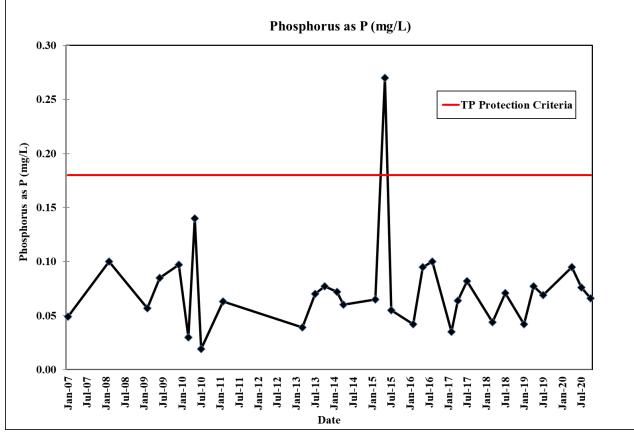


Figure 2. Total phosphorus results for Patty Sink Drain.

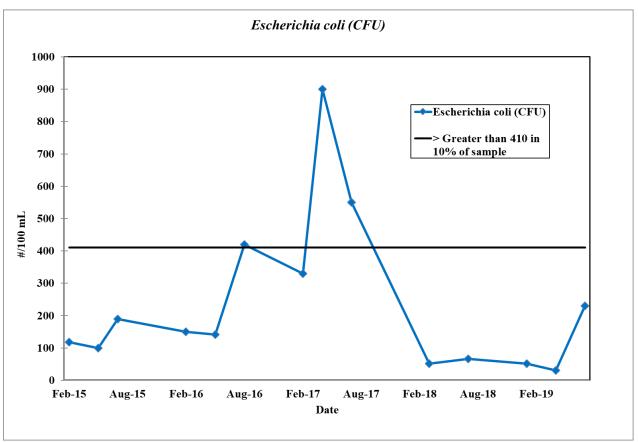
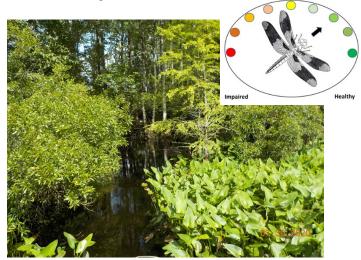


Figure 3. E. coli results for Patty Sink Drain.

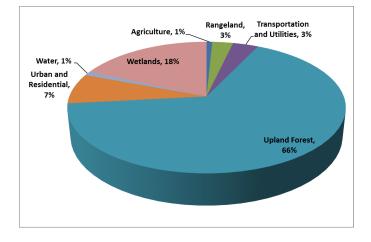
#### Waterbody: Chicken Branch



#### **Basin: St. Marks River**

Chicken Branch is located in southeastern Leon County. The stream is partially fed by Chicken Branch Spring and flows southeast, eventually draining into the St. Marks River.

While the following pie chart shows the majority of the 6,572-acre watershed is relatively undeveloped, agriculture, rangeland, transportation, utilities, urban and residential uses make up approximately 14% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses. Watershed land use is changing; logging in the area adjacent to Chicken Branch and its spring impacted the system and may continue to do so.



#### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water sampling was conducted to determine the health of Chicken Branch and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions, four temporally independent samples per year could not always be collected from this station. When sampling conditions were conducive to collecting the required number of samples, the State criteria were not exceeded for either parameter. While not exceeding the NNC threshold, the 2017 geometric mean nitrogen levels are the highest on record; the June 2017 result (0.81 mg/L) is the third highest individual result since sampling begin in 2006. Substantial rainfall in the area immediately prior to the sampling could have affected nitrogen values via increased runoff into the system. The elevated color levels during the same event (150 PCU vs. a median of 40 PCU) suggest that runoff was a factor in the results. The 2018 and 2019 geometric mean nitrogen results (0.40 and 0.30 mg/L respectively) as well as the most elevated value (0.57 mg/L) were considerably lower, so the elevated total nitrogen value in 2017 was probably an isolated event. Low water levels in 2020 prevented staff from collecting the appropriate number of samples to calculate the NNC.

**Table 1.** FDEP's total nitrogen and phosphorus criteria for streams applied to Chicken Branch. The absence of data means there was not enough data collected (due to lack of water) to fulfill data requirements.

Chicken Branch	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006- 2008	-	-
2009	0.15	0.04
2010	0.43	0.05
2011- 2012	-	-
2013	0.27	0.03
2014	0.41	0.05
2015	-	-
2016	0.38	0.05
2017	0.50	0.05
2018	0.40	0.04
2019	0.30	0.06
2020	-	-

#### Dissolved Oxygen

As Figure 1 shows, Chicken Branch did not always meet the Class III criteria for dissolved oxygen (DO). Low DO levels are typical of Florida spring-run streams and are considered normal for Chicken Branch.

#### Stream Condition Index and Habitat Assessment

The Stream Condition Index (SCI) score matches the natural channel condition of the habitat. The presence of a varied and reasonably rich biological community with several sensitive taxa resulted in a SCI score (64) in the healthy range. Interestingly, this score is seven points lower than the SCI score received in 2017, dropping the station from the lower end of the exceptional range into the higher end of

the Healthy range. This is likely due to drought conditions experienced in the system during the spring. The two most abundant macroinvertebrate taxa collected in both vials were the Asellid isopod *Caecidotea* sp. and the mayfly *Caenis diminuta*. From the total taxa collected, six are listed as sensitive taxa by the FDEP and four as very tolerant. The Ephemeroptera, Plecoptera, Trichoptera (EPT) fauna are widely regarded as the groups of aquatic insects that contain a large number of pollution sensitive taxa. No Plecoptera (stoneflies) were noted in the SCI. Three Ephemeropteran (mayflies) species were collected, including the "sensitive" genus *Stenacron*. The Trichoptera (caddisflies) were also represented by two species: *Cheumatopsyche* and *Oxyethria*.

The results of the Habitat Assessment score (127) characterize the stream habitat as suboptimal. Given the natural, non-dredged condition of the system, this score reflects a limitation on the availability of some of the major habitats within the channel. The system still displays impacts within the riparian zone as result of extensive timbering of the surrounding swamp forest. Numerous downed trees in the channel allow for increased light to reach the stream. This increased light combined with the dry/non-flowing channel conditions in the spring supported the growth of wetland herbaceous plants within the channel to an extent not previously noted in this system.

#### Other Parameters

Other water quality parameters appear to be normal for the area and no other impairments were noted.

#### Conclusions

Based on ongoing sampling, Chicken Branch met the nutrient thresholds for the Panhandle East Region. While the nitrogen level was elevated during the June 2017 event, surface runoff related to rainfall probably contributed to the elevated level. Nitrogen levels were considerably lower in 2018-2019. Staff considers the occasionally low DO values at Chicken Branch to be a natural condition for spring fed systems. The SCI score matches the natural channel condition of the habitat. The results of the Habitat Assessment score characterize the stream habitat as suboptimal.

Chicken Branch	Rep 1	Rep 2
Stream Condition Index Metrics Scores		
Total Taxa	5.65	3.04
Ephemeroptera Taxa	6	6
Trichoptera Taxa	1.43	2.86
% Filter Feeder	3.21	2.25
Long-lived Taxa	6.67	3.33
Clinger Taxa	7.50	6.25
% Dominance	8.45	7.26
% Tanytarsini Taxa	9.56	8.58
Sensitive Taxa	6	5
% Tolerant Taxa	8.16	7.96
SCI Vial Score	69.59	58.38
Stream Condition Index Score	64	
Score Interpretation	Healthy	

 Table 3. Stream Condition Index results for Chicken Branch.

Table 4. Habitat Assessment results for Chicken Branch.

Chicken Branch	Score	Category
Substrate Diversity	18	Optimal
Substrate Availability	10	Marginal
Water Velocity	13	Suboptimal
Habitat Smothering	10	Marginal
Artificial Channelization	18	Optimal
Bank Stability	10, 10	Optimal, Optimal
Riparian Zone Width	9, 9	Optimal, Optimal
Riparian Vegetation Quality	10, 10	Optimal, Optimal
Final Habitat Assessment Score	127	
Interpretation	Suboptimal	

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> stations sampled in 2020.

<u>Click here for a map of the watershed – Sample Site</u> 53.

Johnny Richardson, Water Resource Scientist (850) 606-1500 <u>Richardsonjo@leoncountyfl.gov</u>

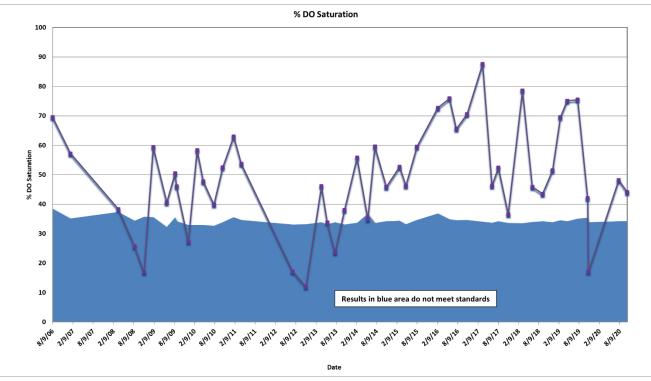
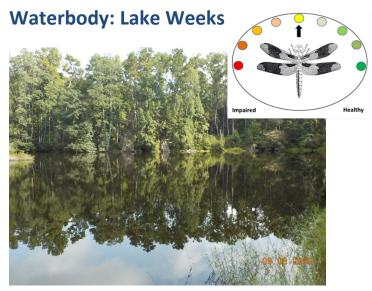


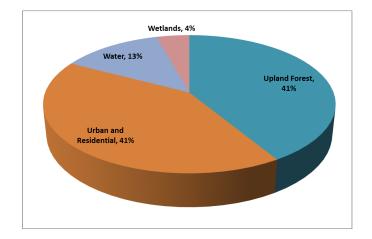
Figure 1. Dissolved Oxygen Percent Saturation results for Chicken Branch.



#### **Basin: St. Marks River**

Lake Weeks is a small, shallow, 11-acre, tannic lake located in southeastern Leon County.

As shown in the following pie chart, approximately 41% of land use in the Lake Weeks 150 acre watershed is urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



#### Background

Healthy, well-balanced lake communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water were collected to determine the health of Lake Weeks and met the requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

#### Sinkholes

In late February 2015, Lake Weeks developed two sinkholes that quickly drained the lake to levels that prevented sampling (< 1.2 feet by March 2<sup>nd</sup>) for the first two quarters of 2015. Lake levels rose to high enough levels that staff was able to resume sampling in the third quarter of 2015.

#### Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to an apparent erroneous reading, the total phosphorus result could not be calculated for 2013. Low water levels prevented staff from collecting the required number of samples so the NNC could not be calculated for 2015.

Low water levels in 2012, along with a relatively constant source of nutrients, substantially concentrated the nutrients in the lake, exceeding the Numeric Nutrient Criteria in 2012. As the area returned to a more normal rainfall pattern, chlorophyll-*a* and nutrient levels dropped to levels that met the state criteria for 2014. As in 2012, low water levels in 2015 concentrated nutrients in the lake, resulting in elevated nutrient (1.4 mg/L total nitrogen, 0.08 mg/L total phosphorus) and chlorophyll-*a* (106  $\mu$ g/L) levels during the September 2015 sampling event. By November 2015, while still elevated, levels had dropped (total nitrogen 1.2 mg/L, total phosphorus 0.05 mg/L and chlorophyll-*a* 10.4  $\mu$ g/L). Nutrient values met the Numeric Nutrient Criteria in 2016 -2020.

Table 1. FDEP's chlorophyll-a, total nitrogen and phosphorus criteria for
lakes applied to Lake Weeks. Results in bold signify exceedances of the
State criteria.

Colored Lake	Chlorophyll- <i>a</i> 20.0 µg/L	Total Nitrogen Threshold 1.27-2.23 mg/L	Total Phosphorus Threshold 0.05-0.16 mg/L
2004	3.3	0.33	0.01
2005	1.7	0.42	0.01
2006	3.5	0.58	0.03
2007	4.9	1.00	0.02
2008	13.9	0.80	0.04
2009	2.6	0.32	0.01
2010	5.3	0.59	0.01
2011	14.2	0.79	0.03
2012	47.5	1.49	0.07
2013	19.7	0.87	-
2014	3.9	0.71	0.01
2015	-	-	-
2016	16.2	0.72	0.02
2017	6.0	0.60	0.01
2018	7.0	0.55	0.01
2019	8.0	0.44	0.02
2020	7.9	0.61	0.02

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

Click here for a map of the watershed – Sample Site LW1.

Johnny Richardson, Water Resource Scientist (850) 606-1500 <u>Richardsonjo@leoncountyfl.gov</u>

#### Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

#### Conclusions

Based on ongoing sampling, Lake Weeks met the nutrient thresholds for the Big Bend Bioregion. Other water quality parameters appear to be normal for the area and no impairments were noted.

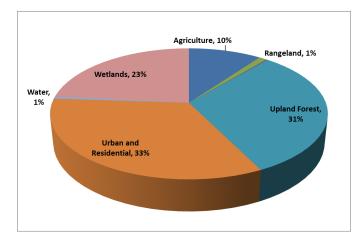
#### Waterbody: Louvinia Creek



#### **Basin: St. Marks River**

Louvinia Creek is an intermittently flowing creek located in eastern Leon County.

While the following pie chart shows the majority of the 2,981-acre watershed is relatively undeveloped, agriculture, rangeland, transportation and utilities, urban and residential uses make up approximately 44% of the watershed. Increases in stormwater runoff and waterbody nutrient loads can often be attributed to these types of land uses.



#### Background

Healthy, well-balanced stream communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation. Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. State water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water sampling was conducted to determine the health of Louvinia Creek and met the collection and analysis requirements of the Florida Department of Environmental Protection (FDEP).

#### Results

According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. Due to low water conditions and the ephemeral nature of the stream, four temporally independent samples per year have never been collected from this station. Even though staff was not able to collect the required number of samples, some conclusions can be made. Based on the samples taken during the study period, most total phosphorus and total nitrogen values did not exceed the total phosphorus and nitrogen thresholds (Figures 1 and 2).

#### Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

#### Conclusions

While sampling requirements were not met to calculate the NNC results, most total phosphorus and total nitrogen levels appear to meet the nutrient thresholds. Other water quality parameters appear

to be normal for the area and no other impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for map a of the watershed – Sample Site</u> <u>LC at WW.</u>

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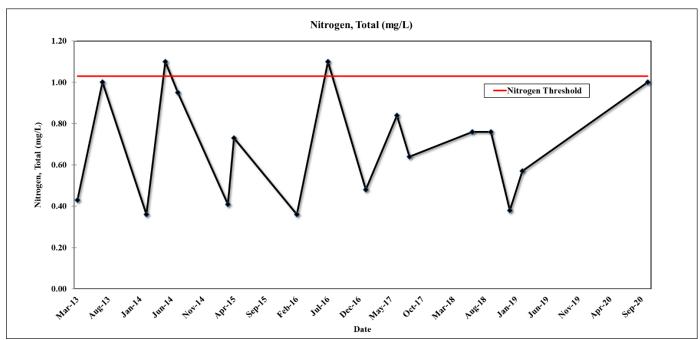


Figure 1. Total nitrogen results for Louvinia Creek.

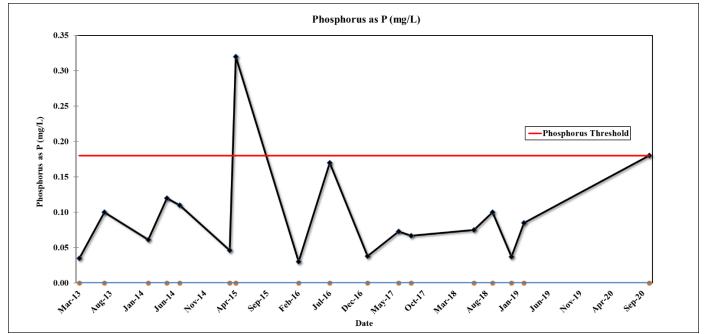
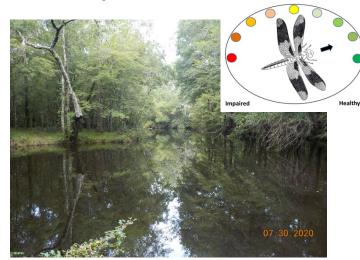


Figure 2. Total phosphorus results for Louvinia Creek.

#### Waterbody: St. Marks River



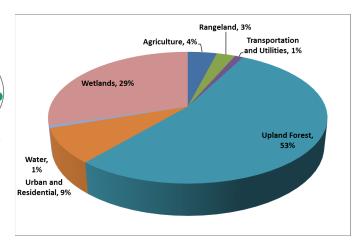
#### **Basin: St. Marks River**

The predominantly nitrogen-limited St. Marks River, declared an Outstanding Florida Water by the Florida Department of Environmental Protection (FDEP), originates in the hardwood and cypress swamps of the Red Hills area and flows approximately 35 miles south before emptying into Apalachee Bay. At Natural Bridge Road, the river disappears underground and reappears approximately a mile downstream. It should be noted that there are interactions between the St. Marks River and Lake Lafayette during elevated water conditions. Significant storms, such as Tropical Storm Fay, create interactions between different systems that include Bird Sink, Patty Sink and Lloyd Creek (Jefferson County).

As shown in the following pie chart, approximately 17% of land use in the 60,015-acre St. Marks Basin is agriculture, rangeland, transportation, utilities or urban and residential. Increases in stormwater runoff and waterbody nutrient loads can often be at-tributed to these types of land uses.

#### Background

Healthy, well-balanced river communities may be maintained with some level of human activity, but excessive human disturbance may result in waterbody degradation.



Human stressors may include increased inputs of nutrients, sediments, and/or other contaminants from watershed runoff, adverse hydrologic alterations, undesirable removal of habitat or riparian buffer vegetation, and introduction of exotic plants and animals. Water quality standards are designed to protect designated uses of the waters of the state (e.g., recreation, aquatic life, fish consumption), and exceedances of these standards are associated with interference of the designated use.

#### Methods

Surface water was collected to determine the health of the St. Marks River and met the requirements of the FDEP.

#### Results

#### Nutrients

The nutrient thresholds and results are found in Table 1. According to FDEP requirements, Numeric Nutrient Criteria (NNC) (expressed as an annual geometric mean) cannot be exceeded more than once in a three-year period. The State criteria were not exceeded for either parameter at the Natural Bridge station.

The station located at State Road 27 was frequently dry or too low to sample and is not included in the aforementioned table since the State's data requirements could not be met. Even though staff was not able to collect the required number of samples, some conclusions can be made. Based on the samples taken during the study period, most total phosphorus and total nitrogen values did not exceed the total phosphorus and nitrogen thresholds (Figures 1 and 2).

St. Marks River	Total Nitrogen Threshold 1.03 mg/L	Total Phosphorus Threshold 0.18 mg/L
2006	0.39	0.03
2007	0.34	0.14
2008	0.27	0.04
2009	0.27	0.05
2010	0.58	0.05
2011	0.40	0.05
2012	0.43	0.05
2013	0.38	0.05
2014	0.49	0.05
2015	0.46	0.07
2016	0.39	0.03
2017	0.58	0.04
2018	0.63	0.05
2019	0.35	0.05
2020	0.43	0.06

 
 Table 1. FDEP's total nitrogen and phosphorus criteria for rivers applied to the St. Marks River at Natural Bridge Road.

Fish Consumption Advisory

The Florida Department of Health has issued consumption limits for certain fish in the St. Marks River due to elevated levels of mercury.

<u>Click here for more information about fish consump-</u> tion advisories in Leon County.

#### Other Parameters

Other water quality parameters appear to be normal for the area and no impairments were noted.

#### Conclusions

Based on ongoing sampling, the St. Marks River met the nutrient thresholds for the East Panhandle Region. Other water quality parameters appear to be normal for the area and no impairments were noted.

Thank you for your interest in maintaining the quality of Leon County's water resources. Please feel free to contact us if you have any questions.

#### Contact and resources for more information

#### www.LeonCountyWater.org

<u>Click here to access the results for all water quality</u> <u>stations sampled in 2020.</u>

<u>Click here for a map of the watershed – Sample Site</u> 54 and St. Marks at 27.

Johnny Richardson, Water Resource Scientist (850) 606-1500 <u>Richardsonjo@leoncountyfl.gov</u>

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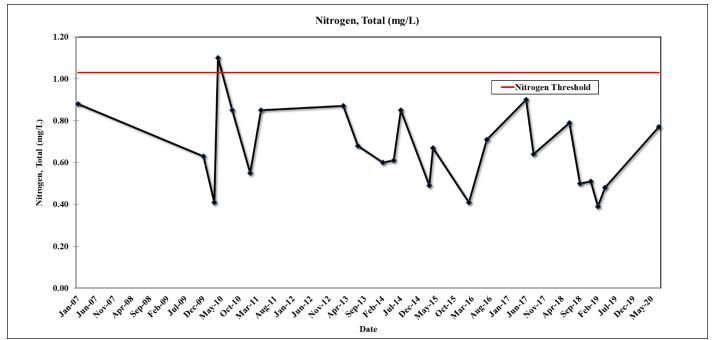


Figure 1. Total nitrogen results for St. Marks River at 27.

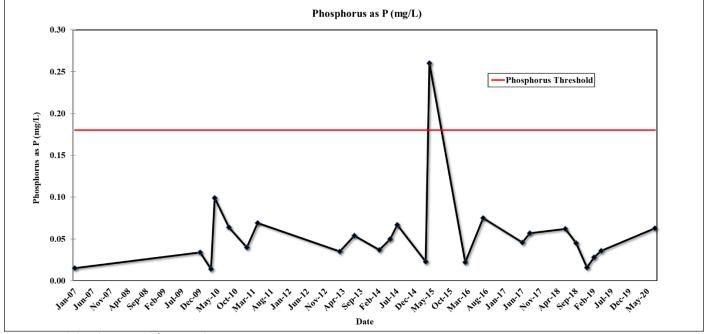
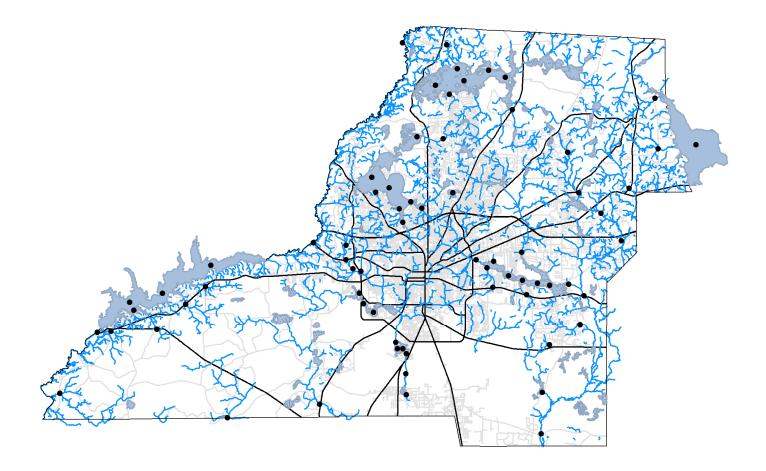


Figure 2. Total phosphorus results for St. Marks River at 27.

## Water Quality Monitoring Stations



## Leon County Board of County Commissioners

Notes for Agenda Item #17

# Leon County Board of County Commissioners

### Agenda Item #17

**January 25, 2022** 

**To:** Honorable Chairman and Members of the Board



From: Vincent S. Long, County Administrator

Title:Basin Management Plan Update

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, Director, Public Works Charles Wu, Director, Engineering Services
Lead Staff/ Project Team:	Theresa Heiker, Stormwater Management Coordinator

#### **Statement of Issue:**

As requested at the Board's October 12, 2021 meeting, this status report describes the input from the Water Resources Committee regarding the future Basin Management Plan Update process.

#### Fiscal Impact:

This item has no fiscal impact.

#### **Staff Recommendation:**

Option #1: Accept the status report on the Basin Management Plan Update and input from the Water Resources Committee.

#### **Report and Discussion**

#### **Background:**

On October 12, 2021, an analysis was provided to the Board on developing a comprehensive watershed management plan. The agenda item (Attachment #1) provided a detailed background on watershed and basin planning in Leon County and an analysis of the process and timing for updating the basin management plans. As presented in the item, the analysis did not support the development of a comprehensive watershed management plan. The analysis, however, did recommend updates to the County's basin plans once the Florida Department of Environmental Protection (FDEP) formally adopts new statewide stormwater standards as directed by the Florida Legislature in the 2020 Clean Waterways Act. The Board accepted the staff analysis and directed staff to evaluate additional data needed to be collected to best position the County to update the basin management plans, including input from the Water Resources Committee (WRC), and opportunities to best position the County for future Resilient Florida grant funding.

As requested at the Board's October 12, 2021 meeting, this status report describes the input from the Water Resources Committee regarding the future Basin Management Plan Update process.

This status report provides an update on basin management plans, which advances the following FY2017-FY2021 Strategic Initiative:

• Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2018-5)

This particular Strategic Initiative aligns with the Board's Environmental Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.

#### Additional Background Information

This item was previously presented to the Board and Blueprint Intergovernmental Agency (IA) Board.

On September 17, 2020, the IA Board accepted a comprehensive agenda item on stormwater facilities operated and maintained by the City of Tallahassee and Leon County, including those constructed by Blueprint (Attachment #2). The report also provided information on the function of stormwater facilities in accordance with state regulations; a comparison of water quality standards for recreational waterbodies versus stormwater facilities; and a review of existing and emerging innovative treatment systems. The report explained that state water quality standards do not apply to stormwater facilities pursuant to Rule 62-302.530, Florida Administrative Code (F.A.C.).

Based on the Blueprint IA item, the County Commission directed staff to prepare an agenda item to include alternate and new technology and the current stormwater maintenance program. On December 8, 2020, a status report was presented to the Board which described the County

stormwater management regulations, the capital program relative to surface water quality improvement, and the activities of the maintenance divisions (Attachment #3). The Board accepted the status report and directed staff to prepare a review of other counties' maintenance schedules, testing and metrics for commercial and residential ponds, including their intergovernmental coordination with cities.

On July 13, 2021, the Board accepted the status report examining the stormwater maintenance schedules employed by other counties, the use of water quality metrics for commercial and residential stormwater ponds, and intergovernmental coordination with cities related to stormwater facilities (Attachment #4).

This analysis focuses on basin management plans and the data needed for the next plan updates. Local basin plans were developed to evaluate the contributions from within Leon County toward the flooding and water quality challenges of our surface waters. The focus of the plans is on the smaller-scale basins which lie within the County's borders, allowing for a more detailed examination of the infrastructure needed to address issues such as local road flooding or poor water quality in a lake.

#### Analysis:

Basin management plans focus on the contributing areas to major surface waters, identifying opportunities for upgrades to conveyance and treatment facilities to address rate and volume flooding which occurs in the basins, and to mitigate water quality concerns for the surface waters. The plans share common goals of flooding and water quality mitigation, ensuring that these challenges are addressed in a consistent manner throughout the County.

As described in the October 12, 2021 agenda item, modeling technology has substantially improved since the original plan development in the 1990s. This allows for more accurate and detailed evaluation of both flooding and water quality issues. The input for the models has also significantly improved through the detailed Geographic Information System (GIS) updates currently available from the County's investment in local mapping as well as information available from the Northwest Florida Water Management District (District) for the adjacent Florida counties which exchange flow with Leon County. The enhanced topographic information is available to improve the estimated runoff from contributing areas and associated pollutant loadings from developed lands versus natural area.

The District has also continued to collect rainfall and stream level response data for major creeks throughout the county. This data is available to calibrate stormwater models to improve the accuracy of the simulated water level response to storm events.

Surface water sampling has been expanded throughout the County to include major streams and rivers as well as major lakes. The long-term water quality trends are evaluated as part of the Water Quality Annual Report. This data is available to calibrate surface water models regarding water quality concerns and provide support to recommendations for additional treatment facilities.

#### Coordination with the Water Resources Committee

The Board directed staff to consult with the WRC regarding the October 12, 2021 agenda item evaluating the development of a comprehensive watershed management plan as part of this agenda item regarding basin management plan updates. The WRC discussed the issue at its meetings on November 1 and December 6, 2021 to provide the following input regarding data needed for the basin management plan updates including opportunities that could be pursued prior to the State finalizing the stormwater rules (Attachment #5):

- 1. Increase or start water quality monitoring within stormwater facilities.
- 2. Create a template for basin management plans that ensures consistent management practices are proposed for all basins.
- 3. Update the existing basin management plans.
- 4. Provide an analysis of future development trends and resulting potential stormwater impacts.
- 5. Identify the basins which exchange flow with other counties and describe their management and determine whether "closed basins" exchange groundwater to the extent that surface water management requires additional attention.
- 6. Consider the implications of global warming and the anticipated impacts to stormwater quality and quantity, such as: increased quantity during flashy, high-intensity events; increased pollutant runoff from the additional stormwater generated by higher volume storms; and increased runoff thermal pollution affecting waterbodies causing algae blooms to increase in duration.

The majority of the WRC recommendations mirror the established process to be followed for basin management plan updates. The following analysis provides further information on how staff plans to implement these recommendations while monitoring the State update of the stormwater standards.

*Water Quality Monitoring of Stormwater Facilities:* As described in the Blueprint September 17, 2020 agenda item and the Board's July 13, 2021 agenda item, stormwater treatment facilities are not sampled for compliance with state water quality standards. These facilities are treatment ponds which capture pollutants prior to discharging treated stormwater to Class III Waters of the State. Water quality metrics are not part of local, state or federal standards for stormwater treatment facilities, nor are they anticipated to be part of the state's new stormwater standards. Stormwater treatment facilities are designed for pollution reduction based on capturing and recovering design storm flow volumes. Consequently, hydraulic function determines the regulatory compliance for a stormwater facility rather than surface water sampling results. The monitoring results from a treatment facility will have no water quality standard for comparison and will not provide data which can be used in updating the basin management plans.

*Basin Management Plan Template:* A basin management plan template is a scope of the work to be performed and the desired format. This can be completed in a very short time period once the new stormwater rules are adopted. Staff will draft the basin management plan template and seek input from the appropriate citizen committees. Each of the basin management plans adopted in

the 1990's were evaluated with basic management concepts: initial evaluation for flooding determined where rate or volume of stormwater created nuisance or hazardous conditions and recommendations were provided to mitigate or reduce discharge to address that condition. The identification of water quality issues led to recommendations for treatment facilities which would mitigate or reduce the water quality issue. In both situations, the recommendations were either regulatory or capital project proposals, or a combination of these approaches. The recommendations from the updated basin management plans will vary based on the basin contributing area and the extent of development pressure.

*Basin Management Plan Implementation:* The WRC recommendation to update the existing basin management plans is consistent with the County plans following the State of Florida's update to the state stormwater standards. The stormwater standards update is expected to provide specific direction regarding new and innovative technologies as well as new minimum treatment standards for existing technologies.

*Analyze Future Development Trends:* The basin plan updates will include an analysis of development patterns and the anticipated resulting stormwater impacts of future development, per the existing adopted planning documents such as the Comprehensive Plan and Zoning Maps. This is a standard practice in confirming the adequacy of infrastructure in the future build-out conditions.

*Identify Basins Exchanging Flow with Adjacent Counties:* Of the 36 water basins in Leon County, six exchange flow with other counties. The open basins lie around the periphery of the County in the lesser developed areas such as Miccosukee, Fort Braden, Chaires and Capitola, and where the contributing areas are largely forested and wetlands. Limited development is likely in these contributing areas of the Apalachicola National Forest, the Lake Talquin State Forest, and the Plank Road State Forest. Consequently, the recommendations to manage these basins will be focused more on regulatory practices such as minimum treatment standards for protection of the natural features rather than construction of capital projects. These basins will be included as part of the holistic update to the County's basin management plans.

*Consider Implications of Global Warming:* The basin management plan models will be comprehensively updated for input conditions including topography, rainfall, and pollutant loading criteria and calibrated to the most complete data available. Updated rainfall values will be used for the design storms, relative to the values used in the 1990's basin plans. The stormwater models require historic data in order to calibrate their response to stormwater events. The extent of flooding can be evaluated by simulating past storms and confirming the resulting water level between the model and the recorded data. Design storms are based on probabilities that can only be assessed based on historic patterns and will be used to evaluate recommended alternatives for improvement in basin plans. This modeling is an integral part of the basin management planning process that will be performed by the selected consultant.

Most of the aforementioned items provided by the WRC will be part of, or immediately precede, the basin management plan updates. Water quality monitoring of stormwater facilities will not be part of the basin management plan updates because water quality metrics are not part of local, state or federal standards for stormwater treatment facilities, nor are they anticipated to be part of the

Title: Basin Management Plan Update January 25, 2022 Page 6

state's new stormwater standards. Stormwater treatment facilities are designed for pollution reduction based on capturing and recovering design storm flow volumes. Any such water quality monitoring results would not provide data which can be used in updating the basin management plans.

#### Resilient Florida Grant Opportunities

Resilient Florida is a grant program managed by FDEP that provides technical assistance and funding to communities dealing with flooding, erosion, and habitat shifts. On November 9, 2021, the Board approved a partnership with the Apalachee Regional Planning Council (ARPC) in the submittal of a regional Resilient Florida Grant application (Attachment #6).

Leon County serves as the grantee for the regional project for a Vulnerability Assessment for Calhoun, Franklin, Gadsden, Gulf, Leon, Liberty, Jackson, Jefferson, and Wakulla counties and their municipalities. The Vulnerability Assessments will focus on both inland and coastal flooding and will chronicle exposure of critical assets over a 2040 and 2070 timeline. The results of the Vulnerability Assessments will create a risk profile of county and municipal holdings that are vulnerable to flooding over the next 20 and 50 years. The ARPC serves as the grant manager and will ensure that task deliverables will be met, and the project completed on time. A separate agenda item for the January 25, 2022 meeting finalizes the County's acceptance of this grant.

Additional input provided by the WRC on broader water policy matters include:

- 1. A review the Blueprint funding allocation for County water quality projects and other activities to address flooding, stormwater, and water quality capital improvements.
- 2. Review the stormwater fee history, schedules and applications of the funds; address all funding sources including grants for water resources such as Septic to Sewer, Septic Upgrades and the Blueprint Water Quality Funds. The funding evaluation will consider the costs for managing stormwater facilities as well as natural waterbodies. The evaluation of the fee should include the total raised, the use of the funds, the history of increases, and a comparison with other counties in Florida.
- 3. Provide an analysis of the Leon County National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit conditions, discharges and receiving waterbodies which are Class III Waters of the State. Class III Waters of the State are surface waters which support "fish consumption, recreation, propagation and maintenance of a healthy, well-balanced population of fish and wildlife". All surface waters are Class III unless otherwise designated by the Florida Department of Environmental Protection (FDEP).
- 4. Reevaluate the role and scope of the WRC and increase coordination with the City of Tallahassee. One suggestion is to reorganize the committee as a joint committee with the City of Tallahassee and reinstate it as an official advisory committee.
- 5. Review the Joint Watershed Protection Plan and/or the Watershed Management Board concept to increase coordination between the County and the City.
- 6. Develop a "One Water Master Plan" jointly by the City and the County to address water quality in natural and engineered water bodies, groundwater and drinking water

management, sewer/septic tank upgrades, wastewater management and water reuse all in one management approach.

The following provides a brief staff analysis of the WRC's additional input.

*Review of Blueprint Funding and Stormwater Fee Revenues:* Over \$31 million in the Blueprint 2020 funding allocation has been designated as matching funds for the Septic to Sewer and Septic Upgrade grants received from the State of Florida through Fiscal Year 2024. In addition to Blueprint funds, the state grant funds are matched by \$12 million in American Rescue Plan Act (ARPA) funds. Funding sources for water resources capital projects are provided through grants with the Blueprint Water Quality Funds as well as general revenue for local grant match. The stormwater fee primarily funds operation and maintenance through Operations and Engineering Services Division activities, including the County's water quality sampling contract. Funding for capital and operating expenses are evaluated on an annual basis during the budget process. More detailed information on the budgeting process can be shared with the WRC.

Analysis of NPDES MS4 Permit: The MS4 permit regulates the County's infrastructure and the interaction with Class III Waters of the State. As described above, the water quality standards for Class III waters will not apply in stormwater treatment ponds, pipes, or conveyance ditches but discharges from the infrastructure cannot create noncompliance in the Class III waters. County staff are continuing to inventory infrastructure to better delineate these facilities and their discharges to Class III waters. The basin management plans will evaluate any trends toward noncompliance and determine whether upgraded treatment is required in the County infrastructure.

*Reevaluate Role and Scope of the WRC:* The WRC has been an advisory Board of the County since 1994. The County has two types of citizen advisory boards, one is a "focus group" and the other is "decision making." Originally, the WRC and Science Advisory Committees were both established as "decision making" committees. Decision making committees operate as sunshine bodies (like the Planning Commission) and makes recommendations that are intended to become part of the Board's decision making process or makes decisions independent of the Board. However, both the WRC and Science Advisory Committees have historically provided input on policy matters for staff to take into consideration in making final recommendations to the Board. As such, at the October 23, 2018 meeting the Board approved Resolution No. R18-33 (Attachment #7) reclassifying the WRC (and separately the Science Advisory committee) from a decision making committee to a focus group.

The enabling resolution describes the committee as follows: "The Water Resources Committee shall be charged with the responsibility to consider the value of the lakes and related water resources of the County, including groundwater, and to provide recommendations to County staff with regard to any necessary or appropriate policies, regulations, management activities and long-term funding strategies to protect or enhance these values, while considering the various impacts to these resources from accelerated runoff, including flooding and surface and groundwater degradation." Focus groups are intended to serve as a fact-finding source of community input and a technical resource for County staff in developing recommendations on matters that are subsequently considered for Board approval. The Board determined in its October 23, 2018

meeting that the WRC has and would continue to function as a focus group, serving as a valuable technical resource by providing input and assistance in making recommendations to the Board.

However, over the past year, the WRC has discussed playing a larger role in determining water policy for Leon County. Members of the Committee have expressed a desire to review all water agenda items before submission to the BOCC to provide direction to staff on the final recommendations for the BOCC. The WRC therefore would like the Board to reconsider establishing the WRC as a decision making body.

If reestablished as a decision making body, the WRC has stated that they would like to see all technical status reports and agenda items prior to these items being submitted to the Board, even if these are not policy matters. However, Leon County has a professional staff of engineers, biologists and limnologists that prepares these materials for Board consideration and provides recommendations based on their technical expertise. As a result, there is limited value to the additional review provided by the WRC on issues unrelated to their charge as described above as a focus group committee.

*Review the Joint Watershed Protection Plan:* The Joint Watershed Protection Plan Agreement was executed between the City of Tallahassee and Leon County in April 2005, prior to the charter amendment of November 2010 requiring the County to establish minimum countywide environmental standards which included water quality and stormwater standards. The Board of County Commissioners terminated the Joint Watershed Protection Plan Agreement in September 2011 in the opinion that the adoption and implementation of the charter amendment addressed the intent of the Agreement to coordinate standards between the County and the City. The Minimum Countywide Environmental Regulations Ordinance was adopted by the Board on May 8, 2012.

*Develop a "One Water Plan":* The intent of a One Water Plan is to incorporate planning for all types of water use, including domestic wastewater reuse, into a water supply planning document to ensure sufficient water capacity is available for future use. Leon County does not manage potable water distribution and wastewater collection and treatment facilities. The provision of these services by the City of Tallahassee and other utilities is in accordance with the 2005 Water and Sewer Agreement between Leon County and the City of Tallahassee. The Agreement granted an exclusive franchise to the City to provide water and sewer services to those parts of the County which were not already being served by other water and sewer providers. The Agreement does not provide Leon County any powers to enforce oversight to the utility providers regarding their facilities management, or to require coordination between providers of services.

#### Conclusion

The State stormwater standards are anticipated to be developed over the next year and staff will participate in the public comment process as the standards are developed. Following adoption of the new standards, staff will finalize the scope of work for the basin management plan updates in coordination with the WRC. The completed basin management plan updates will provide guidance for regulatory updates and capital improvement projects to address both water quality and flooding concerns throughout the County.

#### **Options:**

- 1. Accept the status report on the Basin Management Plan Update and input from the Water Resources Committee.
- 2. Do not accept the status report on the Basin Management Plan Update and input from the Water Resources Committee.
- 3. Board direction.

#### **Recommendation:**

Option #1

#### Attachments:

- 1. October 12, 2021 agenda item Evaluation of Developing a Comprehensive Watershed Management Plan
- 2. Blueprint September 17, 2020 agenda item Status Report on Local Stormwater Facilities
- 3. December 8, 2020 agenda item Review of Leon County Stormwater Management Facilities
- 4. July 13, 2021 agenda item Status Report on Maintenance Schedules, Testing and Metrics for Commercial and Residential Stormwater Ponds in Other Jurisdictions
- 5. Water Resources Committee meeting minutes for November 1 and December 6, 2021
- 6. November 9, 2021 agenda item Application for Resilient Florida Grant on Behalf of Apalachee Regional Planning Council
- 7. Resolution No. 18-33 Water Resource Committee Reclassification

# Leon County Board of County Commissioners

## Agenda Item #21

October 12, 2021

To:Honorable Chairman and Members of the BoardFrom:Vincent S. Long, County Administrator

Title: Evaluation of Developing a Comprehensive Watershed Management Plan

<b>Review and Approval:</b>	Vincent S. Long, County Administrator	
Department/ Division Review:	<ul> <li>Alan Rosenzweig, Deputy County Administrator</li> <li>Ken Morris, Assistant County Administrator</li> <li>Benjamin H. Pingree, Director, Planning, Land Management, and</li> <li>Community Enhancement (PLACE)</li> <li>Artie White, Director of Planning</li> </ul>	
	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:**

As requested by the Board, this item builds upon the review of the Leon County Water Quality Annual Report presented at its December 8, 2020 meeting in evaluating the development of a comprehensive regional watershed management plan.

#### **Fiscal Impact:**

This item has no fiscal impact.

#### **Staff Recommendation:**

Option #1: Accept the staff analysis on the evaluation of developing a comprehensive watershed management plan and take no further action at this time.

#### **Report and Discussion**

#### **Background:**

As requested by the Board, this item builds upon the review of the Leon County Water Quality Annual Report presented at its December 8, 2020 meeting in evaluating the development of a comprehensive regional watershed management plan.

Leon County relies on water basin plans for improving water quality and minimizing flooding. The difference between watershed and water basin plans are their scale. As explained in the analysis, the County has been anticipating and actively monitoring the development of new statewide stormwater standards which would establish a new baseline for stormwater management within the next 18 to 24 months. At the appropriate time, once the State finalizes and adopts the new standards, staff will be recommending updates to the County water basin plans to continue protecting our water resources. The analysis does not support a comprehensive watershed management plan for our region given that Leon County's surface water flow interaction (i.e. Leon County's water flowing to/from another county) is not frequent or of a sufficient quantity to impact regional water body health. Most of the County's water basins (30 of 36) are self-contained meaning that the surface flows remain within Leon County.

This status report provides an overview on watershed management plans, which advances the following FY2017-FY2021 Strategic Initiative:

• Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2018-5)

This particular Strategic Initiative aligns with the Board's Environmental Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*

On July 13, 2021, a status report was presented to the Board examining the stormwater maintenance schedules employed by other counties, the use of water quality metrics for commercial and residential stormwater ponds, and intergovernmental coordination with cities related to stormwater facilities (Attachment #1). At the Board's request, the status report also included an analysis of pond maintenance in the City of Tallahassee's historically minority neighborhoods.

Most of Leon County's water resources are considered healthy systems by state standards. These systems are protected by Countywide minimum environmental standards which exceed the established state standards and are monitored by the County's Engineering Services Division. The County's Engineering Services Division protects citizens and the environment by improving water quality and minimizing flooding based on scientific assessments of surface waters, drainage patterns, and sample testing of area water bodies. These analyses, or water basin plans, are mandated by the federal Clean Water Act and the County's Comprehensive Plan to identify where attention, intervention, or investment is needed to meet the surface and ground water quality

objectives. Water basin plans focus on the needs within the County to guide the implementation of environmental standards and inform the capital improvement program stormwater planning and retrofits, lake restoration projects, and septic tank abatement programs.

A watershed will be defined by a number of smaller basins that contribute surface flow to tributary waterbodies of a river watershed. Regional watershed plans tend to require cooperation among many counties, cities, and branches of state government to be effective in protecting, restoring, or enhancing water quality. Watershed planning requires shared goals, technical and financial resources, and dedicated revenues for water quality and flood mitigation projects. Watershed planning at this scale is more appropriate where the surface water flow interaction is frequent enough to impact regional water body health. However, the majority of the County flows are limited in geographic scale and are more effectively evaluated at a local scale through water basin studies.

#### Watersheds in Leon County

Watersheds are the land area which contribute surface and groundwater flow to surface waters. Leon County has two primary watersheds which are the Ochlockonee River and the St. Marks River watersheds. These watersheds extend beyond Leon County into our neighboring counties and north into Georgia. Leon County accounts for approximately 10% of the total land area of the 1,585,000-acre Ochlockonee River watershed and approximately 40% of the 747,956-acre St. Marks River watershed. Within these river watersheds are smaller basins where the land area contributes flows to lakes and streams such as Lake Jackson and Munson Slough. Leon County has 36 of these basins countywide, of which 12 also lie within the City of Tallahassee.

Only six of the water basins in Leon County share discharge flow with adjacent counties. These six water basins are largely natural, undeveloped, areas that the County would not be able to manage or alter base flows. Most of the water basins (30 of 36) are self-contained meaning that the surface flows remain in Leon County. These self-contained basins discharge to sinking streams and swallets which do not connect to the rivers. For example, Lake Jackson is considered within the Ochlockonee River watershed but does not discharge surface water to the river. Lake Lafayette only discharges to the St. Marks River under extreme flow conditions. Consequently, most of Leon County developed land does not interact with flows from other counties.

There are a variety of documents prepared by state and local agencies that recommend strategies and projects for resource management, protection and restoration of the watersheds and basins. Each plan was created with both technical and public input to develop the recommendations. The recommendations are described in general terms for development into specific projects by the local agencies through capital programs.

#### Watershed Plans by Northwest Florida Water Management District

The Northwest Florida Water Management District (District) is the agency authorized by the Legislature under the 1987 Surface Water Improvement and Management (SWIM) Act to:

- Develop plans and programs to improve management of surface waters and associated resources;
- Identify current conditions and processes affecting the quality of surface waters;

- Develop strategies and management actions to restore and protect waterbodies; and
- Conduct research to improve scientific understanding of the causes and effects of the degradation of surface waters and associated natural systems.

The SWIM plans provide a large-scale watershed analysis of the two rivers. The focus of the plans is on watershed resource protection and restoration. Unlike local basin plans, SWIM plans do not provide analysis of flooding conditions. They also vary from regional watershed plans by not providing specific water quality loading and pollutant load reduction targets.

The District adopted the 2017 Ochlockonee River and Bay SWIM plan as an update to the 1997 Lake Jackson Management Plan and the 2012 draft Ochlockonee River and Bay SWIM plan. In addition to six counties in Georgia, the Ochlockonee watershed includes Leon, Wakulla, Franklin, Liberty, and Gadsden Counties. The primary waterbodies within the Ochlockonee River watershed in Leon County are the Ochlockonee River, Lake Iamonia, Lake Jackson and Lake Talquin. Recommended actions in Leon County include stormwater planning and retrofit, lake basin restoration plans and development of a septic tank abatement program, together with a comprehensive monitoring program to verify the benefits of the implemented actions.

The District also adopted the 2017 St. Marks River and Apalachee Bay SWIM plan as an update to the 1997 SWIM plan. In addition to two counties in Georgia, the St. Marks River watershed includes Leon, Wakulla and Jefferson Counties. The primary waterbodies within the St. Marks River watershed in Leon County are the St. Marks River, Lake Lafayette and Lake Munson. The Woodville Karst Plain also lies in the St. Marks River watershed, as does the Wakulla Spring and River in Wakulla County. Sinking lakes and streams, or streams which discharge to swallets and sinkholes, are pervasive in the St. Marks watershed. Groundwater and surface water interaction result in the flows at three springs in Leon County (Horn Spring, St. Marks Rise and Chicken Branch Spring) and several springs in Wakulla County. Recommended actions in Leon County include stormwater planning and retrofit, lake basin restoration plans, development of a septic tank abatement program and Woodville karst springs water quality protection and enhancement, together with a comprehensive monitoring program to verify the benefits of implemented actions.

#### Local Basin Plans

Local basin plans were developed to evaluate the contributions from within Leon County toward the flooding and water quality challenges of our surface waters. The focus of the plans is on the smaller-scale basins which lie within the County's borders, allowing for a more detailed examination of the infrastructure needed to address issues such as local road flooding or poor water quality in a lake. Stormwater Management Plan Objective 1.4 of the Comprehensive Plan calls for a comprehensive stormwater management plan for the entire County. The plan for the urban basins of Leon County (Fred George Sink and Lakes Jackson, Munson, and Lafayette) was completed by the District in 1991 under a joint contract with the City of Tallahassee and Leon County. The evaluation of the balance of the unincorporated area was completed in 1995 by Leon County's consultant Camp Dresser & McKee, Inc. (CDM). A Stormwater Citizens Advisory Group provided input to the development of the CDM plan. Both the District and the CDM plans identified non-structural recommendations and capital projects to address water quality and water quantity issues at a broad scale. Examples of the non-structural recommendations were the

restoration of Gum Swamp, volume control requirement for new development in closed basins, no new urban development within the 100-year floodplain and increasing inspection of construction sites for environmental purposes. Examples of the recommended capital projects include the construction of the I-10 treatment facility on Meginnis Arm of Lake Jackson and the West Weems treatment facility on the Northeast Ditch to Upper Lake Lafayette.

Numerous capital projects from the plans to address both flooding and water quality concerns continue to be evaluated for implementation. Some of the recommended projects in the unincorporated area were completed as originally identified in the basin plans, such as the Yorktown Pond improvements and the I-10 treatment facility on Meginnis Arm. Other projects have been modified as needed based on changing environmental conditions and project scope adjustments.

The District and CDM stormwater plans provide a general strategy for the protection and restoration of the various waterbodies in Leon County. Concurrent with the development of the master plans, citizen action teams reviewed the conditions for some of the major lakes and developed specific Action Plans for lake management. The Action Plans included recommendations such as construction of a trash rack ahead of Lake Munson (completed with the Lake Henrietta construction) and strengthening regulations in the Lake Iamonia watershed to better protect the lake from development impacts. The individual lake action teams were subsequently combined into the Leon County Water Resources Committee to provide for cohesive planning across the County.

A Joint Watershed Protection Plan Agreement was executed between the City of Tallahassee and Leon County in April 2005. The Agreement established a Watershed Policy Board (Policy Board) to eliminate inconsistencies in County and City water quality and stormwater standards. The Policy Board served in an advisory capacity to both the County and the City to coordinate and monitor the implementation of the short-term and long-term water quality improvement goals. The Policy Board was also charged with drafting specific Watershed Management Plans for approval by the County and City in order to achieve consistency in the quality and standard of stormwater throughout the County.

The Policy Board agreed in December 2008 to suspend its work while the Florida Department of Environmental Protection (FDEP) developed statewide stormwater standards. Subsequently, the citizens of Leon County adopted a charter amendment in November 2010 requiring the County to establish minimum countywide environmental standards, which includes water quality and stormwater standards. This led to the County's decision to terminate the Joint Watershed Protection Plan Agreement with the City in September 2011 since the efforts of the Policy Board had been realized through the adoption and implementation of the charter amendment.

In November 2016, the citizens of Leon County overwhelmingly approved the extension of the Blueprint one-cent sales tax. Among the projects included in the sales tax extension, \$85 million was allocated to water quality projects to be split evenly by the County and City over the 20-year life of the tax beginning in 2020. The County has entered into a multi-year funding agreement with FDEP to leverage its share of water quality sales tax funds to provide sewer service along Woodville Highway and replace aging septic tanks with advanced systems. The County's

investment in sewer and advanced septic systems are intended to reduce the level of nitrates in Wakulla Springs.

The City has yet to allocate its \$42.5 million share of the water quality sales tax funds. In January 2021, the City contracted with a private engineering team in the amount of \$400,000 to develop a master plan to evaluate the primary waterbodies in the basins for Lakes Lafayette, Jackson and Munson (as well as Wakulla Springs and Lake Talquin), identify water quality stressors, and identify Best Management Practices (BMPs) to mitigate sources of surface water pollution. The BMPs will include both non-structural and structural practices. Upon completion, the Tallahassee Master Plan – Surface Water (TMaPS) will provide a technical basis and guide for the expenditure of the City's share of the Blueprint 2020 water quality funds.

City staff intends to engage community stakeholders including the City Utility Citizens Advisory Committee, the County Water Resources Committee and the County Science Advisory Committee during the development of the surface water TMaPS. The TMaPS will address most of the urban basins in the City and the majority of the developed land area within the City. The main area not addressed in the TMaPS is the Southwood Development of Regional Impact which is managed by the Capital Region Community Development District. The City's master plan project commenced in January 2021 and is anticipated to be complete in Spring 2023.

#### <u>Analysis:</u>

The analysis evaluates the development of a regional watershed management plan in contrast to the updating of the County's water basin plans. The analysis also takes into consideration the constraints for proceeding with any studies which seek to address water quality and quantity at this time due to the passage of the 2020 Clean Waterways Act by the Florida Legislature. The County has been anticipating and actively monitoring the development of new statewide stormwater standards which would establish a new baseline for stormwater management within the next 18 to 24 months. Once the State finalizes and adopts the new standards, staff will be recommending updates to the County water basin plans to continue protecting our water resources.

The difference between a watershed and a basin is its scale. A watershed is defined by a number of smaller basins that contribute surface flow to tributary waterbodies of a river watershed. Leon County relies on water basin plans for improving water quality and minimizing flooding. Water basin plans focus on the needs within the County to guide the implementation of environmental standards and inform the capital improvement program stormwater planning and retrofits, lake restoration projects, and septic tank abatement programs.

Leon County has two primary watersheds; the Ochlockonee River and the St. Marks River watersheds. The Ochlockonee and St. Marks watersheds encompass a total of six Florida counties in the region plus several counties in Georgia. For this analysis, staff examined the characteristics of regional watershed management plans and the multi-jurisdictional partnerships that facilitated said plans to identify opportunities for our region.

Watershed plans are tools for both restoring waters that are impaired and protecting waters that are threatened. They can be initiated for various reasons from wanting to fully understand

environmentally sensitive areas to better coordinate future land-use planning to prioritizing capital improvements needed to comply with new federal or state water quality regulations. The U.S. Department of Environmental Protections (EPA) publishes a comprehensive handbook for organizations seeking to develop watershed plans. The EPA handbook emphasizes the importance of building partnerships and identifying stakeholders to combine resources, identify shared concerns and goals, and coordinate ongoing projects and activities related to the watershed. With regard to regional watersheds, the EPA handbook offers the following guidance:

Coordinating watershed planning and management in multiple political jurisdictions can be difficult but encouraging stakeholders to focus on the water resource under study and opportunities to cooperate can help to address water quality impairments or threats. Engaging the technical and field staff of federal, state, tribal, county, and local agencies in gathering data and identifying the full range of management options can help to create a collaborative, coordinated approach that can be built upon and further refined by elected officials, managers, and citizens.

Regional watershed plans tend to serve urban jurisdictions in an advisory capacity to state water management districts. The formation of these plans is often preceded by the creation of a special purpose unit of local government (special districts) authorized by the state or multi-jurisdictional interlocal agreements. For example, the Capitol Region Watershed District was created in 1998 to manage and protect parts of the Mississippi River Basin in the greater St. Paul/Minneapolis, MN area. The Santa Ana Watershed Project Authority was created in 1968 as a joint power authority under California law, composed of five water utilities, to develop and maintain regional plans, programs, and projects to protect the Santa Ana River basin water resources. In Florida, staff identified two regional watershed plans that were created and are actively shepherded by multi-county special districts. Like the examples in Minnesota and California, the Florida multi-county watershed special districts represent densely populated areas compared to the Big Bend Region.

#### Florida Watershed Plans

The special districts and associated regional watershed plans were formulated following the creation of a federal program and designation which provides annual funding and technical assistance through the U.S. Environmental Protection Agency (EPA). Established by Congress in 1987 to support restoration and protection efforts, the National Estuary Program designated the Tampa and Sarasota estuaries among the 28 estuaries of national significance. Both the Tampa Bay and Sarasota Bay Estuary Programs re-grant federal funding to support projects that protect area waterbodies. The National Estuary Program is administered by the EPA under the federal Clean Water Act and is required to develop a science-based plan using community input to protect and enhance the natural resources of the estuary and surrounding watershed.

The Tampa Bay Estuary Program (TBEP) began in 1991 and was later established as an independent special district under Section 163.01(7), Florida Statutes. A formal Interlocal Agreement was signed in 1998, and is updated every five years, establishing the structure of the Policy Board and the Management Board and delineating the responsibilities of each party to participate in the achievement of the Program's goals. Participating jurisdictions include Hillsborough, Manatee, Pasco, and Pinellas Counties along with the Cities of Tampa, St.

Petersburg, and Clearwater. FDEP and the local water management district are also participating members with representation on the Policy Board. The TBEP receives funding from donations, grants, annual dues from funding entities and the sale of the Tampa Bay Estuary license plate which was authorized in 1999 by the Florida Legislature.

The Sarasota Bay Estuary Program (SBEP) was similarly established in 2004 by Interlocal Agreement as an independent special district. Participating jurisdictions include Sarasota and Manatee Counties and well as the Cities of Sarasota, Bradenton, and the Town of Longboat Key. FDEP and the local water management district are also participating members with representation on the Policy Board. The SBEP receives funding from donations, grants, and annual dues from funding entities.

In addition to providing grants for projects that protect the estuary, TBEP and SBEP actively engage the public to enhance water quality by encouraging eco-friendly habits including proper septic tank maintenance, picking up pet waste, and reducing fertilizer consumption and/or following local fertilizer ordinances. Direct services such as regular water quality sampling are performed by the respective local governments.

The Istokpoga Marsh Watershed Improvement District (IMWID) is a dependent special district in Highlands County named after its largest lake. Established by County Ordinance in 1980, the IMWID was created to finance flood control, erosion, and reclamation irrigation projects throughout this farming community. Lake Istokpoga receives water from the Kissimmee River which then flows south to Lake Okeechobee. Unlike TBEP and SBEP, the IMWID is a Municipal Services and Taxing District which levies non-ad valorem assessments and has the authority to issue bonds. The governing body of the dependent special district is the Highlands County Commission.

Regional watershed planning has not been considered for the St. Marks River or the Ochlockonee River due to their designation as Outstanding Florida Waters, requiring special protection under state standards. In addition, a regional watershed plan would not provide a benefit for most of the County's waterbodies as they do not receive flow from adjacent counties. The rivers are the primary areas that receive flow from other jurisdictions. The balance of the County basins discharge to sinking streams and swallets which do not connect to the rivers. For example, Lake Jackson is considered within the Ochlockonee River watershed but does not discharge surface water to the river. Lake Lafayette only discharges to the St. Marks River under extreme flow conditions. Consequently, most of Leon County developed land does not interact with flows from other counties.

Watershed planning at this scale is more appropriate where the surface water flow interaction is frequent enough to impact water body health. The basins in Leon County are largely independent and are best analyzed on the smaller scale allowing for a more detailed examination of the infrastructure needed to address issues such as local road flooding or poor lake quality. For example, the FDEP is evaluating the Ochlockonee River for impacts to Lake Talquin in the development of the Total Maximum Daily Load (TMDL), which will establish the maximum amount of nutrients the lake can absorb and still meet the water quality standards that protect human health and aquatic life. The TMDL process is a form of watershed planning with the

particular goal of surface water restoration. However, the majority of the County flows are limited in geographic scale and are more effectively evaluated at a local scale.

As previously mentioned, regional watershed plans tend to be sought by urban communities with shared goals and resources. Of the six Florida counties in the Ochlockonee and St. Marks watersheds, all but Leon County are considered fiscally constrained and rural with countywide populations ranging from 9,000 (Liberty) to 46,000 (Gadsden). None of these rural counties have ever conducted a comprehensive study to address water quality and water quantity issues on a broad scale. The rural character and limited development in the neighboring counties do not support the development of a regional watershed management plan that would be effective in protecting, restoring, or enhancing water quality.

### Potable Water and Sanitary Sewer Master Plans:

One citizen suggestion during the Board's December 8, 2020 meeting was the inclusion of sanitary sewer planning into the Watershed Management Plan. However, the 2005 Water and Sewer Agreement between Leon County and the City of Tallahassee granted an exclusive franchise to the City to provide water and sewer services to those parts of the County which were not already being served by other water and sewer providers. The Agreement recognized that there may be areas which could not be served "reasonably, efficiently and economically" by the City and allowed that the City's franchise in that instance could be revoked to allow for another provider to meet the needs of those areas. The Agreement requires the City to develop a long-range master plan for the provision of water and sewer service within the franchise area, and that the plan be updated and submitted for County approval every five years.

The water and sewer master plan updates were last approved by the Board in 2016. The 2040 updates are provided for Board review and approval under a separate item for the October 12<sup>th</sup> Board meeting.

### Updating Basin Management Plans

This section of the analysis evaluates updating the existing water basin plans specifically within Leon County. Updating the water basin plans can enhance the documentation of areas known to be at risk as well as identify areas prone to flooding which have not been recognized previously. The basin plan updates would also address water quality issues which have been identified or mitigated since the initial plans were developed. This would allow for project prioritization based on current conditions including development within the basins. However, staff is not recommending an update to the basin plans at this time due to the state's ongoing rule development process to adopt new stormwater standards.

The original basin management plans for Leon County addressed both surface water quality and flooding concerns throughout the County. Models of the surface water flow conditions were created using best available data at the time including topographic information for stream contributing areas, rainfall and stream flow response records, and water quality conditions for the receiving surface waters. When the plan for the urban basins was created by the District, several years of rainfall and stream flow data collection were required before the watershed models could be designed and calibrated. The topographic information available in the 1980's when the first plans were developed was obtained from large-scale paper maps generated by the U.S. Geological

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Survey. Long-term water quality sampling had been performed on a few of the larger lakes such as Lake Munson and Lake Jackson, but limited data was available regarding the condition of the tributary streams and rivers.

Updating the basin management plans would be more extensive than the project-level floodplain updates which are generated following capital project completion such as in Killearn Acres or Timber Lake subdivisions. Significant advances have occurred since the basin models were created. Modeling technology itself has improved since the plans were developed. More details can be evaluated in the runoff contributing areas with enhanced accuracy utilizing the new hardware and modelling software currently available. As an example, current models input digital contour files directly to improve accuracy and expedite the modelling process.

The District's rainfall and stream elevation data collection efforts have continued since the 1980's, providing information on current conditions as development occurs throughout the watersheds. This extended data set is available to calibrate updated detailed models.

Surface water sampling has been broadened to the tributary streams entering our major lakes. The Board authorized the expansion of the Lakes Sampling Program in 2005 to incorporate the major streams such as Munson Slough upstream and downstream of Lake Munson, the Ochlockonee River, and the St. Marks River. The long-term water quality trends of our surface waters have been evaluated since that time by County staff as part of the Water Quality Annual Report. The County's focus groups (Water Resources Committee and Science Advisory Committee) receive briefings from staff annually following Board acceptance of the annual reports. FDEP reviews the data as part of its five-year evaluation cycle to identify impaired waters.

In addition, the digital topographic information now available surpasses the detail of the U.S. Geological Survey maps. The increased contour density allows for better refined flow path delineations, improving the accuracy of the model prediction for runoff response. The Tallahassee-Leon County Geographic Information System (TLCGIS) most recently delineated the 36 basins in Leon County as well as smaller contributing areas which are used to analyze flow conditions for streams, ditches and pipes. This improved information enhances the accuracy of the modeling used to identify flooding and water quality impacts from existing development. Topographic information also includes delineated impervious area that improves the estimated runoff from the contributing area and the associated pollutant loadings from developed lands versus natural areas. An additional benefit is the GIS data available from the District for adjacent counties that contribute flow through the river watersheds into Leon County.

The 2020 Florida Legislature's passage of the Clean Water Act directed FDEP and the water management districts to update stormwater design and operation regulations using the latest scientific information. These new standards would establish a baseline for stormwater management within the next 18 to 24 months that could influence or possibly negate the recommendations derived from a watershed management plan or an updated basin plan. While updates to the basin plans are warranted to address the growth and development in our community since the plans were last completed, staff does not recommend pursuing updates to the basin plans until FDEP formally adopts new statewide stormwater standards as directed by the Legislature.

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This recommendation seeks to avoid the County investing time and financial resources into a study that quickly becomes outdated due to state regulatory changes. The adoption of higher stormwater standards may necessitate future capital improvements to be designed and constructed to meet the new standards. Once FDEP finalizes and adopts the new standards, staff will bring back an analysis for updating the County's water basin plans.

### District SWIM Plans

The District SWIM plans address the large-scale river watersheds that receive water from Leon County, describing the characteristics of the watersheds and identifying recommendations for the resource management of the surface and ground waters throughout the watersheds. The SWIM plans are water quality-focused rather than comprehensive water quality and quantity plans such as the local basin plans. The District sought input from each of the adjacent affected cities and counties as well as other stakeholders such as state and federal resource agencies and citizen advocacy groups. The general recommendations provided in the original SWIM plans are big-picture and focus more on water quality data than volume.

Consistent with the basin updates, staff recommends deferring action on procuring engineering consultants for water studies until the new baseline stormwater standards are adopted by FDEP.

### Summary:

Leon County's water resources are considered healthy systems by state standards as are protected by Countywide minimum environmental standards which exceed the established state requirements. The County relies on water basin plans for improving water quality and minimizing flooding. Water basin plans focus on the needs within the County to guide the implementation of environmental standards and inform the capital improvement program stormwater planning and retrofits, lake restoration projects, and septic tank abatement programs.

The analysis does not support a comprehensive watershed management plan with other counties given that the County's surface water flow interaction is not frequent or of a sufficient quantity to impact regional water body health. Watershed planning at this scale is more appropriate where the surface water flow interaction is frequent enough to impact regional water body health. However, most of the surface water from developed land in Leon County does not interact with flows from other counties. Further, regional watershed planning requires shared goals, technical and financial resources, and dedicated revenues for water quality and flood mitigation projects. The rural character and limited development in the neighboring counties do not support the development of a regional watershed management plan that would be effective in protecting, restoring, or enhancing water quality.

At the appropriate time, staff will be recommending updates to the County water basin plans to address the growth and development in our community since the plans were last completed. Updates to the basin plans should be deferred until FDEP formally adopts new statewide stormwater standards as directed by the Legislature in the Clean Waterways Act. These new standards would establish a baseline for stormwater management within the next 18 to 24 months that could influence or possibly negate the recommendations derived from a watershed management plan or an updated basin plan. This recommendation seeks to avoid the County

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investing time and financial resources into a study that quickly becomes outdated due to state regulatory changes.

Staff will continue to utilize the expertise available through the County's citizen advisory committees such as the Water Resources Committee and the Science Advisory Committees to monitor water quality and identify technology solutions to protect our water resources. These committees will continue to provide recommendations for structural and non-structural improvements to protect the County's water basins and will provide feedback to staff as FDEP proceeds with the development of statewide stormwater standards. Once FDEP finalizes and adopts the new standards, staff will bring back an analysis for updating the County's water basin plans.

### **Options:**

- 1. Accept the staff analysis on the evaluation of developing a comprehensive watershed management plan and take no further action at this time.
- 2. Do not accept the staff analysis on the evaluation of developing a comprehensive watershed management plan
- 3. Board direction.

### **Recommendation:**

Option #1

### Attachment:

1. July 13, 2021 agenda item - Status Report on Maintenance Schedules, Testing, and Metrics for Commercial and Residential Stormwater Ponds in Other Jurisdictions

### Blueprint Intergovernmental Agency Board of Directors Agenda Item #8

**September 17, 2020** 

Title:	Acceptance of the Status Report on Local Stormwater Facilities
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 Susan Tanski, Senior Project Manager, Blueprint

### STATEMENT OF ISSUE:

At the December 12<sup>th</sup>, 2019 IA Board meeting, Blueprint staff was directed to prepare a report that provides information on the potential health hazards of stormwater facilities. This item was included in the July 7<sup>th</sup> IA Board meeting agenda, however the IA Board directed staff to postpone the item to this, September 17 agenda. This agenda item presents comprehensive information on stormwater facilities operated and maintained by the City of Tallahassee and Leon County, including those constructed by Blueprint, and requests acceptance of the Status Report on Local Stormwater Facilities (Attachment 1). In coordination with Blueprint and Leon County, the City of Tallahassee Division of Stormwater Management prepared the requested report on stormwater facilities, as presented in a PowerPoint format. The report also provides information on the function of these systems in accordance with state regulations; a comparison of water quality standards for recreational waterbodies vs. stormwater facilities; and a review of existing and emerging innovative treatment systems. Note, while this agenda is placed on "Consent", for acceptance by the IA Board, it will be presented by staff during "Informational Items/Presentations".

### **FISCAL IMPACT**

This item has no fiscal impact.

### **RECOMMENDED ACTION:**

Option 1: Accept the Status Report on Local Stormwater Facilities.

### SUPPLEMENTAL INFORMATION:

To prepare this agenda item, Blueprint staff coordinated with stormwater program managers, technical experts, and related staff from the City of Tallahassee and Leon County. On December 19, 2019, Blueprint staff met with City and County stormwater technical experts to develop an approach for assembling the requested information and analysis. A follow-up meeting was held on February 14, 2020 to refine the draft report. In coordination with Blueprint and Leon County, the City of Tallahassee Division of Stormwater Management prepared the requested report on stormwater facilities, as presented in a PowerPoint format as Attachment 1.

### **REPORT ON THE STATUS OF LOCAL STORMWATER FACILITIES**

There are 729 stormwater management facilities operated and maintained by local government in Leon County. The City of Tallahassee operates and maintains 428 and Leon County Government 301 facilities. The status report provides information on the function of these facilities in accordance with state regulations, the potential health hazards of stormwater facilities, water quality standards for recreational waterbodies vs. stormwater, and a review of existing and emerging innovative treatment systems. The report explains that water quality criteria does not apply to stormwater facilities pursuant to Rule 62-302.530, Florida Administrative Code (F.A.C.).

### Function of Stormwater Facilities and Potential Hazards and Health Risks

Stormwater facilities are inherently different from recreational waters. Stormwater facilities are designed to capture and treat runoff from the community prior to entering our recreational water resources. As such, stormwater facilities collect pollutants (such as oils, greases, pesticides, herbicides and fertilizers) from the community, and often exhibit poor water quality conditions due to these captured pollutants. Health and safety hazards may exist both in and around stormwater facilities and some care must be taken by the general public when visiting these visual amenities. Generally speaking, wildlife, including venomous snakes, spiders, alligators and at times aggressive waterfowl are of greatest concern. At other times, concerns related to water quality and algal blooms may be of concern depending on the status of the water quality at that time; however, the associated health risk is limited to external contact with skin and ingestion.

Surface Water Quality Criteria (Rule 62-302.530, F.A.C.) does not apply to stormwater facilities because one of the primary functions is to collect pollutants as noted above. All stormwater facilities built by Blueprint are stormwater management facilities first; therefore, water quality criteria does not apply per Florida Administrative Code. The operation and maintenance of municipal stormwater facilities is regulated through the City and County's respective National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits.

The community has raised concerns regarding water quality within stormwater facilities. The focus of the concern(s) appears to be primarily related to algae and cyanobacteria at stormwater facilities near trails and parks, with the greatest concern being people and pets coming into contact with or ingesting water in the facilities that, at times, may contain algae, including cyanobacteria. No water quality criterion exists for cyanobacteria in either stormwater facilities or recreational, Class III waters. Furthermore, surface water criteria does not apply to stormwater. However, the Florida Department of Environmental Protection (DEP) and the Department of Health (DOH) provide helpful information related to Bluegreen Algae (BGA) on their websites:

### https://floridadep.gov/AlgalBloom

### http://www.floridahealth.gov/environmental-health/aquatic-toxins/harmful-algaeblooms/index.html

Attachment 2 includes the frequently asked questions from DOH.

Currently, wind meters (or anemometers) are used in some stormwater facilities to turn off decorative fountains when the wind speed reaches a level that causes the water spray to reach land areas around the facility. An example in our community where this engineering control is currently used is at Lake Ella. The wind meter is used here because Lake Ella is a stormwater facility. Other locations where a wind meter may be used is Tallahassee Junction where the use of such a device is currently being investigated by the City of Tallahassee. Efforts of Local Government

The City of Tallahassee, Leon County, and the Blueprint Intergovernmental Agency have focused on improving the quality of our surface water resources through capital improvement projects, innovative technologies, development regulations and public education.

### Capital Improvement Projects

Much of our community was developed prior to the Clean Water Act (1972) and modern stormwater standards. Therefore, the efforts of local government often focus on retrofit treatment so stormwater attenuation and treatment can occur. Significant investment in stormwater infrastructure and water quality, particularly in the Lake Munson drainage basin, has and continues to occur. The tremendous stormwater treatment and attenuation efforts are highlighted by Capital Cascades Trail, the Lake Henrietta Stormwater Facility, Carter-Howell Strong Pond and the Lake Elberta Stormwater Facility, Pedrick Pond, and Lake Henrietta.

### Innovative Technologies

Innovative technologies have been included in the local stormwater treatment infrastructure. Examples include rain barrels, rain gardens, bioswales, chemical treatments, floating islands, and a solar bees. The City, County and Blueprint will continue to explore new technology to reduce pollutants. Technology has to be vetted before implementing appropriate strategies to reduce pollutants being discharged into water resources. Such efforts are currently being furthered by Blueprint on Capital Cascades Trail Segment 3 Pond 3D-B, which is along FAMU Way between the Gamble Street roundabout and the Central Drainage Ditch. At this pond, a biosorption activated media (BAM) filter is designed to enhance further the nutrient removal capability of the pond.

### Current Regulations/Standards and Proposed Legislation

Local stormwater design standards for new development exceed the criteria set forth by the State of Florida through the Environmental Resource Permitting (ERP) Program. Stormwater regulations for new development are necessary to ensure that impacts to water quality are offset. The State of Florida implements such standards through the environmental resource permitting (ERP) program. However, in Leon County, the countywide minimum stormwater standards take precedent over and exceed the ERP standards. Further, additional and more stringent volume-based stormwater attenuation standards exist for closed basins, the Bradfordville Study Area, and the Lake Jackson drainage basin. These regulations are administered through the permitting process by the respective City Growth Management Department or the Leon County Department of Development Support and Environmental Management.

Regulations and standards are different for natural lakes and waterbodies than they are for stormwater facilities. Surface Water Quality Criteria (Rule 62-302.530, F.A.C.) does not apply to stormwater facilities. The facilities along the Cascade Trail are all stormwater management facilities and are regulated as such through respective NPDES MS4 permits. The MS4 (Municipal Separate Storm Sewer System) is yet another level of review that the City and County are held to as they must obtain these permits from DEP/EPA. One of the many requirements of this permit is that the City and the County achieve a reduction in discharge of pollutants to the maximum extent practical.

Both the City and the County provide water quality monitoring programs. Substantial information on our waterbodies is available to the public on both on the County's water resource website and the City website:

https://cms.leoncountyfl.gov/waterresource/Take-a-Deep-Dive-Water-Quality-Reports-and-More/Water-Quality-Reports

https://talgov.com/you/stormwater-lake-monitoring.aspx

Senate Bill 712, passed by the Florida Legislature in March, was signed into law by Governor Desantis on June 30, 2020. Named the "Clean Waterways Act", SB 712 requires DEP and the Water Management Districts update stormwater design criteria using the latest scientific information. The rulemaking effort is likely to begin soon and Low Impact Development (LID) BMPs are likely to be considered during rulemaking. The City, County, and Blueprint will be following these efforts closely as we strive to continue improving water quality. To protect the health, safety and welfare of our community, on September 9, 2020 the City passed Ordinance 20-0-26, which amends Chapter 21, Article XII, Division 1, Section 21-537, Code of General Ordinances of the City of Tallahassee Utilities, relating to the City's stormwater management system and providing a prohibition on recreational activities within waters of the stormwater management system.

### Public Education

The City and County both implement public education programs to provide information to the community regarding water quality and how the community can help. These two programs, Think About Personal Pollution (TAPP) and Your Source on Our Most Vital Resource focus on local water quality and pollution prevention. Furthermore, Blueprint used Cascade Park as an educational platform to inform park users of hydrologic cycle and to educate the public about safety around stormwater facilities. The safety signs advise the public that the water they see is for stormwater treatment and directs people and pets to stay out of it.

### **BLUEPRINT VISION FOR STORMWATER FACILITIES**

While the primary purpose of stormwater facilities is to reduce or mitigate flooding and to provide water quality treatment, the Blueprint program is based on a concept of holistic infrastructure planning. This concept is based in the idea of individual infrastructure projects being planned for the inclusion of other possible benefits to the community, and that each project has a multiuse purpose. For example, Cascades Park began as a stormwater project but includes multiple purposes such as active and passive recreation and history and culture. Blueprint Intergovernmental Agency founding documents, the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Interlocal Agreement", the Blueprint 2000 and Beyond "Bluebook", and the 1999 Economic and Environmental Consensus Committee's (EECC) "Blueprint 2000 and Beyond Report" set the vision for the design and construction of stormwater facilities built with Blueprint funds. The EECC Report describes this vision: They should be park-like stormwater projects that, if possible, retrofit urban areas built prior to the adoption of stormwater regulations. These facilities should be designed to serve future development as well as pre-code development, provide flood control if needed and, where possible, and connect greenways to create recreational corridors. All stormwater treatment systems should be attractively designed and integrated into recreational greenways. Stormwater treatment facilities should be multi-use, park-like, neighborhood amenities instead of, rectangular pits that are surrounded by chain-link fencing and fed by steep sided ditches.

Since 2000, Blueprint has constructed 24 stormwater facilities. Examples of park-like stormwater facilities that have been built by Blueprint include Martha Wellman Pond, Broadmoor Pond, Cascades Park, Lake Anita, and Coal Chute Pond. However, not all stormwater facilities constructed by Blueprint have been appropriate for incorporating park amenities. For example, stormwater facilities constructed with the Capital Circle Southeast project are set back from the road, behind landscaping and do not present opportunities to connect people to existing trails.

Projects with park amenities around a stormwater feature that are currently in design are Debbie Lightsey Nature Park, Cascade Trail Segment 3D, Orange Avenue-Meridian Placemaking, and Market District Placemaking. There are many more that will be designed in the next five years, for example the Lake Lafayette and St. Marks Regional Linear Park and Cascade Trail Segment 4. Both in and beyond our community, more often than not stormwater ponds are being planned to become community amenities where people gather with friends and family to picnic, enjoy wildlife, exercise and enjoy views of water.

### **Construction, Operation and Maintenance**

Blueprint is responsible for designing and constructing the facilities. Blueprint staff works closely with stormwater experts to design facilities that can efficiently and effectively be operated and maintained by the entity that is taking final maintenance responsible of the facility. Once the stormwater facilities are built, the land and the operations of the facility

are turned over to the jurisdiction responsible for it. This could be the City of Tallahassee, Leon County or the Florida Department of Transportation, depending on the location. Since 2000, Blueprint has constructed 5 facilities that went to Leon County for maintenance and operation, 4 to the City of Tallahassee, and 15 to FDOT. Note, typically along state roads, FDOT and Leon County or the City of Tallahassee have maintenance agreements whereby FDOT pays the local entity to maintain the facility on behalf of FDOT.

### SUMMARY AND NEXT STEPS

This Status Report on Local Stormwater Facilities provides a concise review of the purpose and function of stormwater treatment facilities, potential health hazards of stormwater facilities, overall water quality standards for recreational vs. stormwater water bodies, and a review of existing and emerging innovative treatment systems. This comprehensive report provides information that can be applied to stormwater facilities managed and/or constructed by the City of Tallahassee, Leon County, or Blueprint. Most Blueprint infrastructure projects require the construction of stormwater facilities to either treat currently untreated stormwater, reduce flooding, or capture and treat runoff from new roads or other impervious surfaces such as parking lots or wide multiuse trails. Consistent with the holistic vision for Blueprint projects, where appropriate, Blueprint stormwater facilities will be multi-use, park-like, neighborhood amenities. Acknowledging that park amenities around stormwater facilities invite people and their pets to get closer to the stormwater, Blueprint will continue to inform the public of the risks associated with coming in contact with stormwater through appropriate signage, the installation of engineering controls such as wind meters to shut down fountains on windy days, and continue to explore innovative technologies to reduce pollutants before entering our water bodies.

Action by TCC and CAC: This item was not presented to the TCC. The CAC was presented this item at its June 25, 2020 meeting and recommended to approve option 1 that the Blueprint Intergovernmental Agency Board of Directors accept the Status Report on Local Stormwater Facilities. The motion passed 11 -1.

### **OPTIONS:**

Option 1: Accept the Status Report on Local Stormwater Facilities.

Option 2: IA Board Direction.

### **RECOMMENDED ACTION:**

Option 1: Accept the Status Report on Local Stormwater Facilities.

### Attachments:

- 1. Report on Local Stormwater Facilities
- 2. Freshwater-Algal-Bloom-FAQS\_2019.Pdf

## State of Local Stormwater

City of Tallahassee – Leon County – Blueprint Mark Heidecker, Theresa Heiker & Johnny Richardson, & Susan Tanski

September 17, 2020





- Address concerns brought forth at the December 12<sup>th</sup> IA board meeting
  - Potential Health Hazards of Stormwater Facilities
  - Water Quality Standards Recreational vs. Stormwater
  - Technology



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## Stormwater Facilities – Purpose

- Primary Purpose
  - Reduce Flooding
  - Treat Stormwater Runoff
- Secondary Benefits
  - Gathering Locations
  - Visual Amenities
  - Benefits to Wildlife



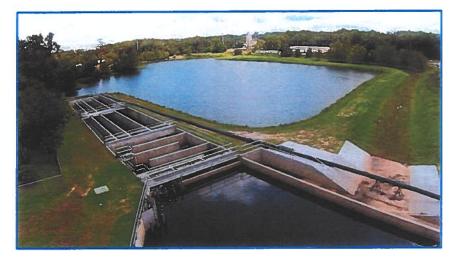




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## Stormwater Facilities – Type

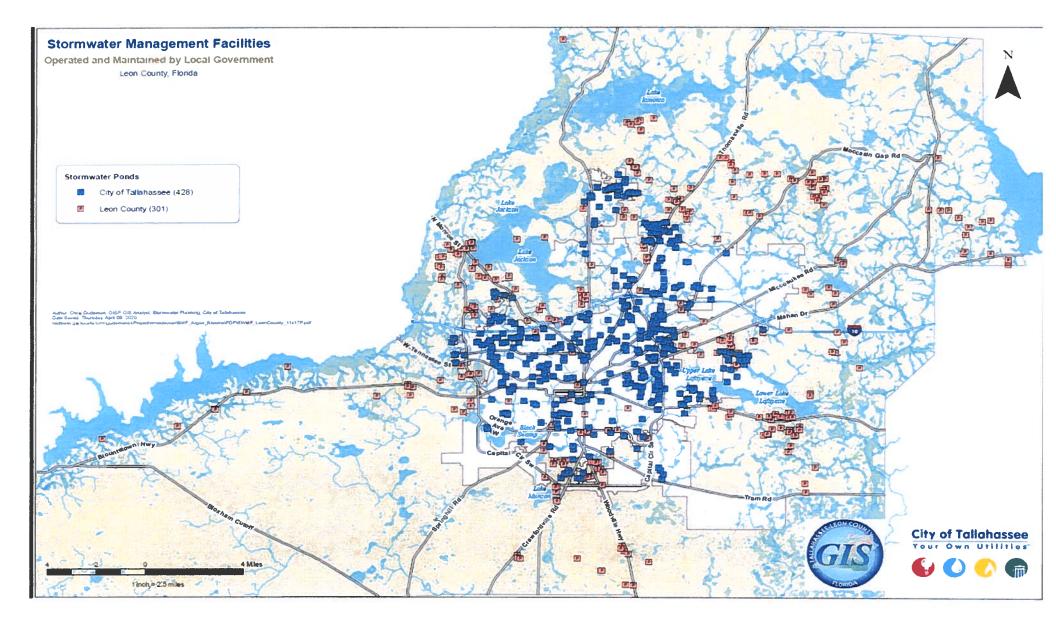
- Types of Stormwater Facilities
  - Rate Attenuation Ponds
  - Filter Ponds
  - Retention Ponds
  - Wet Detention Ponds
  - Chemical Treatment Ponds







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# Regulations & Standards

**Recreational Waters vs. Stormwater Facilities** 

- Recreational Class III Waters
  - Fish Consumption, Recreation, Propagation and Maintenance of a Healthy, Well-Balanced Population of Fish and Wildlife
  - Local Freshwater Lakes and Streams
  - Water Quality Criteria 62-302.530, F.A.C.
  - No cyanobacteria criteria exists
- Stormwater Facilities
  - Water Quality Criteria (62-302.530) does not apply to stormwater facilities
  - Operated and Maintained per the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit
    - City of Tallahassee
    - Leon County
    - Florida Department of Transportation
    - Universities (FAMU & FSU)





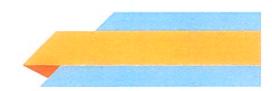
Local Stormwater Design Standards for New Development

- County-Wide minimum standards exceed the criteria set forth by the State of Florida through the Environmental Resource Permitting (ERP) Program
- Additional, more stringent stormwater standards, exist for:
  - Bradfordville Study Area
  - Closed basins
  - Lake Jackson Drainage Basin

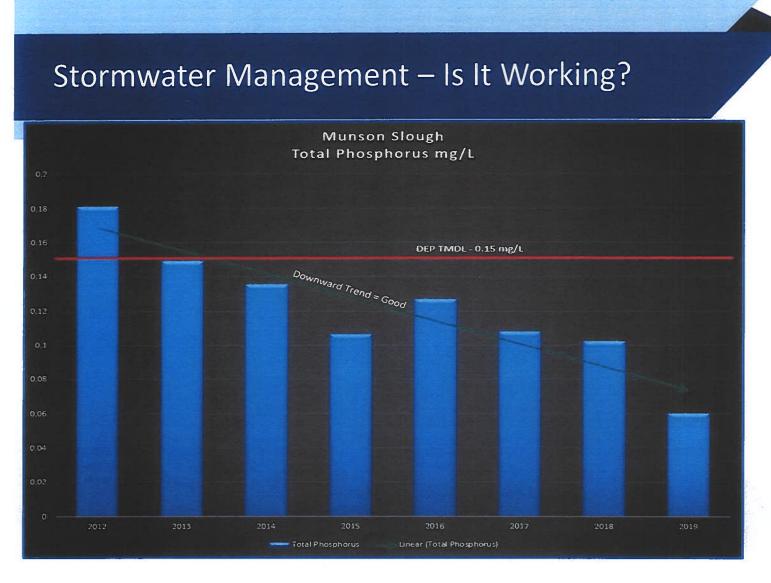


## Stormwater Management – Is It Working?

- What are we trying to protect or enhance through the management of stormwater?
- How do we measure this?
- Are we improving the quality of water discharged from our treatment system?



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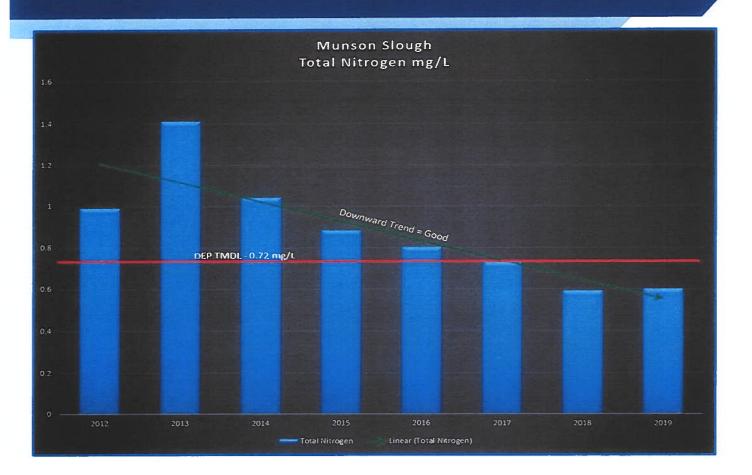


Data Source – Florida Department of Environmental Protection IWR Run 58



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## Stormwater Management – Is It Working?



Data Source – Florida Department of Environmental Protection IWR Run 58



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## Stormwater Facilities – Challenges

Typical Challenges of Stormwater Management Facilities

- Algae
- Trash
- Nuisance Vegetation
- Wildlife









## Stormwater Facilities – Challenges

### Cyanobacteria (Blue-Green Algae - BGA) Facts:

- Information provided by DEP <u>https://floridadep.gov/sites/default/files/freshwater-algal-bloom-faqs\_2019.pdf</u>
- Response to increased nutrients, warm temperature and reduced water flow
- BGA blooms are not predicable in occurrence nor duration
- BGA have the ability to produce toxins; however little is known in regard to trigger conditions
- Not all BGA blooms have harmful effects
- Florida Department of Health (DOH) takes the lead in determining if a harmful algal bloom presents a risk to human health
- DOH issues health advisories for <u>recreational waters</u> where there is a risk of the public coming into contact with an existing algal bloom it deems appropriate
- The public can report algal blooms as follows:
  - <u>https://floridadep.gov/algalbloom</u>
  - Toll-free 1-855-305-3903



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## Stormwater Facilities – Solutions

Mitigate Public Health Concerns Associated with ALGAE



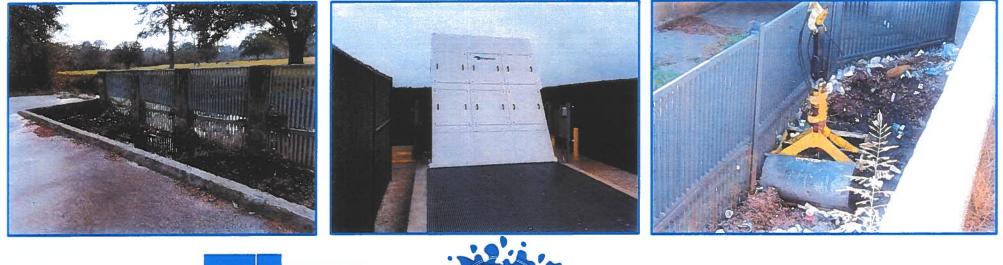




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## Stormwater Facilities – Solutions

### Management of TRASH Influx









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## Stormwater Facilities – Solutions

### Removal of NUISANCE VEGETATION





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## Stormwater – Innovative Technology

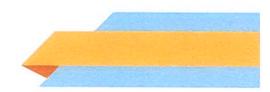
- What is Innovative Technology for Stormwater?
  - Doing something outside of traditional BMPs to Attenuate and/or Treat Stormwater Runoff
    - Low Impact Development (LID) or Green Infrastructure (GI)
    - Chemical Treatment Facilities
    - Biosorption Activated Media (BAM)
    - Floating Islands
    - Solar Bee
    - Algae Harvesting (Lake Munson)
    - Advanced Trash Traps



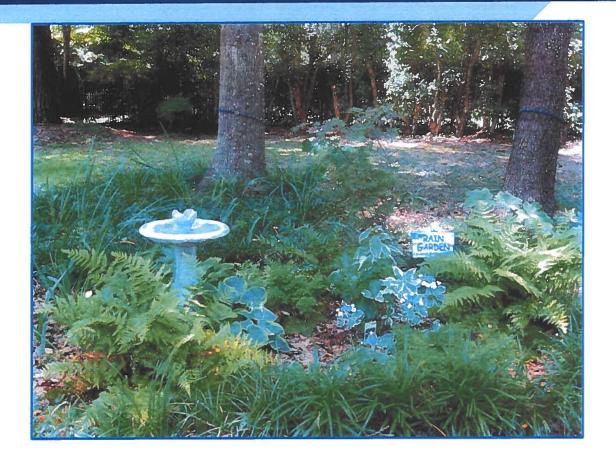
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## Stormwater – Innovative Technology (Examples)



# No Mow Zones

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## Stormwater – Innovative Technology (Examples)



## Advanced Treatment

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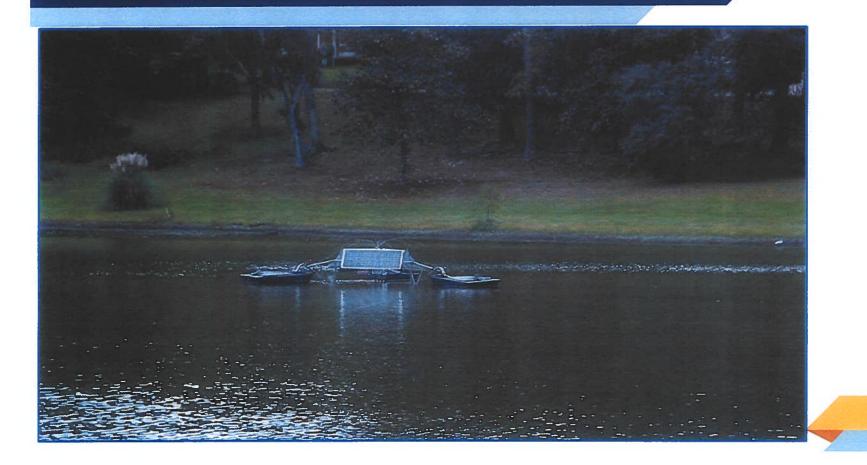
## Stormwater – Innovative Technology (Examples)



# Floating Islands



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## Stormwater – Innovative Technology (Examples)



## **Algae Harvesting**

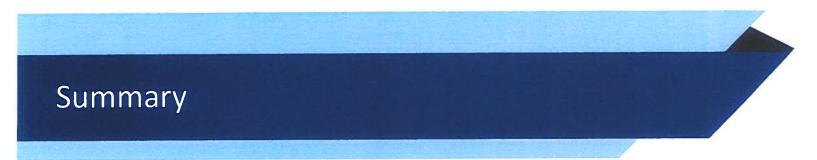
AECOM

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## Stormwater – Legislation

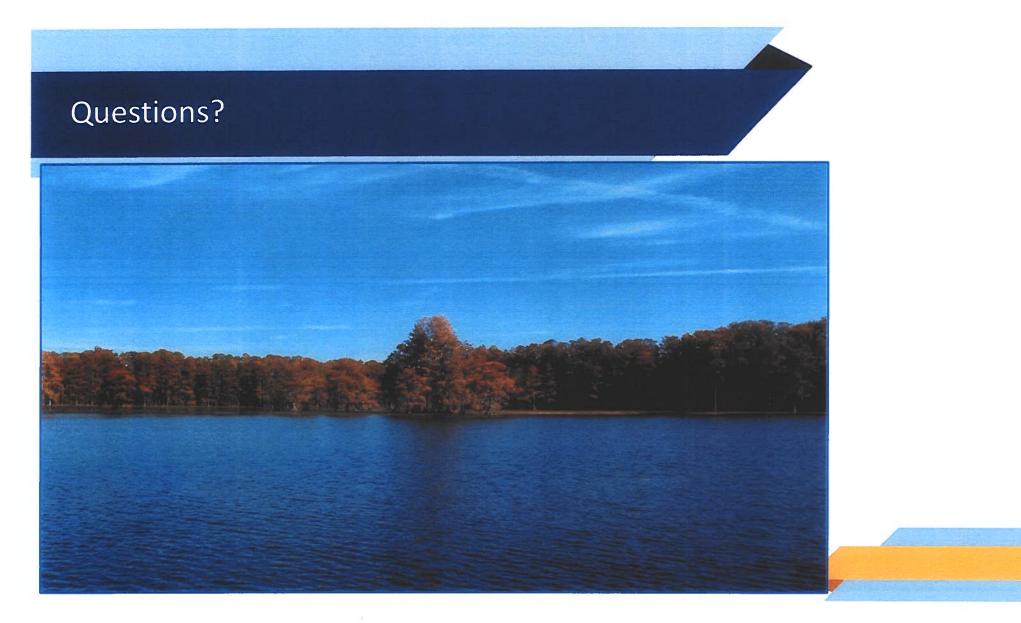
- Senate Bill 712
  - Comprehensive Water Quality Legislation "Clean Waterways Act"
  - Passed by the Florida Legislature
  - Signed into Law by Governor DeSantis on June 30<sup>th</sup>, 2020
  - Requires the Department of Environmental Protection (DEP) and the Water Management Districts (WMDs) to Update Stormwater Design and Operation Regulations Using Latest Scientific Information
    - Rulemaking Efforts Must Begin by January 1, 2021
    - Low Impact Design (LID) Best Management Practices (BMPs) Must be Considered During Rulemaking





- The primary purpose of stormwater management facilities is to provide flood protection and water quality treatment. Secondarily, many of these facilities have become integrated into our community park assets.
- Stormwater facilities are designed to receive stormwater runoff, which contains higher levels of pollutants.
- Water quality criteria do not apply to stormwater facilities. No cyanobacteria criteria exists for any surface water.
- Water quality data indicate improvements to the quality of water within Munson Slough. Such improvement can be attributed to the investment in stormwater within the Lake Munson Drainage Basin.
- The City and County have and continue to invest in innovative technology.







#### What are cyanobacteria/blue-green algae?

Blue-green algae are a group of organisms that can live in freshwater, salt-water or in mixed "brackish" water. Most of us know them as "pond scum." They also have been found to share some characteristics with bacteria, which has led to them being referred to as "cyanobacteria."

#### What is a cyanobacterial bloom and how do they form?

Cyanobacterial blooms occur when the algae that are normally present grow in numbers more than normal. Within a few days, a bloom can cause clear water to become cloudy. Winds tend to push some floating blooms to the shore where they are very noticeable. Cyanobacterial blooms can form in warm, slow-moving waters that are rich in nutrients. Blooms can occur at any time, but most often occur in late summer or early fall. They can occur in marine, estuarine and fresh waters, but blooms of greatest concern are those that occur in fresh water, such as drinking water reservoirs or recreational waters.

#### What do cyanobacterial blooms look like?

Some cyanobacterial blooms can look like foam, scum, or mats on the surface of fresh water lakes and ponds. The blooms can be blue, bright green, brown, or red and may look like paint floating on the water. Some blooms may not affect the appearance of the water. As algae in a cyanobacterial bloom die, the water may smell bad.

#### What are some tips for avoiding cyanobacteria/blue-green algae?

It is important that adults, children and pets avoid swimming in or drinking water containing blue-green algae. It is best not to come in to contact with water in areas where you see foam, scum, or mats of algae on the water.

#### What should I do if I come in contact with cyanobacteria/blue-green algae?

Blue-green algae toxins can affect the liver, nervous system and skin. Abdominal cramps, nausea, diarrhea. and vomiting may occur if untreated water is swallowed. Some people who are sensitive to the algae may develop a rash or respiratory irritation.

If you come into contact with an algae bloom, wash with soap and water right away. If you experience an illness, please contact your healthcare provider immediately.

#### What agency should I contact to report fish kills or illness associated with blue-green algae?

- Fish Kill Hotline (Florida Fish & Wildlife Conservation Commission) 1-800-636-0511
- Human Illness (Florida Poison Control Center) 1-800-222-1222

#### Can I eat fish harvested from areas near or in algae blooms?

No. Do not eat fish that are harvested from areas near or in blooms.

#### Is it ok to use algae water for showering or irrigation?

Untreated water from the bloom area should not be used for irrigation when people could come into contact with the spray. Do not use untreated water from the area with the bloom for showering or bathing,

#### Does blue-green algae cause ALS or Alzheimer's?

Beta-N-Methylamino-L-alanine (BMAA) is non-protein amino acid. Some researchers have reported that BMAA can be produced by most cyanobacteria (blue-green algae). However, some concerns have been raised regarding the specificity of the earlier analytical methods and whether BMAA was the only substance quantified.

Little evidence to show how the type of brain changes seen in people with ALS could be induced by BMAA. No animal model has demonstrated that BMAA exposure results in ALS-like neuropathy. Also, Proximity and spatial association to a water body with cyanobacteria does not prove causality. The BMAA hypothesis is still a hypothesis. No proven connection has been found between cyanobacteria and ALS.

BMAA is one of the many possible environmental triggers to neurological disease that is being investigated by researchers in Florida and elsewhere. There are millions of potential environmental exposures. BMAA is just one of those potential triggers.

There has been little evidence of BMAA being linked to neurodegenerative disease in the general public. BMAA has been reported to be associated with the neurological disease, amyotrophic lateral sclerosis-Parkinson dementia complex (ALS-PDC), in a local population in Guam. This relationship was first noted over 40 years ago. The source of exposure for this population was cycad plant seeds, used for making flour, and fruit bats that feed on cycad fruit; the amount of BMAA exposure was very high. This is an unusual and very limited population.

In laboratory tests on cells and in animals, BMAA has been shown to be a potent neurotoxin, especially when given through injection or other non-food exposures. There is a lack of toxicological information based on standard tests using the oral route of exposure upon which to base a health-based value for use in a risk assessment.

There are the studies of Canadian and U.S. ALS patients that had higher BMAA concentrations in their brain tissue than Huntington disease patients or non-neurologically affected patient. However, this finding may be coincidental. Various chemicals exist in our bodies as part of living in an industrialized society but are at levels that do not necessarily affect our overall health.

Recent research has identified levels of BMAA, on par with levels observed in Guam fruit bats, in shrimp, crabs, bottom fish, and shark fins from South Florida marine ecosystems; however there are no known cases of human neurological diseases related to ingesting animals from these waters.

## Leon County Board of County Commissioners Agenda Item #13

**December 8, 2020** 

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Review of Leon County Stormwater Management Facilities

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Ben Pingree, Director of P.L.A.C.E. 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:**

As requested at the Board's September 15th meeting, this item provides a status report on Leon County maintained stormwater management facilities and maintenance program.

#### **Fiscal Impact:**

This item has no fiscal impact.

#### **Staff Recommendation:**

Option #1: Accept the Status Report on Leon County Stormwater Management Facilities.

Title: Review of Leon County Stormwater Management Facilities December 8, 2020 Page 2

#### **Report and Discussion**

#### **Background:**

This status report provides an update on stormwater management facilities, which advances the following FY2017-FY2021 Strategic Initiative:

• Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2018-5)

This particular Strategic Initiative aligns with the Board's Environmental Strategic Priorities:

- (EN1) Protect the quality and supply of our water and
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.

At the December 12, 2019 Blueprint Intergovernmental Agency (IA) Board meeting, Blueprint staff was directed to prepare a report on the potential health hazards of stormwater facilities. This information was provided to the IA Board on September 17, 2020 as part of a comprehensive agenda item on stormwater facilities operated and maintained by the City of Tallahassee and Leon County, including those constructed by Blueprint (Attachment #1).

At the September 15<sup>th</sup> meeting, the Board directed staff to prepare an agenda item discussing the Blueprint IA report including alternate and new technology and the current maintenance program. On October 14, 2020 local government (County, City and Blueprint) staff held a Zoom meeting with interested citizens to discuss innovative and alternative stormwater treatment technologies currently in use in the community, and opportunities to expand the use of new and innovative treatment technologies.

This item provides a comprehensive report on the County's holistic approach to innovative and alternative stormwater management through regulatory measures, capital improvements and maintenance programs. The report provides an overview of the County's stormwater regulations which describe the intent and function of stormwater management facilities, the capital improvement program relative to stormwater quality improvement, and the activities of the maintenance divisions which relate to stormwater runoff quality management for the protection of local water bodies to ensure that these resources can be enjoyed by future generations.

#### Analysis:

The status report provided by Blueprint staff on September 17<sup>th</sup> outlined the function of local stormwater management facilities in accordance with state regulations, the potential health hazards of stormwater facilities, water quality standards for recreational waterbodies versus stormwater facilities, and a review of existing and emerging innovative treatment systems. The report explained that water quality criteria does not apply to stormwater facilities pursuant to Rule 62-302.530, Florida Administrative Code (F.A.C.). The following report provides background information on Leon County's environment and efforts to manage stormwater runoff to ensure the protection of our local water bodies.

#### Watersheds:

Leon County is home to 25 watersheds (also known as drainage basins) that ultimately lead to large bodies of water including Wakulla Springs and the Ochlockonee and St. Marks Rivers. A drainage basin is the area of land that drains to a waterbody or directly to the Floridan aquifer which is a main source of our drinking water. In Leon County, this waterbody could be a lake, river, creek or sinkhole. Watersheds are formed by the natural ridges and depressions of the Earth's surface and can be very small or very large depending on the area. Stormwater standards vary by watershed based on the identified sensitivity of the water bodies affected by the proposed development.

#### Stormwater Standards:

Protection of Leon County's surface waters is of the utmost importance. Development can increase the pollutant loading to these waters if there are no appropriate stormwater controls. The stormwater, water quality and flood control protection requirements are found in both local and state regulations. The State regulations are implemented by the Northwest Florida Water Management District (NWFWMD) under a cooperative agreement with the Florida Department of Environmental Protections (FDEP). The Leon County Minimum Countywide Environmental Regulations are found in the Environmental Management Act (EMA). All new residential subdivisions and commercial construction must meet these water quality and flood control requirements.

Stormwater design and treatment standards are intended to manage water volumes to minimize flooding and to provide treatment by filtration and/or settling of sediments. Before explaining the different treatment standards, it is very important to understand the difference between "detention" and "retention" standards as follows:

- Detention standards hold the stormwater temporarily in the stormwater treatment facility and the facility recovers its volume by releasing the stormwater by either a control structure or a sand filter thereby allowing a discharge to downstream surface waters. Detention standards allow some of the soluble nitrogen and phosphorous particles to discharge through the sand filter to downstream surface waters.
- Retention standards hold the stormwater in the stormwater facility so that it is not released downstream. This standard recovers its volume by percolation in the facility bottom or sometimes by irrigating the stormwater in natural areas. Retention of stormwater is much more efficient in removing nitrogen and phosphorous because the pollutants do not leave the site.

Water quality treatment standards have developed over the years. The first standard was developed by the State of Florida in 1982. By law, all local government stormwater treatment standards are required at a minimum to meet State standards which is Chapter 62-330 Florida Administrative Code (F.A.C.). This is the minimum State stormwater facility design and water quality standard for both Leon County and the City of Tallahassee. The State standard allows local governments to set higher minimum levels of treatment such as those standards adopted for the Bradfordville Study Area and the Lake Jackson Basin. Chapter 62-330 F.A.C. requires new stormwater treatment facilities to retain or detain with filtration the first one-half inch of runoff. These facilities must recover their treatment volume within 72 hours. Recovery is an important part of Title: Review of Leon County Stormwater Management Facilities December 8, 2020 Page 4

the treatment facility and requires that the full treatment volume be available for the next storm event. Detention with filtration has been allowed by the State due to the difficulty of recovering this treatment volume by percolation in clay soils. The State has identified Outstanding Florida Waters (OFWs) that require an additional level of treatment equal to 50 percent above the one-half inch treatment standard resulting in three-quarters inch treatment. Rule 62-302.700(9), F.A.C., designates Lake Jackson, the St. Marks River, and the Ochlockonee River as OFWs, as well as that portion of Lake Hall within the boundary of Maclay Gardens State Park.

Leon County has adopted Minimum Countywide Environmental Regulations for stormwater treatment facility design and construction. There are four options for treatment found in Section 10-4.301(2) of the Leon County Code of Laws, but the preferred standard captures the first 1.125 inches (1 1/8") of runoff. This standard is more than twice the volume of the State standard; however, the standard allows recovery of the treatment volume by filtration.

The County has two specific standards within selected areas based upon the environmental sensitivity of the receiving waterbody, amount of urbanization, types of soils, community input and public acceptance, and other factors. At least one of these standards has been established as part of several legal settlement agreements resulting from property owners' lawsuits, regarding the Bradfordville Study Area (BSA). The standards within the BSA is the retention of four inches multiplied by the total impervious area on a site. The other specific standard is volume control for the Lake Jackson Basin which requires that the post-development runoff volume in excess of the pre-development runoff volume be retained in a retention pond for all storm events up to a 100-year, 24-hour duration storm. This volume control standard is also implemented for closed basins to ensure the proposed development does not increase the floodplain at the bottom of the closed basin.

Leon County's stormwater treatment standards exceed those of the State, which are referred to as the FDEP standards, and require either the first one-half inch of runoff over the area draining to the facility or the runoff from the first one inch of rainfall be treated. This volume can be retained and percolated onsite or treated through a sand filter and discharged offsite. Recovery of this volume must be within 72 hours. The following provides a summary of Leon County stormwater treatment standards:

- Outstanding Florida Waterways (OFW) Applies to Florida Department of Environmental Protection (FDEP) designated OFWs such as Lake Jackson and the St. Marks River. A standard of the first <sup>3</sup>/<sub>4</sub> inch of runoff over the area draining to the facility must be met. This volume can be retained and percolated onsite or treated through a sand filter and discharged offsite. Recovery of this volume must be within 72 hours.
- 2. Leon County has adopted Minimum Countywide Environmental Regulations for stormwater treatment facility design and construction. There are four options for treatment as follows:
  - a. Wet detention -1-1/2 inches over the area draining to the facility must be detained in a wet pool with wetland vegetation for nutrient uptake. The first half of this treatment volume can be discharged in 60 hours and the second half in 60 hours or more.

- b. Off-line retention  $-\frac{3}{4}$  of an inch over the area draining to the facility. This treatment volume is treated separately in one cell (off-line) of a two-cell system. The second cell handles the rate portion of the system. Recovery of the treatment volume must be within 72 hours.
- c. Under-drained filtration (filter facility) 1-1/8 inches over the area draining to the facility. This volume is treated through a sand filter before discharge. Recovery of the treatment volume must be within 36 hours.
- d. Swales (typically for roads) 80% of 2.6 inches over the area draining to the swale. Recovery within 72 hours.
- 3. Bradfordville Study Area (BSA) Applies to the area near the intersection of Thomasville and Bradfordville Roads. A volume of runoff calculated as four inches times the total impervious area on a site must be retained in a retention facility. Recovery of this treatment volume must be within 72 hours.
- 4. Closed Basin (Volume Control) Applies to the Lake Jackson Basin and closed basins. Closed basins are depressed areas of the Earth's surface for which there is no natural or normal outlet for runoff other than percolation, evaporation, transpiration, or discharge into a karst feature (sinkhole or underground drainage). Runoff volumes in excess of the predevelopment runoff volume shall be retained in a retention facility for all storm events up to a 100-year, 24-hour duration storm. One-half the required facility volume shall be recovered within seven days, and the full volume shall be recovered within 30 days.
- 5. Post Development Retention Applies to all sites discharging directly into a karst feature (sinkhole or underground drainage) or for sites with no adequate discharge point, drainage easement or downstream conveyance. The stormwater facility must be designed to retain the total volume resulting from a 100-year, 24-hour duration storm event.

In 2013, Leon County adopted Low Impact Development (LID) standards and incentives to guide developers toward innovative means to reduce stormwater runoff and more easily meet the County stormwater standards. The LID standards promote the use of bioswales, pervious pavement, green roofs and resource efficient landscapes. Passive practices are primarily utilized by developers, such as the bioswales and the use of pervious pavement for overflow parking.

#### Stormwater Improvement Projects:

The capital improvement projects for Flood Mitigation and Relief and Drainage Improvement are approved by the Board through the annual budget process based on the historical record, actual storm impacts, citizen input, and observation during stormwater system maintenance. The flood mitigation and flood relief projects create retention or detention volumes or improve efficiency of the conveyance systems to prevent or mitigate infrastructure, dwelling, and sometimes yard flooding. By increasing stormwater retention or detention capacities, the water quality can be improved through particle settlement. While the drainage systems are improved, the enhanced conveyance capacities can minimize flooding. The improved conveyance systems also stop or reduce erosion resulting in less sediment in the stormwater management facilities. Example projects are the construction of Lake Henrietta and the stabilization of Munson Slough between Lake Henrietta and Lake Munson; the Harbinwood Estates stormwater facilities construction and conveyance improvements; and the Fords Arm South conveyance improvements. Facilities constructed for drainage improvements provide water quality enhancement to the maximum extent practicable rather than being designed to comply with treatment standards for the large contributing areas draining to the ponds. Lake Henrietta, for example, can capture runoff for a one-year storm rather than the required 25-year storm period within the main pond. However, Lake Henrietta does include natural wetlands in the treatment system, providing for nutrient removal after the trash and sediment capture in the main pond.

Regional stormwater facilities are also constructed as part of joint-use projects associated with roadway improvements, such as the Broadmoor Park and the Martha Wellman Park built during the Blueprint Capital Circle NW widening project. These ponds provide full treatment for the associated roadway projects while providing additional retrofit treatment to maximum extent practicable for the areas outside of the roadway limits which contribute flow to the ponds.

#### Stormwater Management Innovative Strategies Used by Leon County:

Innovative and alternative treatment methods have been and continue to be evaluated for inclusion into Leon County stormwater facilities as part of their development. Staff are exposed to new technologies through literature review, conferences, developer proposals and discussions with other government agencies as a normal course of their work with Leon County. These new technologies can then be implemented when the opportunity arises.

As mentioned previously, natural wetlands were incorporated into the treatment system at Lake Henrietta to provide nutrient uptake in addition to the traditional wet detention pond constructed at the site in 2000. The pre-existing natural wetlands receive additional flow directed to them through culverts placed under the maintenance berm extending from Lake Henrietta south to Capital Circle. A shallow berm across Munson Slough keeps the wetlands hydrated during low flows while letting the larger storm flows continue to Lake Munson.

Another innovative measure is "Living Shorelines" such as the use of jute fabric and vegetation to stabilize the slopes of Munson Slough between Lake Henrietta and Lake Munson, using natural materials to reduce erosion while working to improve nutrient uptake along the flow-way. The bulk of the flow-way has remained stable over the 20 years since it was installed. Signage is posted along the Slough highlighting the "No Mow Zone" to encourage the growth of native species to stabilize the channel while educating our citizens to the need for natural buffers in the environment. This concept is also used at the Meridian Road Cross Drain Project where vegetation and fabric are used to stabilize the newly constructed flow-way at John Hancock Drive.

An innovative trash collection method is the "Snout" installed at the Bradfordville Dog Park Pond. The developer of the joint-use facility recognized the opportunity to install the screening device in the inflow structure for the pond to reduce trash and sediment discharging to the stormwater treatment facility from the commercial areas.

Other innovative measures installed by developers include a solar aeration system at the Hopkins Crossing stormwater facility on Commonwealth Boulevard. This system, known as a "Solar Bee", provided aeration by circulating water from the lower part of the deep pond up to the surface for exposure to the air. The system was vandalized shortly after installation and was not replaced since there was no demonstrated functional problem with the pond without the aeration. Title: Review of Leon County Stormwater Management Facilities December 8, 2020 Page 7

Leon County has also employed pervious asphalt extensively in the rural area to provide a surface stabilized roadway while providing treatment through the porous asphalt layer and minimizing the need for stormwater management facilities. The Stabilization Asphalt for Everyone (S.A.F.E.) Program was a useful means to stabilize County-maintained dirt roads and prevent significant amounts of sediment from leaving the roadways. The pervious asphalt minimized the additional runoff generated from the pavement and reduced the size of stormwater management facilities associated with the projects.

One trend in stormwater management has been the use of chemical addition to runoff in stormwater treatment facilities to reduce nutrients. An example of this is the City of Tallahassee facility at Weems Road where alum is injected into the runoff to reduce phosphorous entering Upper Lake Lafayette. However, this requires a specialized staff to support more resource-intensive innovative stormwater strategies such as chemical treatment stormwater facilities. The City of Tallahassee utilizes staff from the utilities departments to provide pump mechanics, electricians, and telemetry support for the alum injection facilities at Lake Ella, Weems Road and Boca Chuba Pond for example. These facilities require close monitoring to ensure the appropriate levels of chemical are added based on the flows through the ponds, to ensure that sufficient treatment is provided without causing harm to native wildlife or plants.

Another innovative method suggested by the interested citizens during the October Zoom meeting included the construction of "Algal Turf Scrubbers" (ATS). These are large facilities where nutrient-rich water is pumped into treatment areas where filamentous algae is grown and harvested to remove nutrients from the stream. However, Leon County stream levels respond very quickly to storm events, rising and falling as the storm passes. This does not allow for operation of a long-term treatment system such as the ATS.

The most recent innovative project involves an FDEP grant-funded project through the Northwest Florida Water Management District to treat water from Lake Munson for the removal of bluegreen algae. Leon County is providing land at the Gil Waters Preserve for the installation and operation of the equipment for a one-year pilot project to determine the feasibility of removing algae from the lake. The project is scheduled to begin in 2021.

#### Leon County Maintenance Program:

Leon County operates and maintains 301 stormwater management facilities. The majority of these facilities are associated with residential subdivisions constructed by developers and dedicated to the public as part of the subdivision platting process. The facilities were constructed to meet the development code requirement in effect at the time of the subdivision creation. The "No Mow Zones" are also in place at our wet detention treatment facilities to encourage the growth of the native plants in the waterfront buffers. Examples of these facilities are Lake Henrietta, Pedrick Pond, Martha Welllman Pond, and Broadmoor Pond. Leon County recognizes that many of these facilities have been integrated into the community for recreation such as bird watching or fishing. The Board directed staff in July 2020 to post signs at the wet detention facilities for "Catch and Release Only" to discourage consumption of fish caught in the stormwater ponds.

Additional innovative measures identified by the interested citizens during the October Zoom meeting include the use of nutrient-reducing Best Management Practices (BMPs) such as street-

sweeping and limited fertilizer application to improve water quality in our community. Streetsweeping is currently operated on 73 miles of County-maintained roadways. The street-sweeping is performed by the City of Tallahassee and is limited to curbed street sections within the City limits and the Leon County Transfer Station. Street-sweeping in unincorporated Leon County would be ineffective and cost prohibitive as most roadways do not have curbs or gutters, and utilize open swale drainage strategies.

Other maintenance activities by Leon County staff which affect water quality range from athletic field maintenance to roadway and drainage operations. For example, the County has a long-standing policy to minimize the use of fertilizer to the greatest extent practical. Fertilizer is used only for the establishment of new grass following construction or maintenance activities, or for maintenance of athletic turf to minimize nutrient loading from stormwater. Planted buffers are protected around wet detention ponds to provide nutrient uptake from these facilities, with signage to educate the public regarding the purpose of the "No Mow Zones."

On September 29, 2020 the Board received a status report on proposed changes to the County's Fertilizer Ordinance and regulations and directed staff to draft an update to the Ordinance to align it with the State of Florida's Model Ordinance (Attachment #2). The proposed changes are currently in the stakeholder review process which includes input from the Science Advisory Committee, the Water Resources Committee, and the Advisory Committee for Quality Growth. Staff anticipates bringing the proposed amendment to the Fertilizer Ordinance back to the Board by February 2021.

#### Summary:

Leon County emphasizes passive innovative best management practices for stormwater management. These practices include the use of wetlands for stormwater polishing, "Living Shorelines" for streambank stabilization, and pervious asphalt to stabilize roadways in the rural area. Maintenance practices include minimizing the use of fertilizer and protecting the planted buffer around wet detention ponds to reduce nutrients entering our natural waterbodies. The promotion of LID in new development will expand the number of innovative sites in the Leon County inventory.

#### **Options:**

- 1. Accept the Status Report on Leon County Stormwater Management Facilities.
- 2. Do not accept the Status Report on Leon County Stormwater Management Facilities.
- 3. Board direction.

#### **Recommendation:**

Option #1

#### Attachments:

- 1. Blueprint September 17, 2020 Agenda Item Status Report on Local Stormwater Facilities
- 2. September 29, 2020 Status Report on Leon County's Fertilizer Ordinance

#### Blueprint Intergovernmental Agency Board of Directors Agenda Item #8

**September 17, 2020** 

Title:	Acceptance of the Status Report on Local Stormwater Facilities
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 Susan Tanski, Senior Project Manager, Blueprint

## STATEMENT OF ISSUE:

At the December 12<sup>th</sup>, 2019 IA Board meeting, Blueprint staff was directed to prepare a report that provides information on the potential health hazards of stormwater facilities. This item was included in the July 7<sup>th</sup> IA Board meeting agenda, however the IA Board directed staff to postpone the item to this, September 17 agenda. This agenda item presents comprehensive information on stormwater facilities operated and maintained by the City of Tallahassee and Leon County, including those constructed by Blueprint, and requests acceptance of the Status Report on Local Stormwater Facilities (Attachment 1). In coordination with Blueprint and Leon County, the City of Tallahassee Division of Stormwater Management prepared the requested report on stormwater facilities, as presented in a PowerPoint format. The report also provides information on the function of these systems in accordance with state regulations; a comparison of water quality standards for recreational waterbodies vs. stormwater facilities; and a review of existing and emerging innovative treatment systems. Note, while this agenda is placed on "Consent", for acceptance by the IA Board, it will be presented by staff during "Informational Items/Presentations".

#### **FISCAL IMPACT**

This item has no fiscal impact.

#### **RECOMMENDED ACTION:**

Option 1: Accept the Status Report on Local Stormwater Facilities.

#### SUPPLEMENTAL INFORMATION:

To prepare this agenda item, Blueprint staff coordinated with stormwater program managers, technical experts, and related staff from the City of Tallahassee and Leon County. On December 19, 2019, Blueprint staff met with City and County stormwater technical experts to develop an approach for assembling the requested information and analysis. A follow-up meeting was held on February 14, 2020 to refine the draft report. In coordination with Blueprint and Leon County, the City of Tallahassee Division of Stormwater Management prepared the requested report on stormwater facilities, as presented in a PowerPoint format as Attachment 1.

#### **REPORT ON THE STATUS OF LOCAL STORMWATER FACILITIES**

There are 729 stormwater management facilities operated and maintained by local government in Leon County. The City of Tallahassee operates and maintains 428 and Leon County Government 301 facilities. The status report provides information on the function of these facilities in accordance with state regulations, the potential health hazards of stormwater facilities, water quality standards for recreational waterbodies vs. stormwater, and a review of existing and emerging innovative treatment systems. The report explains that water quality criteria does not apply to stormwater facilities pursuant to Rule 62-302.530, Florida Administrative Code (F.A.C.).

#### Function of Stormwater Facilities and Potential Hazards and Health Risks

Stormwater facilities are inherently different from recreational waters. Stormwater facilities are designed to capture and treat runoff from the community prior to entering our recreational water resources. As such, stormwater facilities collect pollutants (such as oils, greases, pesticides, herbicides and fertilizers) from the community, and often exhibit poor water quality conditions due to these captured pollutants. Health and safety hazards may exist both in and around stormwater facilities and some care must be taken by the general public when visiting these visual amenities. Generally speaking, wildlife, including venomous snakes, spiders, alligators and at times aggressive waterfowl are of greatest concern. At other times, concerns related to water quality and algal blooms may be of concern depending on the status of the water quality at that time; however, the associated health risk is limited to external contact with skin and ingestion.

Surface Water Quality Criteria (Rule 62-302.530, F.A.C.) does not apply to stormwater facilities because one of the primary functions is to collect pollutants as noted above. All stormwater facilities built by Blueprint are stormwater management facilities first; therefore, water quality criteria does not apply per Florida Administrative Code. The operation and maintenance of municipal stormwater facilities is regulated through the City and County's respective National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits.

The community has raised concerns regarding water quality within stormwater facilities. The focus of the concern(s) appears to be primarily related to algae and cyanobacteria at stormwater facilities near trails and parks, with the greatest concern being people and pets coming into contact with or ingesting water in the facilities that, at times, may contain algae, including cyanobacteria. No water quality criterion exists for cyanobacteria in either stormwater facilities or recreational, Class III waters. Furthermore, surface water criteria does not apply to stormwater. However, the Florida Department of Environmental Protection (DEP) and the Department of Health (DOH) provide helpful information related to Bluegreen Algae (BGA) on their websites:

#### https://floridadep.gov/AlgalBloom

#### http://www.floridahealth.gov/environmental-health/aquatic-toxins/harmful-algaeblooms/index.html

Attachment 2 includes the frequently asked questions from DOH.

Currently, wind meters (or anemometers) are used in some stormwater facilities to turn off decorative fountains when the wind speed reaches a level that causes the water spray to reach land areas around the facility. An example in our community where this engineering control is currently used is at Lake Ella. The wind meter is used here because Lake Ella is a stormwater facility. Other locations where a wind meter may be used is Tallahassee Junction where the use of such a device is currently being investigated by the City of Tallahassee. Efforts of Local Government

The City of Tallahassee, Leon County, and the Blueprint Intergovernmental Agency have focused on improving the quality of our surface water resources through capital improvement projects, innovative technologies, development regulations and public education.

#### Capital Improvement Projects

Much of our community was developed prior to the Clean Water Act (1972) and modern stormwater standards. Therefore, the efforts of local government often focus on retrofit treatment so stormwater attenuation and treatment can occur. Significant investment in stormwater infrastructure and water quality, particularly in the Lake Munson drainage basin, has and continues to occur. The tremendous stormwater treatment and attenuation efforts are highlighted by Capital Cascades Trail, the Lake Henrietta Stormwater Facility, Carter-Howell Strong Pond and the Lake Elberta Stormwater Facility, Pedrick Pond, and Lake Henrietta.

#### Innovative Technologies

Innovative technologies have been included in the local stormwater treatment infrastructure. Examples include rain barrels, rain gardens, bioswales, chemical treatments, floating islands, and a solar bees. The City, County and Blueprint will continue to explore new technology to reduce pollutants. Technology has to be vetted before implementing appropriate strategies to reduce pollutants being discharged into water resources. Such efforts are currently being furthered by Blueprint on Capital Cascades Trail Segment 3 Pond 3D-B, which is along FAMU Way between the Gamble Street roundabout and the Central Drainage Ditch. At this pond, a biosorption activated media (BAM) filter is designed to enhance further the nutrient removal capability of the pond.

#### Current Regulations/Standards and Proposed Legislation

Local stormwater design standards for new development exceed the criteria set forth by the State of Florida through the Environmental Resource Permitting (ERP) Program. Stormwater regulations for new development are necessary to ensure that impacts to water quality are offset. The State of Florida implements such standards through the environmental resource permitting (ERP) program. However, in Leon County, the countywide minimum stormwater standards take precedent over and exceed the ERP standards. Further, additional and more stringent volume-based stormwater attenuation standards exist for closed basins, the Bradfordville Study Area, and the Lake Jackson drainage basin. These regulations are administered through the permitting process by the respective City Growth Management Department or the Leon County Department of Development Support and Environmental Management.

Regulations and standards are different for natural lakes and waterbodies than they are for stormwater facilities. Surface Water Quality Criteria (Rule 62-302.530, F.A.C.) does not apply to stormwater facilities. The facilities along the Cascade Trail are all stormwater management facilities and are regulated as such through respective NPDES MS4 permits. The MS4 (Municipal Separate Storm Sewer System) is yet another level of review that the City and County are held to as they must obtain these permits from DEP/EPA. One of the many requirements of this permit is that the City and the County achieve a reduction in discharge of pollutants to the maximum extent practical.

Both the City and the County provide water quality monitoring programs. Substantial information on our waterbodies is available to the public on both on the County's water resource website and the City website:

https://cms.leoncountyfl.gov/waterresource/Take-a-Deep-Dive-Water-Quality-Reports-and-More/Water-Quality-Reports

https://talgov.com/you/stormwater-lake-monitoring.aspx

Senate Bill 712, passed by the Florida Legislature in March, was signed into law by Governor Desantis on June 30, 2020. Named the "Clean Waterways Act", SB 712 requires DEP and the Water Management Districts update stormwater design criteria using the latest scientific information. The rulemaking effort is likely to begin soon and Low Impact Development (LID) BMPs are likely to be considered during rulemaking. The City, County, and Blueprint will be following these efforts closely as we strive to continue improving water quality. To protect the health, safety and welfare of our community, on September 9, 2020 the City passed Ordinance 20-0-26, which amends Chapter 21, Article XII, Division 1, Section 21-537, Code of General Ordinances of the City of Tallahassee Utilities, relating to the City's stormwater management system and providing a prohibition on recreational activities within waters of the stormwater management system.

#### Public Education

The City and County both implement public education programs to provide information to the community regarding water quality and how the community can help. These two programs, Think About Personal Pollution (TAPP) and Your Source on Our Most Vital Resource focus on local water quality and pollution prevention. Furthermore, Blueprint used Cascade Park as an educational platform to inform park users of hydrologic cycle and to educate the public about safety around stormwater facilities. The safety signs advise the public that the water they see is for stormwater treatment and directs people and pets to stay out of it.

#### **BLUEPRINT VISION FOR STORMWATER FACILITIES**

While the primary purpose of stormwater facilities is to reduce or mitigate flooding and to provide water quality treatment, the Blueprint program is based on a concept of holistic infrastructure planning. This concept is based in the idea of individual infrastructure projects being planned for the inclusion of other possible benefits to the community, and that each project has a multiuse purpose. For example, Cascades Park began as a stormwater project but includes multiple purposes such as active and passive recreation and history and culture. Blueprint Intergovernmental Agency founding documents, the "Leon County-City of Tallahassee Blueprint Intergovernmental Agency Interlocal Agreement", the Blueprint 2000 and Beyond "Bluebook", and the 1999 Economic and Environmental Consensus Committee's (EECC) "Blueprint 2000 and Beyond Report" set the vision for the design and construction of stormwater facilities built with Blueprint funds. The EECC Report describes this vision: They should be park-like stormwater projects that, if possible, retrofit urban areas built prior to the adoption of stormwater regulations. These facilities should be designed to serve future development as well as pre-code development, provide flood control if needed and, where possible, and connect greenways to create recreational corridors. All stormwater treatment systems should be attractively designed and integrated into recreational greenways. Stormwater treatment facilities should be multi-use, park-like, neighborhood amenities instead of, rectangular pits that are surrounded by chain-link fencing and fed by steep sided ditches.

Since 2000, Blueprint has constructed 24 stormwater facilities. Examples of park-like stormwater facilities that have been built by Blueprint include Martha Wellman Pond, Broadmoor Pond, Cascades Park, Lake Anita, and Coal Chute Pond. However, not all stormwater facilities constructed by Blueprint have been appropriate for incorporating park amenities. For example, stormwater facilities constructed with the Capital Circle Southeast project are set back from the road, behind landscaping and do not present opportunities to connect people to existing trails.

Projects with park amenities around a stormwater feature that are currently in design are Debbie Lightsey Nature Park, Cascade Trail Segment 3D, Orange Avenue-Meridian Placemaking, and Market District Placemaking. There are many more that will be designed in the next five years, for example the Lake Lafayette and St. Marks Regional Linear Park and Cascade Trail Segment 4. Both in and beyond our community, more often than not stormwater ponds are being planned to become community amenities where people gather with friends and family to picnic, enjoy wildlife, exercise and enjoy views of water.

#### **Construction, Operation and Maintenance**

Blueprint is responsible for designing and constructing the facilities. Blueprint staff works closely with stormwater experts to design facilities that can efficiently and effectively be operated and maintained by the entity that is taking final maintenance responsible of the facility. Once the stormwater facilities are built, the land and the operations of the facility

are turned over to the jurisdiction responsible for it. This could be the City of Tallahassee, Leon County or the Florida Department of Transportation, depending on the location. Since 2000, Blueprint has constructed 5 facilities that went to Leon County for maintenance and operation, 4 to the City of Tallahassee, and 15 to FDOT. Note, typically along state roads, FDOT and Leon County or the City of Tallahassee have maintenance agreements whereby FDOT pays the local entity to maintain the facility on behalf of FDOT.

#### SUMMARY AND NEXT STEPS

This Status Report on Local Stormwater Facilities provides a concise review of the purpose and function of stormwater treatment facilities, potential health hazards of stormwater facilities, overall water quality standards for recreational vs. stormwater water bodies, and a review of existing and emerging innovative treatment systems. This comprehensive report provides information that can be applied to stormwater facilities managed and/or constructed by the City of Tallahassee, Leon County, or Blueprint. Most Blueprint infrastructure projects require the construction of stormwater facilities to either treat currently untreated stormwater, reduce flooding, or capture and treat runoff from new roads or other impervious surfaces such as parking lots or wide multiuse trails. Consistent with the holistic vision for Blueprint projects, where appropriate, Blueprint stormwater facilities will be multi-use, park-like, neighborhood amenities. Acknowledging that park amenities around stormwater facilities invite people and their pets to get closer to the stormwater, Blueprint will continue to inform the public of the risks associated with coming in contact with stormwater through appropriate signage, the installation of engineering controls such as wind meters to shut down fountains on windy days, and continue to explore innovative technologies to reduce pollutants before entering our water bodies.

Action by TCC and CAC: This item was not presented to the TCC. The CAC was presented this item at its June 25, 2020 meeting and recommended to approve option 1 that the Blueprint Intergovernmental Agency Board of Directors accept the Status Report on Local Stormwater Facilities. The motion passed 11 -1.

#### **OPTIONS:**

Option 1: Accept the Status Report on Local Stormwater Facilities.

Option 2: IA Board Direction.

#### **RECOMMENDED ACTION:**

Option 1: Accept the Status Report on Local Stormwater Facilities.

#### Attachments:

- 1. Report on Local Stormwater Facilities
- 2. Freshwater-Algal-Bloom-FAQS\_2019.Pdf

## State of Local Stormwater

City of Tallahassee – Leon County – Blueprint Mark Heidecker, Theresa Heiker & Johnny Richardson, & Susan Tanski

September 17, 2020

P Ostiette (Nd alemanyr 134), 2020



# Objective

- Address concerns brought forth at the December 12<sup>th</sup> IA board meeting
- Potential Health Hazards of Stormwater Facilities
- Water Quality Standards Recreational vs. Stormwater
- Technology



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## Stormwater Facilities – Purpose

- Primary Purpose
- Keduce Flooding
- Treat Stormwater Runoff



- Gathering Locations
- esitinemA leusiV •
- Benefits to Wildlife









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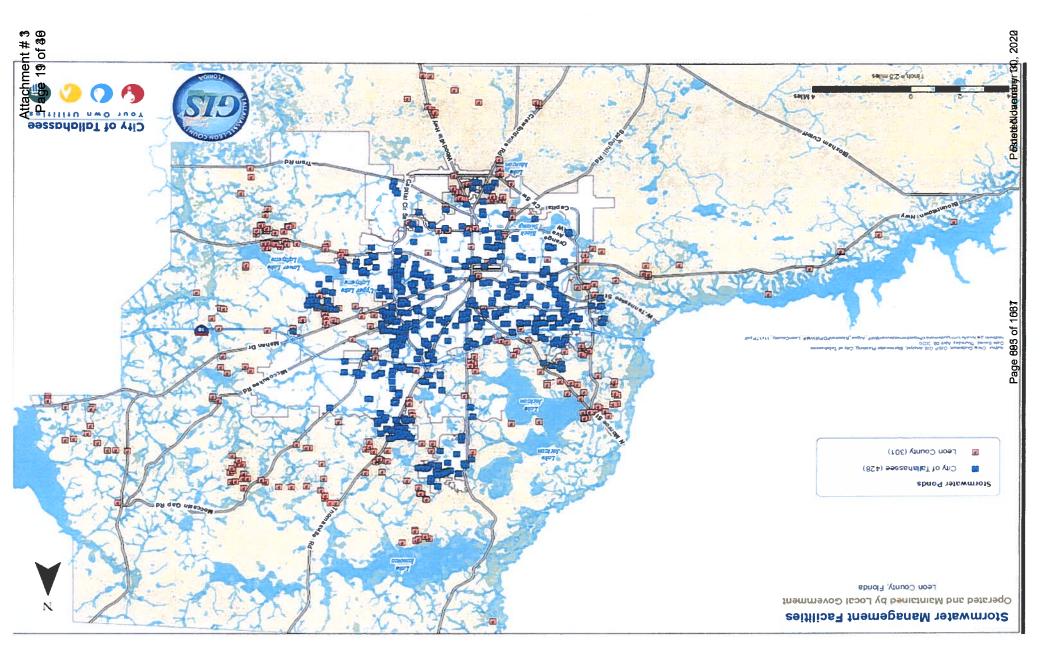
## Stormwater Facilities – Type

- Types of Stormwater Facilities
- Rate Attenuation Ponds
- Filter Ponds
- Retention Ponds
- Wet Detention Ponds
- Chemical Treatment Ponds









## Regulations & Standards

Recreational Waters vs. Stormwater Facilities

- Recreational Class III Waters
- Fish Consumption, Recreation, Propagation and Maintenance of a Healthy, Well-Balanced
- Local Freshwater Lakes and Streams
- Water Quality Criteria 62-302.530, F.A.C.
- No cyanobacteria criteria exists
- Stormwater Facilities
- Water Quality Criteria (62-302.530) does not apply to stormwater facilities
- Operated and Maintained per the National Pollutant Discharge Elimination System (NPDES)
   Operated and Maintained per System (MS4) Permit
- City of Tallahassee
- Γεου County
- Florida Department of Transportation
- Universities (FAMU & FSU)





Local Stormwater Design Standards for New Development

- County-Wide minimum standards exceed the criteria set forth by the State of Florida through
- the Environmental Resource Permitting (ERP) Program
- Additional, more stringent stormwater standards, exist for:
- Bradfordville Study Area
- enised basol
- Lake Jackson Drainage Basin

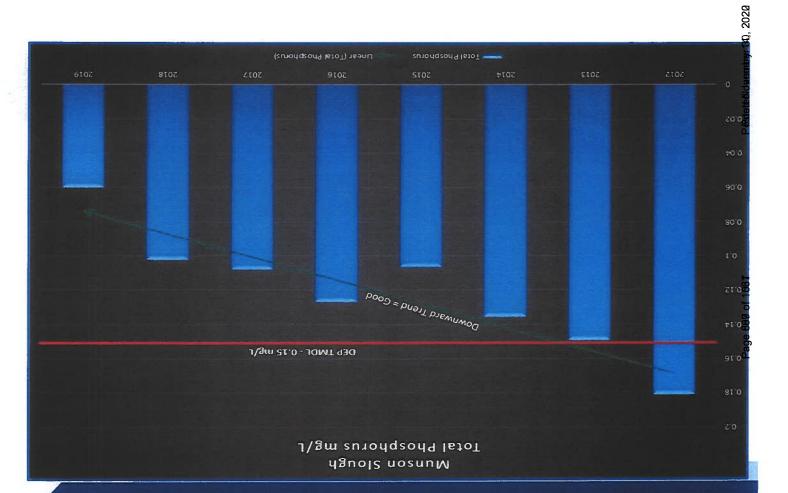


## Stormwater Management – Is It Working?

- What are we trying to protect or enhance through the management of stormwater?
- How do we measure this?
- Are we improving the quality of water discharged from our treatment



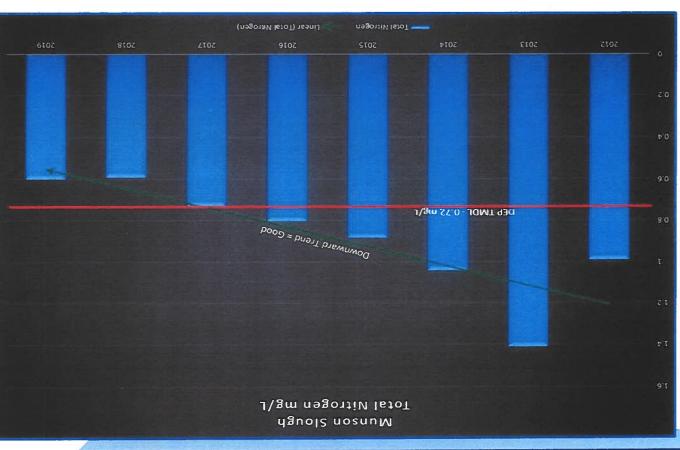
## Stormwater Management – Is It Working?



Data Source – Florida Department of Environmental Protection IWR Run 58

Attachment # 3 Page 25 of 39

## Stormwater Management – Is It Working?





Data Source – Florida Department of Environmental Protection IWR Run 58

## Stormwater Facilities – Challenges

Typical Challenges of Stormwater Management Facilities

- 96gIA •
- Trash
- Nuisance Vegetation
- Wildlife







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## Stormwater Facilities – Challenges

#### :stoel (ADB - seglA nest-sull) Facts:

Information provided by DEP - <u>https://floridadep.gov/sites/default/files/freshwater-algal-bloom-</u>

#### 1bq.e105 spei

- Response to increased nutrients, warm temperature and reduced water flow
- BGA blooms are not predicable in occurrence nor duration
- BGA have the ability to produce toxins; however little is known in regard to trigger conditions
- Not all BGA blooms have harmful effects
- Florida Department of Health (DOH) takes the lead in determining if a harmful algal bloom presents a
- risk to human health
   DOH issues health advisories for recreational waters where there is a risk of the public coming into contact with an existing algal bloom it deems appropriate
- The public can report algal blooms as follows:
- http://ioridadep.gov/algority.
- Toll-free 1-855-305-3903



## Stormwater Facilities – Solutions

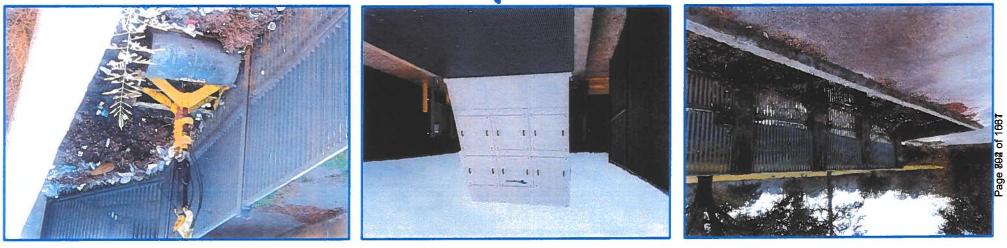
Mitigate Public Health Concerns Associated with ALGAE



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## Stormwater Facilities – Solutions

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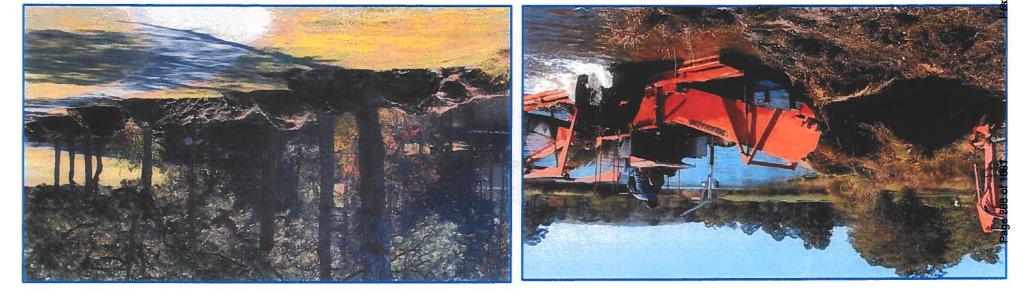






## Stormwater Facilities – Solutions

#### Removal of NUISANCE VEGETATION



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## Stormwater – Innovative Technology

- What is Innovative Technology for Stormwater?
- Doing something outside of traditional BMPs to Attenuate and/or
   Treat Stormwater Runoff
- Low Impact Development (LID) or Green Infrastructure (GI)
- Chemical Treatment Facilities
- Biosorption Activated Media (BAM)
- Floating Islands
- Solar Bee
- Algae Harvesting (Lake Munson)
- Advanced Trash Traps



## Stormwater – Innovative Technology (Examples)







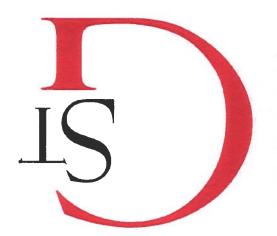
## Stormwater – Innovative Technology (Examples)



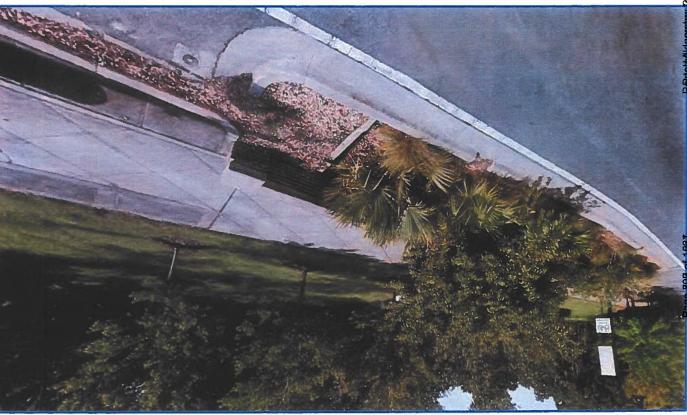




## Stormwater – Innovative Technology (Examples)







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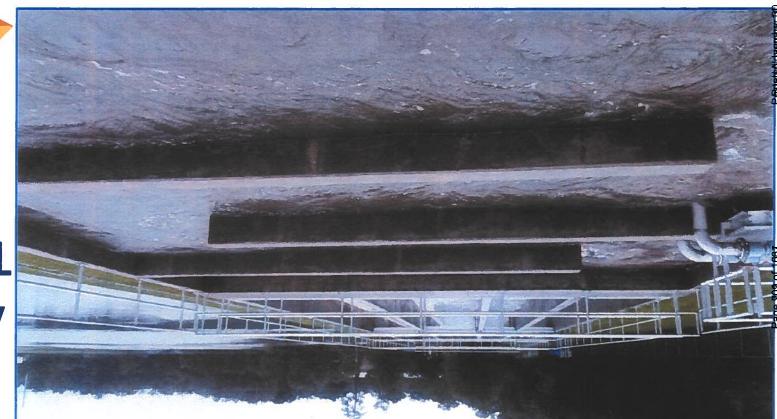


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## Treatment beanevbA

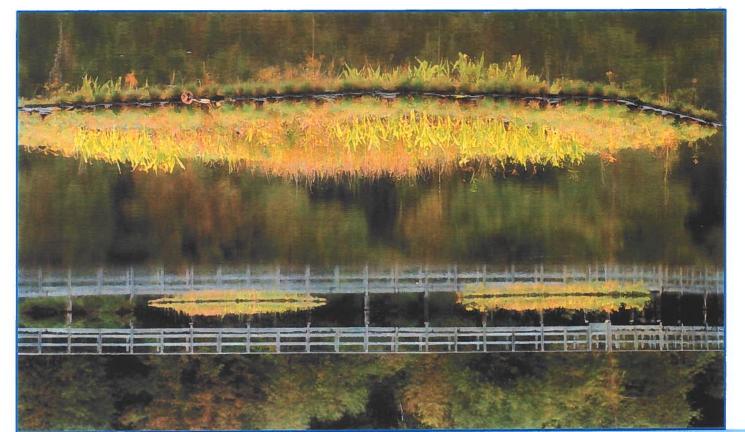
Attachment # 3 Page 35 of 36



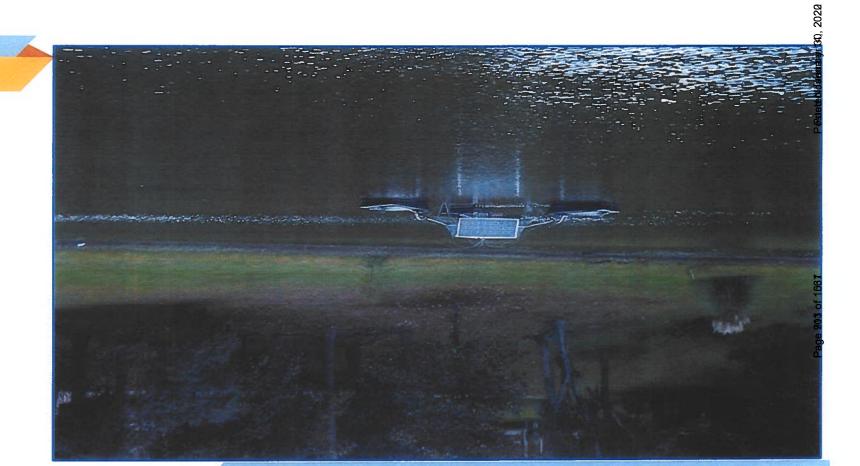
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## Bee Solar





MODEA

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### Stormwater – Legislation

- Senate Bill 712
- Comprehensive Water Quality Legislation "Clean Waterways Act"
- Passed by the Florida Legislature
- Signed into Law by Governor DeSantis on June 30<sup>th</sup>, 2020
- Requires the Department of Environmental Protection (DEP) and the Water Management Districts (WMDs) to Update Stormwater Design and Operation Regulations Using Latest Scientific Information
- Rulemaking Efforts Must Begin by January 1, 2021
- Low Impact Design (LID) Best Management Practices (BMPs)
   Must be Considered During Rulemaking

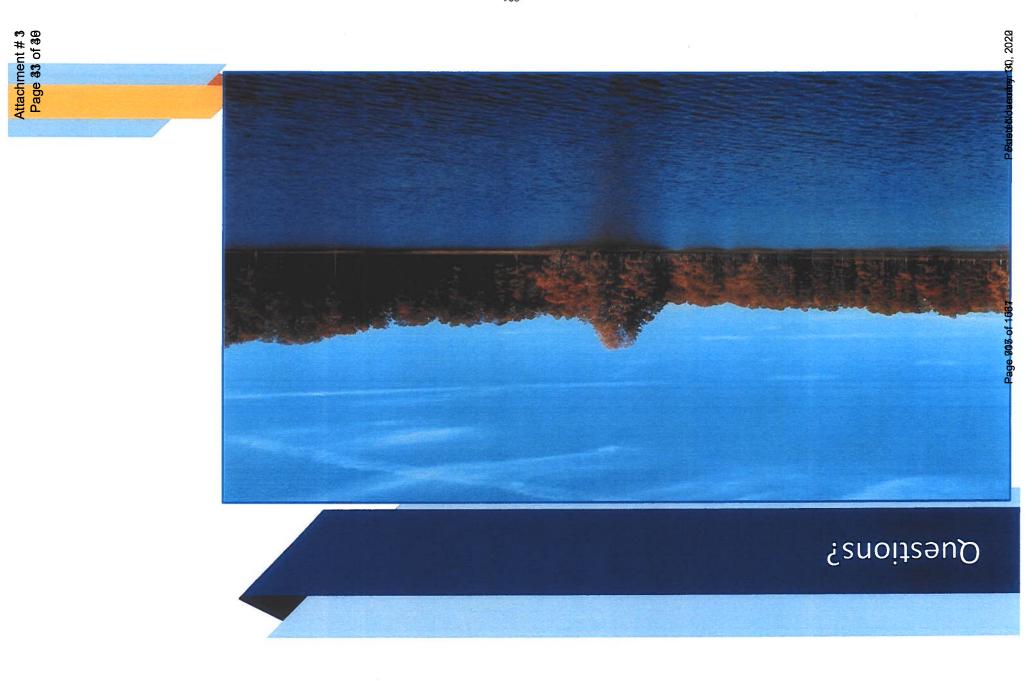


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- The primary purpose of stormwater management facilities is to provide flood protection and water quality treatment. Secondarily, many of these facilities have become integrated into our community park assets.
- ه Stormwater facilities are designed to receive stormwater runoff, which contains higher levels of م Stormwater facilities are designed to receive stormwater runoff.
- Water quality criteria do not apply to stormwater facilities. No cyanobacteria criteria exists for any surface
- Water quality data indicate improvements to the quality of water within the Lake Munson Drainage improvement can be attributed to the investment in stormwater within the Lake Munson Drainage Basin.
- The City and County have and continue to invest in innovative technology.



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#### What are cyanobacteria/blue-green algae?

Blue-green algae are a group of organisms that can live in freshwater, salt-water or in mixed "brackish" water. Most of us know them as "pond scum." They also have been found to share some characteristics with bacteria, which has led to them being referred to as "cyanobacteria."

#### What is a cyanobacterial bloom and how do they form?

Cyanobacterial blooms occur when the algae that are normally present grow in numbers more than normal. Within a few days, a bloom can cause clear water to become cloudy. Winds tend to push some floating blooms to the shore where they are very noticeable. Cyanobacterial blooms can form in warm, slow-moving waters that are rich in nutrients. Blooms can occur at any time, but most often occur in late summer or early fall. They can occur in marine, estuarine and fresh waters, but blooms of greatest concern are those that occur in fresh water, such as drinking water reservoirs or recreational waters.

#### What do cyanobacterial blooms look like?

Some cyanobacterial blooms can look like foam, scum, or mats on the surface of fresh water lakes and ponds. The blooms can be blue, bright green, brown, or red and may look like paint floating on the water. Some blooms may not affect the appearance of the water. As algae in a cyanobacterial bloom die, the water may smell bad.

#### What are some tips for avoiding cyanobacteria/blue-green algae?

It is important that adults, children and pets avoid swimming in or drinking water containing blue-green algae. It is best not to come in to contact with water in areas where you see foam, scum, or mats of algae on the water.

#### What should I do if I come in contact with cyanobacteria/blue-green algae?

Blue-green algae toxins can affect the liver, nervous system and skin. Abdominal cramps, nausea, diarrhea, and vomiting may occur if untreated water is swallowed. Some people who are sensitive to the algae may develop a rash or respiratory irritation.

If you come into contact with an algae bloom, wash with soap and water right away. If you experience an illness, please contact your healthcare provider immediately.

#### What agency should I contact to report fish kills or illness associated with blue-green algae?

- Fish Kill Hotline (Florida Fish & Wildlife Conservation Commission) 1-800-636-0511
- Human Illness (Florida Poison Control Center) 1-800-222-1222

#### Can I eat fish harvested from areas near or in algae blooms?

No. Do not eat fish that are harvested from areas near or in blooms.

#### Is it ok to use algae water for showering or irrigation?

Untreated water from the bloom area should not be used for irrigation when people could come into contact with the spray. Do not use untreated water from the area with the bloom for showering or bathing.

#### Does blue-green algae cause ALS or Alzheimer's?

Beta-N-Methylamino-L-alanine (BMAA) is non-protein amino acid. Some researchers have reported that BMAA can be produced by most cyanobacteria (blue-green algae). However, some concerns have been raised regarding the specificity of the earlier analytical methods and whether BMAA was the only substance quantified.

Little evidence to show how the type of brain changes seen in people with ALS could be induced by BMAA. No animal model has demonstrated that BMAA exposure results in ALS-like neuropathy. Also, Page 909 of 1667 PesteteVideenaary 130, 2020

Proximity and spatial association to a water body with cyanobacteria does not prove causality. The BMAA hypothesis is still a hypothesis. No proven connection has been found between cyanobacteria and ALS.

BMAA is one of the many possible environmental triggers to neurological disease that is being investigated by researchers in Florida and elsewhere. There are millions of potential environmental exposures. BMAA is just one of those potential triggers.

There has been little evidence of BMAA being linked to neurodegenerative disease in the general public. BMAA has been reported to be associated with the neurological disease, amyotrophic lateral sclerosis-Parkinson dementia complex (ALS-PDC), in a local population in Guam. This relationship was first noted over 40 years ago. The source of exposure for this population was cycad plant seeds, used for making flour, and fruit bats that feed on cycad fruit; the amount of BMAA exposure was very high. This is an unusual and very limited population.

In laboratory tests on cells and in animals, BMAA has been shown to be a potent neurotoxin, especially when given through injection or other non-food exposures. There is a lack of toxicological information based on standard tests using the oral route of exposure upon which to base a health-based value for use in a risk assessment.

There are the studies of Canadian and U.S. ALS patients that had higher BMAA concentrations in their brain tissue than Huntington disease patients or non-neurologically affected patient. However, this finding may be coincidental. Various chemicals exist in our bodies as part of living in an industrialized society but are at levels that do not necessarily affect our overall health.

Recent research has identified levels of BMAA, on par with levels observed in Guam fruit bats, in shrimp, crabs, bottom fish, and shark fins from South Florida marine ecosystems; however there are no known cases of human neurological diseases related to ingesting animals from these waters.

### Leon County Board of County Commissioners

Agenda Item #11

September 29, 2020

То:	Ionorable Chairman and Members of the Board				
-					



From: Vincent S. Long, County Administrator

Title:Status Report on Leon County's Fertilizer Ordinance

<b>Review and Approval:</b>	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. 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.

Title: Status Report on Leon County's Fertilizer Ordinance September 29, 2020 Page 4

#### 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.

Title: Status Report on Leon County's Fertilizer Ordinance September 29, 2020 Page 5

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 yearround 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

### Leon County Board of County Commissioners Agenda Item #20

July 13, 2021

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Status Report on Maintenance Schedules, Testing, and Metrics for Commercial and Residential Stormwater Ponds in Other Jurisdictions

<b>Review and Approval:</b>	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:**

As requested by the Board, this item builds upon the review of Leon County Stormwater Management Facilities presented at its December 8, 2020 meeting. This status report examines stormwater maintenance schedules employed by other counties, the use of water quality metrics for commercial and residential stormwater ponds, and intergovernmental coordination with cities related to stormwater facilities.

#### **Fiscal Impact:**

This item has no fiscal impact.

#### **Staff Recommendation:**

Option #1: Accept the status report on maintenance schedules, testing and metrics for commercial and residential stormwater ponds in other jurisdictions.

Title: Status Report on Maintenance Schedules, Testing, and Metrics for Commercial and Residential Stormwater Ponds in Other Jurisdictions July 13, 2021

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#### **Report and Discussion**

#### **Background:**

As requested by the Board, this item builds upon the review of Leon County Stormwater Management Facilities presented at its December 8, 2020 meeting. This status report examines stormwater maintenance schedules employed by other counties, the use of water quality metrics for commercial and residential stormwater ponds, and intergovernmental coordination with cities related to stormwater facilities (Attachment #1). This status report advances the following FY2017-FY2021 Strategic Initiative:

• Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2018-5)

This particular Strategic Initiative aligns with the Board's Environmental Strategic Priorities:

- (EN1) Protect the quality and supply of our water and
- (EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.

At its December 12, 2019 Blueprint Intergovernmental Agency (IA) Board meeting, Blueprint staff was directed to prepare a report on the potential health hazards of stormwater facilities. This information was provided to the IA Board on September 17, 2020 as part of a comprehensive agenda item on stormwater facilities operated and maintained by the City of Tallahassee and Leon County, including those constructed by Blueprint.

At its September 15, 2020 meeting, the Board directed staff to prepare an agenda item discussing the Blueprint IA report on the potential health hazards of stormwater facilities, including alternate and new technology and the current maintenance program. On October 14, 2020, local government (County, City and Blueprint) staff held a Zoom meeting with interested citizens to discuss innovative and alternative stormwater treatment technologies currently in use in the community, and opportunities to expand the use of new and innovative treatment technologies.

On December 8, 2020, a status report was presented to the Board providing a review of Leon County stormwater management facilities and the Blueprint IA report. At that time, the Board directed staff to conduct a review other counties' maintenance schedules, metrics for commercial and residential stormwater ponds, and their intergovernmental coordination with other cities.

#### <u>Analysis</u>:

As described in the December 8, 2020 status report on Leon County's stormwater management facilities, water quality treatment standards have evolved since 1982 including the Leon County Minimum Countywide Environmental Regulations which currently exceed the State of Florida stormwater standards. There are four options for treatment found in Section 10-4.301(2) of the Leon County Code of Laws, but the preferred standard captures the first 1.125 inches (1 1/8") of runoff. This standard is more than twice the volume of the State standard; however, the standard allows recovery of the treatment volume by filtration. Leon County has adopted Low Impact

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Development standards and incentives to encourage developers to use innovative means to reduce stormwater runoff and more easily meet the County stormwater standards. In Leon County, water quality enhancement is incorporated into flood mitigation and flood relief projects to achieve multiple benefits from these projects such as the construction of Lake Henrietta and the Fords Arm South conveyance improvements. Regional stormwater facilities are constructed as part of jointuse projects associated with roadway improvements such as the Broadmoor Park built during the Blueprint Capital Circle widening project. These ponds provide full treatment for the associated roadway projects while providing additional retrofit treatment to the maximum extent practicable for the areas outside of the roadway limits which contribute flow to the ponds.

The December 8th status report also highlighted the innovative stormwater management strategies used by Leon County. These range from the natural wetlands incorporated into the Lake Henrietta construction and the use of vegetation to stabilize the conveyance at the Meridian Road Cross Drain project to structural projects involving pervious asphalt. Leon County uses passive stormwater maintenance practices to control nutrients such as minimizing the use of fertilizer to the greatest extent possible and protecting the planted buffer around wet detention ponds to reduce nutrients entering our natural waterbodies.

Since the December 8<sup>th</sup> status report, the Department of Development Support and Environmental Management worked with community partners to update the fertilizer ordinance to incorporate the current State Model Ordinance and Florida Administrative Code requirements. The community partners included the Science Advisory Committee, the Water Resources Committee, the Big Bend Sierra Club and commercial fertilizer applicators. On May 12, 2021, the Board adopted the updated Fertilizer Ordinance with additional direction to staff to provide an agenda item detailing the proposed applicator training and public education initiative and evaluations of additional information on a summer time moratorium of fertilizer application.

In a separate agenda item on December 8, 2020, the Board accepted the Annual Report on the Leon County Water Quality Monitoring Program which provides the appropriate state and federal regulatory agencies the latest information on the County's efforts to maintain healthy water bodies. Following the acceptance of the Annual Report, the Board requested staff to bring back an agenda item that explores options for a comprehensive watershed management plan that address both quality and quantity in collaboration with the City and neighboring counties. This item is scheduled to be brought back to the Board in the fall.

This status report and survey analysis builds upon the recent review of Leon County Stormwater Management Facilities by examining the stormwater maintenance schedules employed by other counties, the use of water quality metrics for commercial and residential stormwater ponds, and intergovernmental coordination with cities related to stormwater facilities.

#### Stormwater Maintenance Practices Used by Other Florida Counties:

A survey of other jurisdictions' stormwater maintenance policies and practices was completed with the assistance of the Florida Association of Counties. The results of the survey are included as Attachment #1 and summarized in the following analysis. In summary, the practices and policies from other counties and the City of Tallahassee confirms that Leon County stormwater facility

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maintenance is on par with standards throughout the state of Florida as surveyed. In addition, Leon County and other surveyed counties evaluate pond hydraulic function rather than water quality metrics to determine the condition of stormwater treatment facilities. Finally, Leon County intergovernmental coordination with the City of Tallahassee for as-needed maintenance and for NPDES activities are in line with the level of coordination noted by other survey respondents.

Of the twelve counties which responded, four have more frequent mowing cycles than Leon County and two mow the facilities throughout the year. Leon County Operations mows facilities three times during the growing season of March through November. However, it should be noted that the climate in some of the surveyed counties in Central and South Florida may result in longer growing seasons than North Florida.

All counties reported that stormwater treatment facilities are monitored for compliance with applicable state and local stormwater treatment design standards, such as ensuring proper flow through the facility and identifying the need for vegetation removal. None of the counties, including Leon, are monitoring for water quality parameters within the ponds. Water quality metrics are not incorporated into either federal, state or local standards. Historic research into various stormwater treatment methods have established the average pollution reduction achieved by stormwater ponds. Treatment ponds designed in accordance with these standards are presumed to be achieving the average pollution reduction so long as the facility continues to capture and recover the design flow volumes. Consequently, all surveyed counties focus on the hydraulic function of the treatment ponds to confirm regulatory compliance.

The counties were asked whether stormwater ponds were considered community amenities with other uses by the public in order to determine the degree to which other counties encourage public interaction with stormwater ponds. Half (six) of the 12counties acknowledged walking trails or passive parks around some of its stormwater facilities, like Leon County's Pedrick Pond or Lake Henrietta. In contrast to our local policy where Leon County maintains shared-use facilities, Sumter County encourages shared-use ponds where it utilizes capacity in ponds maintained by the private property owners. Shared-use facilities are those which treat stormwater runoff from public rights-of-way as well as private property. Clay County identified one facility as a designated fishing park with fishing information posted at the site. Designating a stormwater pond as a fishing park is unusual because public health guidance advises against the consumption of fish from these facilities. As directed by the Board at its July 14, 2020 meeting, Leon County has posted "Catch and Release Only" signs at several County multi-use parks, which are sites where the stormwater treatment pond has been incorporated into a park site.

As a follow-up to the question regarding the use of stormwater ponds as community amenities, the counties were asked whether a distinction was made between commercial and residential uses contributing flows to these amenities, due to the difference in expected stormwater constituents. Residential areas would be more likely to contribute nutrient-enriched stormwater while commercial areas are more likely to contribute flows with heavy metals and trash. An example locally are the Capital Cascades facilities which require intensive effort by City Parks staff to remove trash following storms. Of the surveyed counties, Clay County was the only one that distinguished between residential and commercial areas serving as contributing areas for

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stormwater ponds when evaluating ponds as community amenities. However, Marion County reported that specific land uses in the contributing area were evaluated to determine if the sites would be incompatible with public use activities.

Ten of the 12 counties reported at least some of their stormwater ponds are fenced or have warning signs posted. The warning signs range from "No Trespassing" to warnings about alligators. Pasco and St. Lucie Counties have educational kiosks at their facilities, similar to the Leon County kiosks at public boat landings and major multi-use facilities such as Lake Henrietta.

The counties were asked about the extent of coordination with cities within their jurisdictions. Six of the counties coordinate with municipalities on an as-needed basis for maintenance of stormwater facilities. The greatest contrasts are Pasco County which coordinates with municipalities on education efforts only and Charlotte County which works with the City of Punta Gorda on National Pollutant Discharge Elimination System (NPDES) permit items relating to nonpoint source discharges of pollutants. Leon County and the City of Tallahassee coordinate on an as-needed basis for maintenance of stormwater facilities but also have a contract where the City Aquifer Protection staff perform industrial site inspections required for the County's NPDES permit.

#### *City of Tallahassee Maintenance Practices:*

Staff at the City of Tallahassee were contacted regarding its maintenance practices as well. The City's Underground Utility & Public Infrastructure (UUPI) Department adopted Standard Operating Procedures for stormwater facility cutting and maintenance, which apply where the facility is not co-located with a passive park. The standard stormwater facility is mowed a minimum of twice per year and trash is removed following inspection. Parks, such as Silver Lake Park, are maintained to a higher level of service due to the public access by the Parks, Recreation and Neighborhood Affairs Department, or by the Community Beautification and Waste Management Department. This is similar to Leon County's practice, where Leon County Parks and Recreation and Facilities Management have a more frequent mowing cycle for stormwater ponds due to the associated site use such as libraries and walking trails.

On December 2, 2020, the Board specifically requested additional information on five of the City's ponds:

- Frenchtown Pond (Carter-Strong-Howell Park)
- Silver Lake
- Lake Anita (Anita Favors Thompson Plaza)
- Bond Community Pond
- University Park Pond (Mercury Drive Pond)

Frenchtown Pond and Silver Lake are managed by the City as parks facilities, with more frequent cutting of the maintained areas above the waterline by the Parks Department. Lake Anita is maintained above the waterline by the Community Beautification and Waste Management Department. All three are maintained below the waterline by the City's UUPI.

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Bond Community Pond is managed entirely by the UUPI as a stormwater facility, with the minimum criteria listed above. The University Park Pond, known to the City as Mercury Drive Pond, is a closed natural basin which is being evaluated for drainage improvements following near flooding of adjacent homes during 2019 record rainfall. An outfall structure and discharge pipe will be designed and built this fall to reduce the frequency, severity and duration of flooding associated with the University Park Pond. The constructed improvements will ensure that flood damage will no longer be experienced by downstream properties.

Summary:

Review of the practices and policies from other counties and the City of Tallahassee confirms that Leon County stormwater facility maintenance is on par with standards of Florida surveyed counties. Leon County and other surveyed counties evaluate pond hydraulic function rather than water quality metrics to determine the condition of stormwater treatment facilities. Finally, Leon County intergovernmental coordination with the City of Tallahassee for as-needed maintenance and for NPDES activities are in line with the level of coordination noted by other survey respondents.

#### **Options:**

- 1. Accept the status report on maintenance schedules, testing and metrics for commercial and residential stormwater ponds in other jurisdictions.
- 2. Do not accept the status report on maintenance schedules, testing, and metrics for commercial and residential stormwater ponds in other jurisdictions
- 3. Board direction.

#### **Recommendation:**

Option #1

#### Attachment:

1. Stormwater survey of other jurisdictions' stormwater maintenance policies and practices

#### LEON COUNTY WATER RESOURCES COMMITTEE

#### Minutes

Monday, November 1, 2021 6:04 p.m. Online Virtual Meeting

Members Present Colleen Castile Amanda Dorsett Danielle Irwin Alan Niedoroda Jeff Priddle Terry Ryan Richard Stephens Staff Present Mark Heidecker (COT UUPI) Theresa Heiker (LCPW) Stephen Hodges (TLCPD) Anna Padilla (LC PW) Steve Shafer

<u>Other</u>

The meeting began at 6:00 p.m. No modifications were made to the agenda. The September 13, 2021 meeting minutes were reviewed by the Committee and no edits were offered.

Theresa Heiker described a \$1.46M resiliency grant obtained by the Apalachee Regional Planning Council that is funding flood studies in nine counties in North Florida, including Leon County. No actions were taken on this item.

Theresa presented information on an agenda item entitled "Evaluation of Developing a Comprehensive Watershed Management Plan" that the Leon County Board of County Commissioners reviewed at their regular meeting on October 12, 2021. The agenda item was intended to evaluate the development of a regional watershed management plan in contrast to the updating of the County's water basin plans while taking into consideration the constraints for proceeding with any studies which seek to address water quality and quantity at this time due to the passage of the 2020 Clean Waterways Act by the Florida Legislature. The agenda item stated that the County has been anticipating and actively monitoring the development of new statewide stormwater standards which would establish a new baseline for stormwater management within the next 18 to 24 months. Once the State finalizes and adopts the new standards, staff will be recommending updates to the County water basin plans to continue protecting our water resources.

At that meeting, the Board unanimously voted to "Accept the staff analysis on the evaluation of developing a comprehensive watershed management plan and take no further action at this time; and directed staff to prepare an agenda item for the Board's December meeting to include input from the Water Resources Committee on this agenda item, whether additional data is needed to be collected prior to the State finalizing the stormwater rules in order to best position the County to pursue the Basin Plans, and opportunities to best position the County for future Resilient Florida grant funding; provide an update on current actions being taken to address the Killearn Chain of Lakes including an explanation of the entities responsible for the lakes; provide a summary of the conflicting regulatory standards for water bodies flowing from Georgia into Leon and Wakulla Counties."

Following Theresa's presentation and a discussion, the Committee offered a list of recommendations to staff for consideration regarding this Board agenda item. These included the following:

- 1. Increase/start water quality monitoring within stormwater facilities
- 2. Create a template of basin water management plans
- 3. Update existing basin water management plans
- 4. Review stormwater fee history, schedules, and application of funds
- 5. Review joint watershed protection plan and/or watershed management board concept
- 6. Review Blueprint allocation for County water quality projects and other activities
- 7. Analysis of future development trends and potential stormwater impacts
- 8. Analysis of Leon County MS4 permit conditions, discharges, receiving waterbodies
- 9. Rethinking role and scope of WRC and increasing coordination with City of Tallahassee
- 10. Implications of global warming and anticipated impacts on stormwater quality and quantity
- 11. What are the six "non-contained" (not closed basins) water basins/drainage basins? How are they treated regarding their management?

Staff committed to distributing these recommendations to the Committee for further consideration.

Theresa Heiker from Leon County Public Works also briefly updated the Committee on the status of the Comprehensive Wastewater Treatment Facilities Plan. No actions were taken on this item.

The Committee adjourned at 8:10 p.m.

Approved:

Stephen M. Hodges, Committee Coordinator

Monday, December 6, 2021 6:05 p.m. Online Virtual Meeting

Members Present Danielle Irwin Jeff Priddle Terry Ryan Staff Present Jody Cahoon (COT UUPI) Mark Heidecker (COT UUPI) Theresa Heiker (LCPW) Stephen Hodges (TLCPD) Anna Padilla (LCPW) Johnny Richardson (LCPW)

<u>Other</u>

The meeting began at 6:05 p.m. No modifications were made to the agenda. The November 1, 2021 meeting minutes were reviewed by the Committee and no edits were offered.

Mark Heidecker of the City of Tallahassee's Underground Utilities and Public Infrastructure department presented an overview of the City of Tallahassee's Stormwater Quality Programs to the Committee. Following questions, the Committee took no action on this item.

Johnny Richardson of the Leon County Public Works department presented the annual Leon County Annual Water Quality Report for 2021. Following questions, the Committee took no action on this item.

Theresa Heiker of the Leon County Public Works department presented information on an agenda item entitled "Evaluation of Developing a Comprehensive Watershed Management Plan" that the Leon County Board of County Commissioners reviewed at their regular meeting on October 12, 2021. This agenda item was intended to evaluate the development of a regional watershed management plan in contrast to the updating of the County's water basin plans while taking into consideration the constraints for proceeding with any studies which seek to address water quality and quantity at this time due to the passage of the 2020 Clean Waterways Act by the Florida Legislature.

At their regular meeting, the Board unanimously voted to "Accept the staff analysis on the evaluation of developing a comprehensive watershed management plan and take no further action at this time; and directed staff to prepare an agenda item for the Board's December meeting to include input from the Water Resources Committee on this agenda item, whether additional data is needed to be collected prior to the State finalizing the stormwater rules in order to best position the County to pursue the Basin Plans, and opportunities to best position the County for future Resilient Florida grant funding; provide an update on current actions being taken to address the Killearn Chain of Lakes including an explanation of the entities responsible for the lakes; provide a summary of the conflicting regulatory standards for water bodies flowing from Georgia into Leon and Wakulla Counties." The Water Resources Committee at their regular meeting on November 1, 2021 offered a list of recommendations to staff for consideration regarding this Board agenda item. These included the following:

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- 1. Increase/start water quality monitoring within stormwater facilities
- 2. Create a template of basin water management plans
- 3. Update existing basin water management plans
- 4. Review stormwater fee history, schedules, and application of funds
- 5. Review joint watershed protection plan and/or watershed management board concept
- 6. Review Blueprint allocation for County water quality projects and other activities
- 7. Analysis of future development trends and potential stormwater impacts
- 8. Analysis of Leon County MS4 permit conditions, discharges, receiving waterbodies
- 9. Rethinking role and scope of WRC and increasing coordination with City of Tallahassee
- 10. Implications of global warming and anticipated impacts on stormwater quality and quantity
- 11. What are the six "non-contained" (not closed basins) water basins/drainage basins? How are they treated regarding their management?

Because the Committee did not have sufficient time to discuss these comments in detail at the November meeting, staff requested that the Board agenda item be delayed a month to give the Committee an additional opportunity to discuss these and other recommendations with staff. At the December 6, 2021 meeting, staff and the members of the Committee present discussed additional recommendations received by email from Danielle Irwin and Terry Ryan in addition to the recommendations above in order to discuss and correlate them so as to ensure a mutual and complete understanding of these comments.

The Committee adjourned at 8:52 p.m.

Approved:

Stephen M. Hodges, Committee Coordinator

### Leon County Board of County Commissioners Agenda Item #10 November 9, 2021

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Application for Resilient Florida Grant on Behalf of Apalachee Regional Planning Council

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

#### **Statement of Issue:**

This item seeks Board approval to partner with the Apalachee Regional Planning Council (ARPC) in a Resilient Florida Grant with the Florida Department of Environmental Protection.

#### Fiscal Impact:

This item has a fiscal impact. This is a state reimbursement grant estimated at \$1.46 million through June 30, 2023. Funding through June 30, 2022 for Leon County/ARPC has been approved in the amount of \$254,800. The remaining funding through June 30, 2023 is dependent on annual legislative appropriation.

#### **Staff Recommendation:**

- Option #1: Approve the partnership in the submittal of a regional resiliency grant on behalf of the Apalachee Regional Planning Council.
- Option #2: Authorize the County Administrator to enter into a sub-grant agreement with the Apalachee Regional Planning Council to perform the contract requirements of the Resilient Florida Grant in a manner deemed legally sufficient by the County Attorney.
- Option #3: Approve the Resolution and Budget Amendment (Attachment #1).

#### **Report and Discussion**

#### **Background:**

The Apalachee Regional Planning Council (ARPC) is requesting that Leon County Government participate in the application with the Florida Department of Environmental Protection (DEP) in a regional Resilient Florida grant (Attachment #2). DEP requires that the ARPC partner with a Florida county or municipality that will act as the grantee for the project. Since Leon County is a member of ARPC and the Apalachee Regional Resilience Collaborative, the ARPC is requesting that Leon County act as grantee for the project. The ARPC has applied for the grant, and the grant has been approved contingent upon Leon County entering the partnership and the receipt of a workplan from ARPC.

#### Analysis:

This regional project will involve the completion of Vulnerability Assessments for Calhoun, Franklin, Gadsden, Gulf, Leon, Liberty, Jackson, Jefferson, and Wakulla counties and their municipalities. The Vulnerability Assessments will focus on both inland and coastal flooding and will chronicle exposure of critical assets over a 2040 and 2070 timeline. Critical assets include transportation infrastructure (roadways, bridges, evacuation routes), civil infrastructure (wastewater treatment, drinking water systems, electricity production), community and emergency facilities (schools, disaster recovery centers, healthcare facilities), and natural and cultural resources (conservation lands, parks, and shorelines).

Where applicable, the resulting analysis will assess the critical assets' impacts from tidal flooding, storm surge, rainfall-induced flooding, and the combination of tidal, storm surge, and rainfall-induced flooding. The results of the Vulnerability Assessments will create a risk profile of county and municipality holdings that are vulnerable to flooding over the next 20 and 50 years.

This is a state reimbursement grant that lasts through June 30, 2023 with an estimated award of \$1.46 million, with funding in the subsequent year dependent upon legislative appropriation. The first year of funding for the Leon County/ARPC grant has been established at \$254,800. To ensure the grant is properly managed and reimbursements are sought timely from DEP, a subgrant agreement between Leon County and ARPC will be prepared. A Resolution and Budget amendment budgeting the first year of the two-year grant is reflected as Attachment #1.

#### **Options:**

- 1. Approve the partnership in the submittal of a regional Resilient Florida Grant on behalf of the Apalachee Regional Planning Council.
- 2. Authorize the County Administrator to enter into a sub-grant agreement with the Apalachee Regional Planning Council to perform the contract requirements of the Resilient Florida Grant in a manner deemed legally sufficient by the County Attorney.
- 3. Approve the Resolution and associated Budget Amendment (Attachment #1).
- 4. Do not approve the partnership in the submittal of a regional Resilient Florida Grant on behalf of the Apalachee Regional Planning Council.
- 5. Board direction.

#### **Recommendation:**

Options #1, # 2 and #3.

#### Attachments:

- 1. Resolution and associated Budget Amendment
- 2. Letter from the Apalachee Regional Planning Council requesting Leon County partner in the submittal of a Resilient Florida Grant

#### **RESOLUTION NO. R18-**33

#### A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, RECLASSIFYING THE WATER RESOURCES COMMITTEE TO AN ADVISORY COMMITTEE THAT SHALL OPERATE AND FUNCTION AS A FOCUS GROUP.

WHEREAS, on September 27, 1994, the Board of County Commissioners of Leon County, Florida (the "Board") approved the establishment of a countywide water resources program, which included the creation of a citizens committee that became known as the Countywide Water Resources Citizens Committee; and

WHEREAS, on September 15, 2015, the Board adopted Resolution No. R15-43, which reauthorized the creation of the Water Resources Committee to function and operate as a decision-making committee pursuant to Board Policy No. 03-15, "Board-Appointed Advisory Committees"; and

WHEREAS, the Board recognizes and acknowledges the importance of public involvement and input in County government; and

**WHEREAS**, the Board desires to reclassify the Water Resources Committee to a Focus Group in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees";

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, that:

1. This Resolution shall repeal and replace Resolution No. R15-43, which was adopted by the Board on September 15, 2015.

2. This Resolution shall supersede the Bylaws of the Water Resources Committee dated February 1, 2016.

3. The Board hereby reclassifies the advisory committee known as the Water Resources Committee from a Decision-Making Committee to a Focus Group, in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees."

4. The Water Resources Committee shall henceforth function and operate as a Focus Group in accordance with Board Policy No. 03-15, "Board-Appointed Advisory Committees."

5. The Water Resources Committee shall be charged with the responsibility to consider the values of the lakes and related water resources of the County, including groundwater, and to provide input and recommendations to County staff with regard to any necessary or appropriate policies, regulations, management activities, and long-term funding strategies to protect or enhance these values, while considering the various impacts to these resources from accelerated runoff, including flooding and surface and groundwater degradation.

6. The Water Resources Committee shall have seven (7) members, with representatives of four interest groups, as follows:

- a. conservation/environment;
- b. legal/planning;
- c. real estate/economic development; and
- d. boating/fishing.

7. Each Board member shall appoint one member to the Water Resources Committee from the applicant pool in compliance with Board Policy No. 03-15, "Board-Appointed Advisory Committees."

8. The current membership of the Water Resources Committee shall remain the same, and said members shall not be required to be reappointed. The current members shall continue to serve their current appointments and terms. The terms of membership shall be for four (4) years, with no member serving more than three consecutive four-year terms.

9. The members of the Water Resources Committee shall not be subject to full and public disclosure of financial interests.

10. The Water Resources Committee shall be assisted by staff from the Department of Planning, Land Management and Community Enhancement.

11. The Water Resources Committee shall be dissolved only upon direction of the Board.

12. This Resolution shall become effective immediately upon adoption.

Done and adopted by the Board of County Commissioners of Leon County, Florida, this

23rd day of October, 2018.

LEON COUNTY, FLORIDA

Bv Nick Maddox, Chairman

Board of County Commissioners



#### ATTESTED BY:

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

By

APPROVED AS TO FORM: Leon County Attorney's Office By:

Herbert W. A. Thiele, Esq. County Attorney

### Leon County Board of County Commissioners

Notes for Agenda Item #18

## Leon County Board of County Commissioners

### Agenda Item #18

January 25, 2022

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.

<b>Review and Approval:</b>	view and Approval: Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator	
Lead Staff/ Project Team:	Maggie Theriot, Director, Office of Resource Stewardship Cassie Griffith, Solid Waste Manager	

#### **Statement of Issue:**

This item seeks Board acceptance of the status update regarding curbside collection service provided by Waste Pro, Inc.

#### **Fiscal Impact:**

This item has no fiscal impact. The monthly subscription is paid for by residents opting to receive curbside residential and commercial solid waste collection for the unincorporated area of Leon County.

#### **Staff Recommendation:**

Option #1: Accept the status update regarding curbside collection service through Waste Pro, Inc. Title: Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc. January 25, 2022 Page 2

#### **Report and Discussion**

#### **Background:**

This item seeks Board acceptance of the status update regarding curbside collection service provided by Waste Pro, Inc. (Waste Pro). At the February 10, 2020 meeting the Board approved continuing service with Waste Pro through a renewal of the Solid Waste Franchise Agreement (Agreement). At the same February meeting the Board directed staff to prepare a quarterly status reports regarding the Agreement. As requested by the Board status reports will be presented on a routine basis to monitor performance of Waste Pro and ensure Waste Pro meets the expectations of the Agreement. The first status report was included in the July 14, 2020 meeting agenda, and subsequent reports were provided on November 17, 2020, February 16, 2021, May 11, 2021, and September 21, 2021.

The Agreement includes the exclusive collection of commercial solid waste, residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription (i.e. voluntary) basis and commercial collection. Currently an estimated 29,000 residents in the unincorporated area subscribe. Although commercial recycling is not an exclusive service, Waste Pro is required to offer commercial recycling collection service within the unincorporated area. There are currently an estimated 730 commercial accounts.

#### Analysis:

To ensure performance, the Agreement provides for liquidated damages to be assessed against Waste Pro in the event of unresolved customer complaints for infractions not meeting the requirements of the Agreement. Per the Agreement, the ability to levy liquidated damages is a tool the County uses to address non-compliance with terms of the Agreement. In addition to levied liquidated damages, the volume and nature of customer calls is another indicator used to monitor Waste Pro service. Table #1 provides the annual number of inquiries and requests for service received by Waste Pro, as well as the annual number of liquidated damages assessments, and the amount paid to the County for liquidated damages.

Calendar Year	# Inquiries/ Grievance	# Requests for Service	# Liquidated Damages Legitimate Complaints	\$ Liquidated Damages
2018 <sup>1</sup>	2,585	20,473	980	\$104,525
2019	4,064	21,074	2,245	\$201,780
2020	3,126	25,499	355	\$ 30,950
2021 <sup>2</sup>	3,409	22,634	559	\$ 49,275

Table #1. Waste Pro Inquiries, Requests for Services, and Liquidated Damages Assessments 2018-2021

<sup>&</sup>lt;sup>1</sup> Hurricane Michael, deactivated Yard debris service, did not suspend Liquidated Damages for all other services

<sup>&</sup>lt;sup>2</sup> 2021 totals reflect January - November

The *Inquiries/Grievance* column represents incoming calls/email by customers to Waste Pro which involve delivery of routine service for waste, recycling, and yard debris. Generally, these calls are regarding missed pick-up.

The *Requests for Service* column includes calls regarding specialized service that is not included in routine weekly service such as scheduling bulk items, service of oversized yard debris, or waste/recycling carts to be repaired.

The *Liquidated Damages Legitimate Complaints* column correlates to, but is not directly derived from, the *Inquiries/Grievance* or *Requests for Service* columns. For example, Waste Pro has 24 hours to take corrective action on a grievance of missed pick-up and 7 business days to service bulky items before such an inquiry would become a *Legitimate Complaint* as included in Table #1. Additionally, the Agreement includes liquidated damages for items that are not customerfacing, such as hydraulic leaks. The amount levied for individual liquidated damages varies based on the type and duration of the noncompliance. For 2020, \$30,950 in liquidated damages were levied, demonstrating a significant downward trend from damages in 2018 and 2019. However, 2021 January through November is trending higher than 2020, with November 2021 the highest since spring of 2019.

Recent complaints have centered on hydraulic fluid being discharged from Waste Pro's trucks onto residential streets. Upon awareness of the leak, Waste Pro is to treat all impacted road areas within five business days. Each spill is addressed independently and inspected by County staff to consult with Waste Pro on the course of action to repair the damage. As noted in past status updates, Waste Pro has taken steps to reduce the frequency and intensity of leaks by retrofitting hydraulic systems with new hose assemblies; instituting daily pre- and post-route mechanical checks; and shifting to a biodegradable hydraulic fluid. Although Waste Pro has made attempts to resolve this issue, residents continue to experience the unsightly spills which have resulted in calls and emails to the County requiring intervention by staff. To further mitigate future issues Waste Pro has contracted with a hydraulic repair company to better address the failing fleet.

As with many workforces Waste Pro staffing stability has been impacted by COVID. Stabilizing through fall, the most recent COVID variant has again resulted in unplanned absences or ongoing vacancies. As such, the pick-up of yard debris was temporarily suspended so that remaining drivers could be diverted to routes serving garbage and recycling for a two week period in early January. Additionally, staffing shortages have impacted customer service representatives who answer incoming calls to Waste Pro.

In summary, assurances to improve service have been made by Waste Pro, and several tangible steps have been taken by the Company to deliver on those commitments. Staff continue to actively engage with Waste Pro and monitor contract performance to ensure satisfactory service levels are maintained.

Title: Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc. January 25, 2022 Page 4

**Options:** 

- 1. Accept the status update regarding curbside collection service through Waste Pro, Inc.
- 2. Do not accept the status update regarding curbside collection service through Waste Pro, Inc.
- 3. Board direction.

# **Recommendation:**

Option #1

# Leon County Board of County Commissioners

Notes for Agenda Item #19

# Leon County Board of County Commissioners

# Agenda Item #19

**January 25, 2022** 

То:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
Title:	Ordinance Addressing Public Health and Safety Issues, Including Issues Related to Homelessness

Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney				
Department/ Division Review:Alan Rosenzweig, Deputy County Administrator					
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator Dan Rigo, Senior Assistant County Attorney				

# **Statement of Issue:**

This item seeks Board consideration to schedule the first and only Public Hearing to consider an Ordinance that addresses public health and safety issues, including issues related to homelessness for February 8, 2022.

# **Fiscal Impact:**

This item has no fiscal impact.

# **Staff Recommendation:**

Option #1: Schedule the first and only Public Hearing to consider the draft Ordinance which repeals Chapter 11, Article VIII of the Code of Laws Entitled Solicitation on Public Street for February 8, 2022 at 6:00 p.m.

and Board direction for Options #2 through #4.

#### **Report and Discussion**

### **Background:**

As directed by the Board during the December 14, 2021 meeting, this item presents a draft Ordinance (Attachment #1) for Board consideration that addresses public health and safety issues, including issues related to homelessness. As discussed in an agenda item presented during the December 14 meeting (Attachment #2), this draft Ordinance is intended to promote the health, safety, and welfare of Leon County's residents and visitors and enhance sanitation in certain public areas. Recently, the County has received reports with increasing frequency of individuals engaging in activities that implicate public health and safety, including obstructing, camping, sleeping or intending to sleep, and soliciting in certain public areas, and of persons exhibiting immoral and indecent behavior by urinating and defecating in certain public areas. The draft Ordinance presented in this item would in part continue the County's longstanding approach of addressing individuals in need of housing and/or other social services with dignity and respect. Through this Ordinance, the County's priority would continue to focus on connecting individuals with housing and human services prior to any enforcement occurring.

It should be noted that the issues described above are not unique to Leon County. Local governments across the country are similarly faced with the challenge of regulating these activities in their communities in pursuit of promoting the public health, safety, and welfare while balancing the constitutionally protected rights of the people engaged in them, many of whom are often homeless or are at risk of becoming homeless. Local governments have taken a variety of policy approaches toward addressing these issues, shaped by several recent court rulings which have changed the manner by which courts evaluate the constitutionality of local Ordinances involving soliciting and other similar topics. Based on the experiences of other local governments throughout the country, these activities often intensify rapidly in communities if left unregulated, placing additional strain on public health, social service, and law enforcement resources to serve the homeless population as well as the community at-large. Accordingly, the draft Ordinance presented in this item reflects a multi-faceted approach to proactively and lawfully addressing these activities. This approach builds upon the County's longstanding efforts to connect the homeless population with available housing and social services while also providing additional tools to enhance enforcement of potentially unlawful conduct that may result from a person's refusal to accept such services or that furthers the compelling County interests of ensuring safe and sanitary conditions throughout the County.

Importantly, the policy options presented in this item are not intended to criminalize persons based on their status, which may be involuntary – for example, persons who may be homeless. Some Federal court cases have established that laws or Ordinances that criminalize persons based on their status, as opposed to regulating specific actions or conduct, are unconstitutional. Rather, the draft Ordinance seeks specifically to preserve and improve the public health, safety, and welfare of the County's residents and visitors while at the same time enhancing community partners' ability to engage those who may need housing and/or other social services. In this regard, the County has established longstanding partnerships with the City of Tallahassee (City), the Big Bend Continuum of Care (BBCoC), and a variety of community-based homelessness service agencies

to coordinate and maximize local investments in homelessness programs and services, leverage local funding to secure additional Federal funding, and expand the current capacity in the community's homelessness service system. In just the past year, for example, the County and City have taken the following substantial actions to provide economic relief and support homeless services:

- Convened a COVID-19 Local Homeless Task Force to coordinate emergency response and mitigation.
- Partnered with the Salvation Army to open an emergency Community Relief Center for unsheltered individuals.
- Established and funded non-congregate sheltering for homeless individuals and families experiencing homeless diagnosed with COVID-19 or awaiting testing.
- Created the Tallahassee-Leon County Homeless Dashboard through Geographic Information System (GIS), bringing situational awareness and performance data across dozens of agencies.
- Established Street Outreach Teams to fill service gaps and increase access to housing resources.
- Allocated \$2.1 million in Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to homeless shelter service providers.
- Provided \$12.25 million in housing and utilities through the Leon CARES Individual Assistance Program and City CARES program to prevent evictions and utility interruptions for more than 4,900 County residents.
- Established a Landlord Risk Mitigation Fund to increase access to affordable housing for vulnerable tenants.
- Established and funded a new Landlord Liaison position within the BBCoC.
- Implemented the Leon CARES Emergency Rental Assistance Program, providing an additional \$15 million in rent and utility assistance to more than 3,100 low-income and very-low-income households.
- Approved \$6.3 million in Federal American Rescue Plan Act (ARPA) funding dedicated to homelessness.

A comprehensive report on homelessness in Tallahassee-Leon County was provided to the County and City Commissions at a joint workshop on July 13, 2021. This report provided a detailed discussion of the County's partnerships with the City and a variety of community agencies to make homelessness rare, brief, and nonrecurring. In addition to the strategies listed above, at the July 13, 2021 joint workshop, the County and City Commissions continued to enhance the community's homeless support infrastructure by approving a \$1.4 million funding partnership with the BBCoC to further support street outreach, neighborhood-based agency capacity, and permanent supportive housing. An update on these street outreach efforts in partnership with the BBCoC was also included in the December 14, 2021 agenda item which is included as Attachment #2 to this item. At the July 2021 joint workshop, the Commissions also established a new Homeless Services Category under the Community Human Services Partnership and allocated approximately \$3.8

million to this category in the upcoming FY 2023-FY 2024 funding cycle dedicated specifically to support a variety of services for the community's homeless population.

# Analysis:

The Analysis section of this item provides a discussion regarding the three public health and safety issues addressed in the draft Ordinance – soliciting, camping or sleeping, and defecating or urinating in certain public areas. A proactive, lawful, and multi-faceted approach is needed to provide adequate legal authority to regulate these activities. As stated earlier in this item, these activities often intensify in communities if left unregulated, placing further strain on the resources available to serve the homeless population as well as the community at large. As such, this item seeks Board direction as to whether to proceed with scheduling the draft Ordinance, as may be amended by the Board, to address any or all of these activities. In addition, the analysis concludes with a discussion regarding the Leon County Sheriff's Homeless Outreach Street Team (HOST) Deputies and the continued request of the Sheriff's Office to delay implementation of the draft Ordinance.

## Soliciting:

At the December 14, 2021 meeting (Attachment #2), staff recommended and the Board approved staff to develop a draft Ordinance to repeal and amend the County's existing Ordinance regarding solicitation in or on the median of any street within the County, to be consistent with more recent Federal court cases. As it relates to this Ordinance, the term "solicitation" refers to activities such as selling items or soliciting charitable donations, which are often conducted within medians or along roadways and can be hazardous to drivers and pedestrians.

To protect public safety and promote the free flow of traffic on roadways within the County, the draft Ordinance presented in this item would make it unlawful to hold a sign in a median for any reason and would apply countywide (inclusive of the City of Tallahassee). Although the City currently has a similar Ordinance governing this behavior within the City limits, which would prevail over the draft Ordinance to the extent of any conflict, the countywide draft Ordinance would continue to protect against such activity within medians in the event the City were to amend or repeal its Ordinance. In addition, State law already provides protection against unsafe activities within public streets by prohibiting any willful obstruction of a public street by impeding traffic, standing on or remaining in the street, or endangering the safe movement of vehicles or pedestrians. To provide an alternate means of communicating free speech, these activities would not be prohibited on sidewalks.

It should be noted that upon further review of the definitions contained in Chapter 316, Florida Statutes, the County Attorney has determined that regulation of activities within a street or highway as provided in section 316.2045, Florida Statutes, would apply to the entire width of a right-of-way including any sidewalks and medians. However, the draft Ordinance still would not be preempted by or in conflict with section 316.2045, Florida Statutes, as the conduct regulated under the Ordinance, i.e., holding signs in medians, merely supplements the statutory regulations. In other words, the draft Ordinance can co-exist with the state statutes because the compliance with one doesn't violate the other. In addition, the Ordinance recommends the penalties be

consistent with statutory penalties provided in Sections 316.130 and 316.2045, Florida Statutes, as may be amended. These penalties are currently \$15 per violation. The draft Ordinance presented in this item provides clear definitions of areas where the Ordinance is applicable, who the Ordinance applies to, how the Ordinance shall be enforced, and the penalties for not complying with the Ordinance.

## Camping or Sleeping in Certain Public Areas:

As discussed above, the County has recently received reports with increasing frequency of individuals obstructing, camping, sleeping, or intending to sleep on sidewalks, on benches, on private commercial properties, and in other public areas. In many instances, owners and managers of privately owned commercial properties have indicated to street outreach teams and law enforcement personnel that they have not given permission for people to camp or sleep on the property, but for various reasons are reluctant to request that law enforcement issue trespass warnings.

The draft Ordinance presented in this item provides clear definitions of areas where the Ordinance is applicable, who the Ordinance applies to, how the Ordinance shall be enforced, and the penalties for not complying with the Ordinance. Under the Ordinance, a person would be prohibited from *camping* in a *public area* without the permission of the property owner. Public areas, as defined below, include both public property as well as private property which is open to the public or generally visible to public view. As such, the activity of setting up or maintaining a tent with the intent to camp in the parking lot of a shopping mall, or of sleeping on the grounds adjacent to a sidewalk or roadway, would also be prohibited without the permission of the property owner. Following are key definitions included in the draft Ordinance related to camping or sleeping in public areas:

*Camp* or *camping* means sleeping or otherwise being in a temporary shelter outdoors, sleeping or intending to sleep outdoors, or cooking over an open flame outdoors, except that *camp* or *camping* does not include tailgating, picnicking, or other similar temporary celebratory activities conducted in good faith in connection with the occurrences of a legitimate sporting event, concert, theatrical events or other similar activity conducted by a school, college, university, professional sports association, orchestra, governmental agency, religious or civic organization or Section 501(c)(3) organization.

*Public area(s)* means an area open to the public or generally visible to public view, and includes, but is not limited to, public rights-of-way, driveways, parking lots, parks, playgrounds, plazas, and the doorways and entrances to buildings and grounds adjacent to them.

*Public right(s)-of-way* means a way open to travel by the public, including, but not limited to a roadway. The term also includes associated sidewalks and medians, and all culverts, rains, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, and tunnels used in connection therewith.

The draft Ordinance continues the County's focus on assisting homeless individuals with receiving shelter or housing assistance before any penalties can be considered. Under the draft Ordinance, if a homeless individual is found to be *camping* in a *public area* without the permission of the property owner, then a trained *Street Outreach Team member* will determine if shelter or housing assistance is needed and provide assistance in connecting the homeless individual with the shelter or housing. Pursuant to the Ordinance, *Street Outreach Team member(s)* are defined as follows:

*Street Outreach Team member(s)* shall mean persons trained as homeless outreach workers contracted or employed by an organization(s) approved by the County Administrator responsible for providing information about a variety of available social services for individuals and/or families experiencing homelessness, including, but not limited to, shelter or housing alternatives, mental health counseling, substance abuse counseling, and assistance to homeless veterans.

If a person refuses the offer of shelter or housing assistance, or if the person has been offered or received such assistance within the previous ninety days, then the person may be cited for a violation under the Ordinance. The Ordinance is clear that law enforcement may obtain compliance by way of warning, notice or education. The Ordinance is also clear that enforcement may not occur unless and until a *Street Outreach Team member* has conducted outreach efforts and a determination has been made that a shelter or housing alternative is available. However, the Ordinance also provides that if a person does not comply and law enforcement is unable to obtain compliance, then a violator may be prosecuted in the same manner as for a violation of a misdemeanor. Upon conviction, the violator is subject to a fine not to exceed \$500 or up to 60 days imprisonment or both.

As would be required by the proposed Ordinance, housing services are currently available to unsheltered individuals and families in Leon County. In coordination with the BBCoC, which is recognized by the state and federal government for planning and overseeing homeless services in the region, housing assistance resources have been enhanced over the past several months, expanding the availability of services offered by homeless service providers. As mentioned earlier, the County in partnership with the City and BBCoC have provided more than \$2.8 million to improve the facilities and operations at the homeless shelters located in Leon County (including \$2.1 million of the County's allocation of CARES Act funding) over the past 18 months. Additionally, \$6.3 million in County and City American Rescue Plan Act funding will be administered over the next two years to expand the Street Outreach Teams and increase services in the areas of shelter, diversion, prevention, and permanent supportive housing.

Through the combination of County, City, and BBCoC resources, the Street Outreach Teams engage unsheltered individuals and families to connect them with housing assistance that is currently available in the community, which includes emergency shelter (Kearney Center for single men and women, HOPE Community for families with children, Capital City Youth Services for minors, and Refuge House for domestic violence victims) and diversion which can include hotel vouchers, bus tickets, and vehicle repair to assist with returns to places of origin outside of Leon County. The availability of these resources is monitored regularly by the BBCoC in coordination with the homeless services providers through the Homeless Services Management

Information System (HMIS) operated by the BBCoC. HMIS is utilized by the providers to input client information (name, race, gender, birthdate, etc.) as well as services provided including the dates provided. The Street Outreach Teams' encounters with unsheltered individuals are also captured in HMIS including resources provided (e.g., hygiene kits, snacks, PPEs, etc.), services accepted, and services declined. Often the unsheltered individuals decline the Street Outreach Teams' initial offers of housing assistance and multiple engagement efforts are required to build relationships and foster trust that will lead to the acceptance of services.

As discussed in detail in the December 14, 2021 agenda item (included as Attachment #2 to this item), the draft Ordinance was developed based upon several other local Florida governments and recent Federal court decisions, as the rights of the homeless to camp or sleep in public places has been often litigated in the Federal court system over the past twenty to thirty years. Among the local governments reviewed in preparing this item include Sarasota County and the cities of Miami and West Palm Beach.

Through the Sarasota County Sheriff's Office, an outreach team comprised of law enforcement officers and social workers is tasked with outreach to individuals in violation of the County's prohibition of camping or storage of personal property on public property. In addition to offering available shelter and support services, the outreach team provides support to remove barriers to receiving assistance, including transportation to available shelter and short-term storage of personal belongings. While arrests are not made unless the individual refuses to receive shelter assistance, Sarasota County has experienced minimal instances where arrests were made due to such violations – notably, of the 1000+ contacts made by the outreach team in 2021, a total of four arrests were made.

Similarly, the City of Miami's Homeless Empowerment Assistance Team ("HEAT Team") leads enforcement of the City's prohibition on encampments in public places. Following initial outreach efforts, including written warnings of violations, arrests may be made upon confirmation of shelter availability and refusal of an individual to receive shelter assistance. However, the HEAT Team prioritizes direct outreach to empower individuals to take advantage of available services, rather than conducting arrests, to achieve compliance with the Ordinance. From establishment of the HEAT Team on August 2, 2021 through December 31, 2021, the team coordinated outreach with 875 individuals, 412 shelter placements, and 24 referrals to mental health and/or substance abuse services. While a total of 33 arrests were also made during this period, according to the City of Miami these arrests have been related to existing warrants or possession of narcotics.

Finally, following adoption of its Ordinance in April 2021, the City of West Palm Beach established an outreach team to lead efforts to connect individuals with shelter assistance and support services. While the Ordinance provides means of enforcement, such as issuance of citations, the City has not taken any enforcement action to date due to lack of shelter availability in the community. Accordingly, the outreach team continues to coordinate shelter placements as capacity becomes available as well as connections with other social service assistance as needed.

In accordance with the decision of the United States Eleventh Circuit Court of Appeals in *Joel v*. *City of Orlando*, 232 F.3d 1353 (11th Circ. 2000), homeless persons are not a suspect or protected

class, and sleeping outdoors is not a fundamental right. The County further recognizes that, in accordance with the *Joel* decision, prohibiting camping or sleeping in certain public areas is rationally related to the County's interest in promoting aesthetics, sanitation, public health, and safety, and furthermore, does not violate a person's Eighth Amendment right to be free from cruel and unusual punishment if fair notice is provided to persons about what conducted is prohibited. Consistent with *Joel* the draft Ordinance presented in this item can only be enforced when adequate shelter or housing assistance is available, and the individual refuses the accommodation.

As reflected in the Board options at the conclusion of this item, the Ordinance can be applicable in either only the unincorporated area of the County or countywide (inclusive of the City of Tallahassee). If approved to be implemented countywide, pursuant to the Leon County Charter, if any provisions of the Ordinance conflict with a City Ordinance, the City Ordinance would prevail. Currently, the City only has an Ordinance addressing sleeping/camping in City parks; therefore, the Ordinance would be applicable in all other areas of the City.

# Public Urination and Defecation:

Like the issues discussed above, Leon County has also received reports with increasing frequency of persons urinating or defecating in certain public areas, primarily in the downtown area. In order to provide a more effective means of enforcement, several local governments in Florida maintain local Ordinances that specifically make it unlawful to urinate or defecate in any public place not designated for such purposes or on another person's private property. Pursuant to Section 13-34(b) of the City Code, it is unlawful to urinate or defecate within a park or recreational facility owned, managed, maintained, or controlled by the City except in toilet facilities provided by the City. A violation of this section of the City's Code constitutes a noncriminal offense and carries a penalty similar to that provided for sleeping or camping within City parks; violators are subject to a warning, immediate ejection from the park, or issuance of a trespass warning by a law enforcement officer.

As such, the draft Ordinance makes it unlawful to urinate or defecate in certain public areas that have not been designated for use as a urinal or toilet. The proposed penalty under this Ordinance would be a fine of \$50.00. The Board options at the conclusion of this item also seek direction as to whether the Board wishes to consider a draft Ordinance which applies countywide or only in the unincorporated area.

# Leon County Sheriff's Office (LCSO) Homeless Outreach Street Team (HOST) Deputies

At the December 14, 2021 meeting, the Sheriff requested (Attachment #3), and the Board approved, an allocation of approximately \$491,000 in funding to support two HOST deputies for the remainder of FY 2022 and FY 2023. The Sheriff's Office is in the process of hiring and training these officers. The HOST deputies' responsibilities focus on connecting individuals and families to available housing and a variety of social services including mental health counseling, substance abuse programs, veteran assistance programs, and more. HOST deputies would be solely assigned to address issues related to homelessness and would provide enhanced services for the care of homeless citizens in the community, establishing a "boots on the ground" law enforcement presence on a regular basis and acting as a force multiplier and liaison to the BBCoC. Broadly,

the purpose of the deputies is to provide enhanced law enforcement outreach services with resources, knowledge, and training specific to assisting homeless individuals.

At the December 14, 2021 meeting, the Sheriff requested the Board's consideration to approve the funding request for the two HOST deputies and to defer action at this time on developing a draft Ordinance as discussed in the agenda item. The Sheriff continues to request the Board consider deferring action on the approval of the Ordinance and has expressed concerns regarding the potential impact of such an Ordinance on the inmate population at the Leon County Detention Facility. However, the Sheriff remains confident that the Sheriff's Office will be able to adequately address issues related to homelessness in the community with the Board's support of funding for the two HOST deputies, including connecting homeless individuals and families with affordable housing and social services in partnership with the BBCoC street outreach teams. The Sheriff's request seeks to enhance enforcement as well as outreach to the homeless community without potentially introducing these individuals to the criminal justice system. The HOST deputies will be assigned to provide law enforcement and outreach services within the Tallahassee city limits as well as the unincorporated area.

## **Conclusion**

Leon County has established longstanding partnerships with the City, the BBCoC, and a variety of community-based homelessness service agencies to coordinate and maximize local investments in homelessness programs and services, leverage local funding to secure additional Federal funding, and expand the current capacity in the community's homelessness service system. Although the COVID-19 pandemic has exacerbated existing challenges and created new challenges with respect to serving the community's homeless population, the County has continued to escalate its efforts in coordination with these partner agencies to make homelessness rare, brief, and nonrecurring.

These efforts notwithstanding, the County has recently received reports with increasing frequency of individuals obstructing, camping, sleeping or attempting to sleep, or soliciting in certain public areas, and of persons behaving immorally and indecently in certain public areas such as parks and libraries. The draft Ordinance addresses three specific public health and safety issues – soliciting, camping or sleeping in certain public areas, and defecating or urinating in certain public areas. The draft Ordinance reflects a proactive, lawful, and multi-faceted approach which would provide adequate legal authority to regulate these activities. As stated earlier in this item, these activities often intensify in communities if left unregulated, placing further strain on the resources available to serve the homeless population as well as the community at large. The approach taken in the draft Ordinance reinforces Leon County's longstanding commitment to connecting individuals in need with available shelter, housing, and services while also enhancing the tools and resources available to enforce public health and safety measures with dignity and respect for individuals struggling with homelessness.

It is important to reiterate that the issues discussed in this item are not unique to Leon County; local governments across the country are similarly faced with the challenge of regulating these activities in their communities in pursuit of promoting health, safety, and welfare while balancing the constitutionally protected rights of the people engaged in them, many of whom are often

homeless or are at risk of becoming homeless. To that end, the draft Ordinance does not criminalize those persons for being homeless. Rather, the Ordinance specifically preserves and improves the public health, safety, and welfare of the County's residents and visitors, while at the same time further enhancing outreach to those who may need housing and/or other social services. These efforts reflect the County's continued efforts to promote health, safety, and welfare for all Leon County citizens and visitors while also providing compassionate care and services to those experiencing the greatest need.

This item therefore seeks Board direction regarding whether to schedule the draft Ordinance, as may be amended by the Board, for a public hearing to be scheduled for February 8, 2022 at 6:00 p.m. As reflected in the Board options below, this item also seeks policy direction on the Ordinance being applied countywide or only the unincorporated areas of the County.

# **Options:**

- 1. Schedule the first and only Public Hearing to consider the draft ordinance which repeals Chapter 11, Article VIII of the Code of Laws Entitled Solicitation on Public Street for February 8, 2022 at 6:00 p.m.
- 2. Schedule the first and only Public Hearing to consider the draft Ordinance which amends Chapter 12 to include an Article IV to be entitled Offenses Against the Public Health, Safety and Welfare to be **applied countywide** for February 8, 2022 at 6:00 p.m.
- 3. Schedule the first and only Public Hearing to consider the draft Ordinance which amends Chapter 12 to include an Article IV to be entitled Offenses Against the Public Health, Safety and Welfare to be **applied in the unincorporated area of the County** for February 8, 2022 at 6:00 p.m.
- 4. Board direction.

# **Recommendation:**

Option #1 and Board direction for Options #2 through #4.

# Attachments:

- 1. Draft Ordinance
- 2. December 14, 2021 agenda item Consideration of Policy Options to Address Public Health and Safety Issues Related to Homelessness
- 3. Additional Information for December 14, 2021 agenda item #33

# LEON COUNTY ORDINANCE NO. 22-

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1	LEON COUNTY ORDINANCE NO. 22-								
2									
3	AN ORDINANCE OF THE BOARD OF COUNTY								
4	COMMISSIONERS OF LEON COUNTY, FLORIDA;								
5	<b>REPEALING CHAPTER 11, ARTICLE VIII OF THE CODE OF</b>								
6	LAWS OF LEON COUNTY, ENTITLED SOLICITATION ON								
7	PUBLIC STREETS; AMENDING CHAPTER 12 OF THE CODE								
8	OF LAWS OF LEON COUNTY, BY ADOPTING ARTICLE IV TO								
9	BE ENTITLED OFFENSES AGAINST THE PUBLIC HEALTH,								
10	SAFETY AND WELFARE; PROVIDING FOR CONFLICTS;								
11	PROVIDING FOR SEVERABILITY; AND PROVIDING AN								
12	EFFECTIVE DATE.								
13									
14	RECITALS								
15									
16	WHEREAS, the County has received reports with increasing frequency of persons camping,								
17	sleeping, intending to sleep, soliciting, urinating, or defecating in certain public areas; and								
18									
19	WHEREAS, the Board desires to enact an ordinance to preserve, promote, and improve the								
20	health, safety, and welfare of the County's residents and visitors, and to enhance sanitation in certain								
21	public areas, pursuant to the home rule powers of the County as set forth in Fla. Const. art. VIII, s. 1(g),								
22	F.S. s. 125.01(1), the County's home rule charter, and other applicable controlling law; and								
23									
24	WHEREAS, the Board desires to repeal Chapter 11, Article VIII of the Leon County Code of								
25	Laws, relating to solicitation on public streets, which is outdated and inconsistent with recent Federal								
26	cases; and								
27									
28	WHEREAS, the Board desires to amend Chapter 12 of the Leon County Code of Laws, by								
29	enacting a new Article IV relating to offenses against the public health, safety, and welfare;								
30									
31	BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON								
32	COUNTY, FLORIDA, that:								
33									
33 34	Section 1 Amondments to Code Chanter 11								
	<u>Section 1. Amendments to Code, Chapter 11.</u>								
35									
36	The Code of Laws of Leon County, Florida is hereby amended by repealing Chapter 11, Article								
37	VIII, entitled "Solicitation on Public Streets", in its entirety.								
38									
39	Section 2. Amendments to Code, Chapter 12.								
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40 41	The Code of Laws of Leon County, Florida, is hereby amended by adopting Article IV to								
	Chapter 12, which article shall read as follows:								
42	Chapter 12, which article shall lead as follows.								
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# ARTICLE IV. OFFENSES AGAINST THE PUBLIC HEALTH, SAFETY, AND WELFARE

#### **DIVISION 1. GENERALLY**

### Sec. 12-101. Authorization.

This article is enacted to preserve, promote, and improve the health, safety, and welfare of the County's residents and visitors, and to enhance sanitation in public areas, pursuant to the home rule powers of the County as set forth in Fla. Const. art. VIII, s. 1(g), F.S. s. 125.01(1), the County's home rule charter, and other applicable controlling law.

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# Sec. 12-102. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Median means a paved, planted, or unimproved area of land dividing lanes of a roadway.

19 Public area(s) means an area open to the public or generally visible to public view, and 20 includes, but is not limited to, public rights-of-way, driveways, parking lots, parks, playgrounds, 21 plazas, and the doorways and entrances to buildings and the grounds adjacent to them. 22

Public right(s)-of-way means a way open to travel by the public, including, but not limited to, a roadway. The term also includes associated sidewalks and medians, and all culverts, drains, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, and tunnels used in connection therewith.

*Roadway* means that portion of a public right-of-way improved, designed, or ordinarily used for travel by vehicles, exclusive of any berm, shoulder, median, or sidewalk. If a public right-of-way includes two or more separate roadways, the term "roadway" refers to any such roadway separately, but not to all such roadways collectively.

*Sidewalk* means that portion of a public right-of-way between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

*Vehicle* means a device in, upon, or by which any person or property is, or may be, transported
 upon a roadway, including, but not limited to, cars, trucks, semi-trucks, vans, buses, motorcycles,
 mopeds, bicycles, and scooters.

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- 40 Secs. 12-103 12-120. Reserved.
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	<b>DIVISION 2. SAFE USE OF PUBLIC RIGHTS-OF-WAY</b>
Sec. 12-121.	Intent.
(a)	It is the intent of this division to:
	(1) preserve, promote, and protect the public health, safety, and general welfare of the County's residents and visitors;
	(2) assure the free, orderly, undisrupted movement of vehicles on public right(s)-of- way within the County; and
	(3) provide safety for pedestrians and occupants of vehicles on public rights-of-way within the County.
	This division is intended to be narrowly tailored to serve the significant governmental ublic safety, and to leave ample alternative channels open for displaying advertising, goods and materials, and soliciting personal, business, and charitable donations.
(c) activities pro	This division is intended to apply evenhandedly to all persons who engage in the scribed in this division, regardless of the message being conveyed.
Sec. 12-122.	Applicability.
areas of the of this divisi that a munic	rovisions of this division shall apply in both the unincorporated areas and the incorporated County; provided, however, that a municipal ordinance shall prevail over any provisions on to the extent of any conflict within the boundaries of the municipality. To the extent ipal ordinance covers the same subject matter as the provisions of this division without a both the municipal ordinance and this division shall be effective, each being deemed to the other.
Sec. 12-123.	Prohibited acts.
	Il be unlawful for a person to stand or remain on any median while holding or displaying ement, sign, or other media that is for view by any occupant of a vehicle.
Sec. 12-124.	Exclusions for Activities on Roadways and Sidewalks.
	The provisions of this division shall not apply to or otherwise proscribe any activities state law, including, but not limited to, activities taking place within a roadway subject to 30 and F.S. s. 316.2045.
(b) taking place	The provisions of this division shall not apply to or otherwise proscribe any activities on a sidewalk.

#### 2 A person who violates this division shall be cited in the same manner as an infraction of 3 pedestrian regulations pursuant to F.S. s. 318.18(1) as may be amended. 4 5 Secs. 12-126 – 12-140. Reserved. 6 7 **DIVISION 3. CAMPING OR SLEEPING IN PUBLIC AREAS** 8 9 Sec. 12-141. Findings; intent. 10 11 (a) The County finds that camping or sleeping outdoors in public areas impedes the ingress and egress of vehicles and persons to and from businesses and other public areas; impedes sidewalks 12 13 and other portions of public right(s)-of-way; and is contrary to the health, safety, and welfare of the 14 County's residents and visitors. 15 The County recognizes that, in accordance with the decision of the United States 16 (b)Eleventh Circuit Court of Appeals in Joel v. City of Orlando, 232 F.3d 1353 (11th Circ. 2000), homeless 17 persons are not a suspect or protected class and that sleeping outdoors is not a fundamental right. 18 19 20 The County further recognizes that, in accordance with the Joel decision, prohibiting (c) 21 camping or sleeping in certain public areas is rationally related to the County's interest in promoting 22 aesthetics, sanitation, public health, and safety and, furthermore, does not violate a person's Eighth Amendment right to be free from cruel and unusual punishment if fair notice is provided to persons 23 about what conduct is prohibited, and if any such prohibition is enforced only if and when a sleeping 24 or camping person is informed that he or she can be accommodated in an adequate shelter space and 25 refuses the accommodation. 26 27 28 (d) The intent of this division is to provide a measured and lawful prohibition against 29 camping or sleeping in public areas, in order to: preserve and protect the public health, welfare, and 30 safety of the County's residents and visitors; promote sanitation; and maintain the aesthetics of the 31 County. 32 33 Sec. 12-142. Applicability. 34 35 The provisions of this division shall apply in both the unincorporated areas and the incorporated 36 areas of the County; provided, however, that a municipal ordinance shall prevail over any provisions 37 of this division to the extent of any conflict within the boundaries of the municipality. To the extent 38 that a municipal ordinance covers the same subject matter as the provisions of this division without 39 conflict, then both the municipal ordinance and this division shall be effective, each being deemed supplemental to the other. 40

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Sec. 12-125. Enforcement; penalties.

# Sec. 12-143. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings
ascribed to them in this section, except where the context clearly indicates a different meaning:

6 *Camp* or *camping* means sleeping or otherwise being in a temporary shelter outdoors, sleeping 7 or intending to sleep outdoors, or cooking over an open flame outdoors, except that *camp* or *camping* 8 does not include tailgating, picnicking, or other similar temporary celebratory activities conducted in 9 good faith in connection with the occurrence of a legitimate sporting event, concert, theatrical event, 10 or other similar activity conducted by a school, college, university, professional sports association, 11 orchestra, governmental agency, religious or civic organization, or Section 501(c)(3) organization.

*Street Outreach Team member(s)* shall mean persons trained as homeless outreach workers contracted or employed by an organization(s) approved by the County Administrator responsible for providing information about a variety of available social services for individuals and/or families experiencing homelessness, including, but not limited to, shelter or housing alternatives, mental health counseling, substance abuse counseling, and assistance to homeless veterans.

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# Sec. 12-143. Prohibited acts.

(a) After having been informed and given notice by a law enforcement officer that the
 following conduct is in violation of this division, and further after the completion of the Street Outreach
 Team efforts delineated in this division, it shall be unlawful for any person to engage in the following
 conduct:

- (1) Camp in a public area without permission or authorization of the owner of such public area; or
  - (2) Construct or maintain in a public area any temporary structure, tent, or other objects intended to be used for camping, without permission or authorization of the owner of such public area.
- 33 Sec. 12.144. Street Outreach Team efforts.
- (a) A violation of this division shall not be enforced against any person prior to a
   determination by a Street Outreach Team member that a shelter or housing alternative is available.
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(b) If it is determined that a person is in need of shelter or housing assistance, the Street
 Outreach Team member shall evaluate the person's shelter or housing needs and take all reasonable
 steps toward directing the person to the appropriate shelter or housing service provider, including,
 without limitation, transportation to such provider.

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1 Sec. 12-145. Enforcement; penalties.

(a) If a person refuses the Street Outreach Team members' offer of shelter or housing
assistance, or if the person has been offered or received such assistance within the previous ninety (90)
days, and the person otherwise fails to comply with this division after notice of a violation has been
provided, the person may be cited for a violation of this division.

8 (b) Nothing in this division shall prevent a law enforcement officer from obtaining
9 voluntary compliance by way of warning, notice, or education.

11 (c) A violation of this division shall be prosecuted in the same manner as misdemeanors are 12 prosecuted. Upon conviction, a person shall be punished by a fine not to exceed \$500.00 or by 13 imprisonment in the County detention facility for a term not exceeding 60 days, or by both such fine 14 and imprisonment. With respect to violations of this division that are continuous with respect to time, 15 each day the violation continues is a separate offense.

- 17 Secs. 12-146 12-160. Reserved.
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# DIVISION 4. URINATING AND DEFECATING IN PUBLIC AREAS.

21 Sec. 12-161. Findings; intent.

(a) The County finds that persons urinating and/or defecating in public areas not designated
 for use as a urinal or toilet is a public nuisance and detrimental to the health, safety, and welfare of the
 County's residents and visitors.

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(b) The County finds that prohibiting persons from urinating and/or defecating in public
areas not designated for use as a urinal or toilet is necessary and rationally related to the County's
interests in promoting aesthetics, sanitation, and public health and safety.

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# Sec. 12-162. Applicability.

The provisions of this division shall apply in both the unincorporated areas and the incorporated areas of the County; provided, however, that a municipal ordinance shall prevail over any provisions of this division to the extent of any conflict within the boundaries of the municipality. To the extent that a municipal ordinance covers the same subject matter as the provisions of this division without conflict, then both the municipal ordinance and this division shall be effective, each being deemed supplemental to the other.

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- 40 Sec. 12-163. Definitions.
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The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

45 *Defecate* or *defecation* means the act of passing the contents of the bowels to the outside of the 46 body.

1 2 3	<i>Urinate</i> or <i>urination</i> means the act of releasing urine from the urinary bladder to the outside of the body.						
4 5	Sec. 12-163.	. Prohi	bited acts.				
6 7	(a) It shall be unlawful for any person:						
8 9 10		(1)	to urinate in any public area that has not been designated for use as a urinal or toilet; or				
11 12 13		(2)	to defecate in any public area that has not been designated for use as a toilet.				
14	Sec. 12-164.	. Excep	tions.				
15 16 17	The	provisio	ns of this division shall not apply to children five years of age or younger.				
18	Sec. 12-165.	. Enfor	cement; penalties.				
19 20 21 22 23	-		to violates this division shall be fined in the amount of \$50.00. All other remedies equity, including injunction, remain available to the County, even after issuance of				
24	Section 3. (	Conflict	<u>s.</u>				
25 26 27 28 29	repealed to t County 2030	the exter 0 Comp	es or parts of ordinances in conflict with the provisions of this ordinance are hereby nt of such conflict, except to the extent of any conflicts with the Tallahassee-Leon rehensive Plan as amended, which provisions shall prevail over any parts of this inconsistent, either in whole or in part, with the said Comprehensive Plan.				
30 31	Section 4. S	Severab	<u>ility.</u>				
32 33 34 35 36	competent ju	irisdicti	phrase, clause, section, or portion of this Ordinance is declared by any court of on to be void, unconstitutional, or unenforceable, then all remaining provisions and inance shall remain in full force and effect.				
37	Section 5. H	Effectiv	e Date.				
38 39	This	ordinan	ce shall have effect upon becoming law.				
40							

1	DONE, ADOPTED AND PASSED by the	he Board of County Commissioners of Leon County,
2	Florida, this day of	, 2022.
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4		LEON COUNTY, FLORIDA
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6		
7	By:	
8		Bill Proctor, Chair
9		Board of County Commissioners
10		
11	ATTESTED BY:	
12	Gwendolyn Marshall Knight, Clerk of Court	
13	& Comptroller, Leon County, Florida	
14		
15		
16	By:	
17		
18		
19	APPROVED AS TO FORM:	
20	Chasity H. O'Steen, County Attorney	
21	Leon County Attorney's Office	
22		
23		
24	By:	

# Leon County Board of County Commissioners Agenda Item #33 December 14, 2021

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
Title:	Consideration of Policy Options to Address Public Health and Safety Issues Related to Homelessness

Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney			
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator			
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator Dan Rigo, Senior Assistant County Attorney			

# **Statement of Issue:**

This item provides a report on public health and safety issues related to homelessness as well as a series of policy options the Board may wish to consider to address them. These policy options reflect a multi-faceted approach which seeks to preserve and improve the public safety, health, and welfare of the County's residents and visitors while at the same time further enhancing outreach to those who may be in need of housing and/or other social services.

# **Fiscal Impact:**

This item has a fiscal impact. Option #2 would reallocate approximately \$491,000 from the County's disbursement of Coronavirus Local Fiscal Recovery Funds to the Leon County Sheriff's Office (LCSO) budget. This funding would support two Homelessness Outreach Street Team (HOST) deputies whose responsibilities would focus on connecting individuals and families to available housing and services. The personnel and operating cost per position is approximately \$80,000 for the remainder of FY 2022 and \$100,000 for FY 2023. The first-year costs also include initial capital assets including a vehicle, radio, and equipment totaling \$67,000 per position. Adequate funding is available from unexpended Coronavirus Local Fiscal Recovery Fund reserves.

#### **Staff Recommendations:**

Option #1: Direct staff to develop a draft ordinance to repeal Chapter 11, Article VIII of the Code of Laws of Leon County.

And direction on options #2 and #3.

### **Report and Discussion**

### **Background:**

As discussed by the Board during the October 12, 2021 meeting, this item presents a report on public health and safety issues related to homelessness. With respect to these issues, this item also provides policy options based on practices adopted by other local governments that the Board may wish to consider to promote the health, safety, and welfare of Leon County's residents and visitors and enhance sanitation in certain public areas. Recently, the County has received reports with increasing frequency of individuals obstructing, camping, sleeping or intending to sleep, or soliciting in certain public areas, and of persons exhibiting immoral and indecent behavior by urinating and defecating in certain public areas.

While Chapter 11, Article VIII of the Code of Laws of Leon County currently prohibits soliciting in or on the median of any street within the County (Ordinance), which includes selling items or soliciting charitable donations, the LCSO has determined that it will not enforce this Ordinance as it relates to soliciting, as rulings in Federal court cases decided after the County adopted the Ordinance have established that soliciting is a form of constitutionally protected free speech. In addition to the Ordinance, the County Code at Section 13-59 prohibits soliciting in County parks. The County Attorney agrees that certain parameters must be met to regulate soliciting in certain public areas, therefore this item presents options for Board consideration that address both the legal and enforceability issues.

With regard to sleeping or camping in certain public areas, the only County Code provisions that address these activities are those found in Chapter 13 pertaining to the regulation of camping in County parks, as will be further detailed below. The acts of public urination and defecation, however, are not addressed in the County Code. As such, and as described in detail in the Analysis section of this item, law enforcement agencies in Leon County must rely on existing state and local laws which, for the most part, do not provide adequate legal authority to fully address some of the activities for which the County is receiving complaints.

It should be noted that the issues described above are not unique to Leon County. Local governments across the country are similarly faced with the challenge of regulating these activities in their communities in pursuit of promoting the public health, safety, and welfare while balancing the constitutionally protected rights of the people engaged in them, many of whom are often homeless or are at risk of becoming homeless. As discussed in the Analysis section, local governments have taken a variety of policy approaches toward addressing these issues, shaped by several recent court rulings which have changed the manner by which courts evaluate the constitutionality of local ordinances involving soliciting and other similar topics. Based on the experiences of other local governments throughout the country, these activities often intensify rapidly in communities if left unregulated, placing additional strain on public health, social service, and law enforcement resources to serve the homeless population as well as the community at large. Accordingly, the policy options presented in this item reflect a multi-faceted approach to proactively and lawfully address these activities. This approach builds upon the County's longstanding efforts to connect the homeless population with available housing and social services while also providing additional tools to enhance enforcement of potentially unlawful conduct that

may result from a person's refusal to accept such services or that furthers the compelling County interests of insuring safe and sanitary conditions throughout the County.

Importantly, the policy options presented in this item are not intended to criminalize persons based on their status, which may be involuntary – for example, persons who may be homeless. As the Analysis section of this item discusses in detail, some Federal court cases have established that laws or ordinances that criminalize persons based on their status, as opposed to regulating specific actions or conduct, are unconstitutional. Rather, these policy options seek specifically to preserve and improve the public health, safety, and welfare of the County's residents and visitors while at the same time enhancing community partners' ability to engage those who may be in need of housing and/or other social services. In this regard, the County has established longstanding partnerships with the City of Tallahassee (City), the Big Bend Continuum of Care (BBCoC), and a variety of community-based homelessness service agencies to coordinate and maximize local investments in homelessness programs and services, leverage local funding to secure additional Federal funding, and expand the current capacity in the community's homelessness service system. In just the past year, for example, the County and City have taken the following substantial actions to support homeless services:

- Convened a COVID-19 Local Homeless Task Force to coordinate emergency response and mitigation.
- Partnered with the Salvation Army to open an emergency Community Relief Center for unsheltered individuals.
- Established and funded non-congregate sheltering for homeless individuals and families experiencing homeless diagnosed with COVID-19 or awaiting testing.
- Created the Tallahassee-Leon County Homeless Dashboard through Geographic Information System (GIS), bringing situational awareness and performance data across dozens of agencies.
- Established Street Outreach Teams to fill service gaps and increase access to housing resources.
- Allocated \$2.1 million in Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to homeless shelter service providers.
- Provided \$12.25 million in housing and utilities through the Leon CARES Individual Assistance Program and City CARES program to prevent evictions and utility interruptions for more than 4,900 County residents.
- Established a Landlord Risk Mitigation Fund to increase access to affordable housing for vulnerable tenants.
- Established and funded a new Landlord Liaison position within the BBCoC.
- Implemented the Leon CARES Emergency Rental Assistance Program, providing an additional \$15 million in rent and utility assistance to more than 3,100 low-income and very-low-income households.
- Approved \$6.3 million in Federal American Rescue Plan Act (ARPA) funding dedicated to homelessness.

A comprehensive report on homelessness in Tallahassee-Leon County was provided to the County and City Commissions at a joint workshop on July 13, 2021 (Attachment #1). This report provides a detailed discussion of the County's partnerships with the City and a variety of community agencies to make homelessness rare, brief, and nonrecurring. In addition to the strategies listed above, at the July 13, 2021 joint workshop, the County and City Commissions continued to enhance the community's homeless support infrastructure by approving a \$1.4 million funding partnership with the BBCoC to further support street outreach, neighborhood-based agency capacity, and permanent supportive housing. At the July 2021 joint workshop, the Commissions also established a new Homeless Services Category under the Community Human Services Partnership and allocated approximately \$3.8 million to this category in the upcoming FY 2023-FY 2024 funding cycle dedicated specifically to support a variety of services for the community's homeless population.

During the September 14, 2021 meeting, the Board requested an update on the BBCoC's street outreach program. In addition to providing an analysis of policy options to address the activities described above, the Analysis section of this item provides an update on street outreach teams' activities and on the use of the additional homeless services funding authorized earlier this year by the County and City Commissions.

# <u>Analysis:</u>

The Analysis section of this item begins by providing an update on the BBCoC's street outreach program as requested by the Board during the September 14, 2021 meeting. Following this, the item lays out the existing Florida statutes that address to varying degrees prohibited activities within certain public areas and highlights any statutory conflicts to avoid in the Board's consideration of any potential regulation. Finally, the item provides a discussion regarding the three public health and safety issues discussed earlier in the Background section - camping or sleeping, soliciting, and behaving immorally or indecently in certain public areas - accompanied by an analysis of policy options the Board may wish to consider to address each activity based upon practices adopted by other local governments and consistent with state and Federal law. The County has collaborated with the BBCoC, the City, and a variety of other partner organizations for many years to connect homeless individuals with emergency shelter, housing, and services. However, a proactive, lawful, and multi-faceted approach is needed in order to provide adequate legal authority to regulate these activities. As stated earlier in this item, these activities often intensify in communities if left unregulated, placing further strain on the resources available to serve the homeless population as well as the community at large. As such, this item seeks Board direction as to whether to direct staff to develop a draft ordinance addressing any or all of these activities.

# Update on the Big Bend Continuum of Care Street Outreach Program:

During the May 11, 2021 meeting, the Board directed staff to engage local law enforcement partners, the Florida Department of Transportation, and commercial and private property owners to address public safety concerns regarding homeless encampments located along West Pensacola Street and open camping within the state right-of-way near the intersection of U.S. 90 and Capital Circle. Subsequently, on September 14, 2021, the Board requested an update on the BBCoC's

street outreach program. This subsection provides up-to-date information regarding street outreach teams' activities and on additional homeless services funding authorized earlier this year by the County and City Commissions.

The street outreach teams' efforts focus primarily on homeless encampments. Encampments are generally located in various rights-of-way around the County, easements, wooded areas behind neighborhoods and shopping centers, parks, libraries, and on undeveloped private properties. As discussed above, the number of unsheltered individuals in the community increased during the COVID-19 pandemic due to CDC guidelines for COVID-19 mitigation in emergency homeless shelters. As a result, these services partially transitioned to "non-congregate" locations such as hotels; in addition, many not-for-profit and faith-based organizations suspended homeless services to prevent the spread of the virus. Presently, local street outreach teams engage unsheltered individuals and encampments twice weekly to offer services and resources such as hygiene kits, snacks, and personal protective equipment (PPE). Street outreach teams also advise individuals as to when encampments may be in violation of local or state laws, including trespassing, and offer to connect individuals to available housing services.

In May 2021, the street outreach team coordinated with City Code Enforcement and the Tallahassee Police Department to inform individuals in two encampments – one in a vacant lot at 2230 West Pensacola Street and another in a wooded area near the intersection of U.S. 90 and Capital Circle – that these encampments must be vacated due to accumulated trash and debris in violation of City code. The Kearney Center also re-opened its facility on Municipal Way in May 2021; the outreach team coordinated with the Kearney Center to provide emergency shelter to individuals in these encampments who accepted housing assistance. The outreach team also coordinated with the City to remove the trash on these properties once they were vacated. Although several of the individuals living at the encampments accepted housing assistance, others did not and have established encampments in other areas of the community and have attempted to return to areas that were vacated. The outreach team continues to engage these individuals to connect them with available housing assistance.

Also in May 2021, the County and City allocated a total of \$6,272,000 in American Rescue Plan Act (ARPA) funding to further support homeless services. Approximately \$375,000 was allocated to the BBCoC for the expansion of street outreach services, including hiring up to ten individuals over the next two years who have successfully exited homelessness to engage those currently experiencing homelessness or housing instability, complementing the existing professional staff currently involved in these efforts. This additional staffing will enable the street outreach teams to expand their efforts from twice weekly to 3-4 times per week, working primarily with homeless individuals and families living in vehicles and in homeless encampments to connect them with available resources in the community including shelter services, as well as diversion and prevention programs. This will also provide employment experience for those hired to serve on the outreach team. According to the BBCoC, this enhancement of the outreach team will directly serve approximately 250 individuals and families, increase homeless prevention services, and reduce the rate of those returning to homelessness. On November 5, 2021, the BBCoC issued a request for proposal (RFP) to recruit additional local agencies to provide outreach personnel and case management in Tallahassee-Leon County. The RFP closed on November 12, 2021 with four

proposals submitted. County and City staff, as well as members of the BBCoC Board, will serve on the RFP committee to review proposals. Awards are expected to be made in mid to late December 2021 with agreements executed in January 2022 with the awarded agencies.

#### Florida Statutes Addressing Prohibited Activities Within Certain Public Areas:

In researching the issues presented in this agenda item, the County Attorney has identified several Florida statutes that address, to varying degrees, prohibited activities within certain public areas. With regard to regulating activities within rights-of-way, four separate statutory provisions, as outlined below, will need to be considered to ensure any proposed ordinance is not preempted and does not conflict with any statute:

- Sec. 316.130 Pedestrians; traffic regulations
  - Prohibits a person from (i) walking upon the portion of a roadway paved for vehicular traffic when sidewalks are provided, or (ii) standing in the portion of a roadway paved for vehicular traffic for the purpose of soliciting a ride, employment, or business from the occupant of any vehicle.
  - Applies only to the width of the street open to vehicular traffic, including any bicycle lanes; does not apply to sidewalks, medians, or any area of the right-of-way outside the boundary lines of the vehicular way.
  - Violators shall be cited for a pedestrian violation, punishable by a \$15 fine.
  - Per Sec. 316.002, it is unlawful for any local authority to pass or attempt to enforce any ordinance in conflict with Chapter 316, Florida Statutes.
- Sec. 316.2045 Obstruction of public streets, highways, and roads
  - Prohibits a person from willfully obstructing the use of a public street by: (i) impeding traffic; (ii) standing on or remaining in the street; or (iii) endangering the safe movement of vehicles or pedestrians. But does not prohibit a local government from issuing a special event permit as authorized by law.
  - Applies only to the width of the street open to vehicular traffic, including any bicycle lanes; does not apply to sidewalks, medians, or any area of the right-of-way outside the boundary lines of the vehicular way.
  - Violators shall be cited for a pedestrian violation, punishable by a \$15 fine.
  - Per Sec. 316.002, it is unlawful for any local authority to pass or attempt to enforce any ordinance in conflict with Chapter 316, Florida Statutes.
- Sec. 337.406 Unlawful use of state transportation facility right-of-way; penalties
  - Prohibits any use of the right-of-way of any state transportation facility outside of an incorporated municipality in any manner that interferes with the safe and efficient movement of people and property.
  - Applies only to the right-of-way of state-owned transportation facilities outside of the City limits, except that any portion of a state transportation facility may be used

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for an art festival, parade, fair, or other special event if permitted by the appropriate local government. Also, local governments <u>may</u> issue permits for the temporary use of the right-of-way of a state transportation facility for any otherwise prohibited use if it is determined that the use will not interfere with the safe and efficient movement of traffic and the use will cause no danger to the public.

- A "transportation facility" is any means for the transportation of people or property which is constructed, operated, or maintained from public funds. A "right-of-way" is land in which the state, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility.
- Violations constitute a second-degree misdemeanor punishable by imprisonment for no more than 60 days or a fine not to exceed \$500, or a combination of both, and each day a violation continues to exist constitutes a separate offense.
- Sec. 861.011 Obstructing transportation facility
  - Prohibits any person from obstructing any public transportation facility by fencing across or into it or by willfully causing any other obstruction.
  - Applies to any public transportation facility; not limited to state transportation facility, nor limited to outside City limits.
  - Violations constitute a second-degree misdemeanor punishable by imprisonment for no more than 60 days or a fine not to exceed \$500, or a combination of both, and each day a violation continues to exist constitutes a separate offense.

With regard to regulating public urination and defecation, the County Attorney has researched the following two statutory provisions to determine any applicability to these issues:

- Sec. 800.03 Exposure of sexual organs
  - Prohibits a person from exposing or exhibiting his or her sexual organs in public in a vulgar or indecent manner
  - Applies only to a lascivious exposure of a sexual organ that involves a lustful, sexual indulgence; Florida courts have held that urinating in public is not a violation.
- Sec. 877.03 Breach of peace; disorderly conduct
  - Prohibits acts of a nature to corrupt the public morals, or outrage the sense of public decency, or affect the peace and quiet of persons who may witness them.
  - Florida courts have held that urination in public is such an act and would violate this statute.
  - According to the LCSO, disorderly conduct is not an exception to the warrant requirement for a misdemeanor arrest unless it occurs on the premises of a licensed public lodging establishment; unless a law enforcement officer personally observes the conduct, the officer cannot make a warrantless arrest and would first have to obtain a warrant to make an arrest.

Title:	Consideration	of Policy	Options to	Address	Public	Health	and	Safety	Issues	Related	to
	Homelessness										
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• Violations constitute a second-degree misdemeanor punishable by imprisonment for no more than 60 days or a fine not to exceed \$500, or a combination of both.

#### Camping or Sleeping in Certain Public Areas:

As discussed above, the County has recently received reports with increasing frequency of individuals obstructing, camping, sleeping, or intending to sleep on sidewalks, on benches, on private commercial properties, and in other public areas. In many instances, owners and managers of privately owned commercial properties have indicated to street outreach teams and law enforcement personnel that they have not given permission for people to camp or sleep on the property, but for various reasons are reluctant to request that law enforcement issue trespass warnings.

Chapter 13 of the Code of Laws of Leon County, pertaining to parks and recreation, is the only Chapter within the County Code that addresses camping or sleeping in certain public areas. The term "camping" is defined in Sec. 13-26 of the County Code to mean "temporary stays for recreational purposes. The term 'camping' specifically does not include use of the facility as a primary residence or use of the facility by transients with no permanent residence." The degree of regulation of camping within Chapter 13 depends on the classification of the County park. For Class I parks, which are those normally having a boat launching area but not necessarily any auxiliary facilities, there is no specific language that would prohibit a person from camping other than to the extent, pursuant to Sec. 13-66(c), such a person would not be allowed to remain in the park between sunset and sunrise. For Class II and Class III parks, which are the parks developed to the point of having restrooms, picnic shelters, campsites, and ball fields, camping is permitted only in designated areas. The City of Tallahassee's Code of General Ordinances (City Code), in Chapter 13 pertaining to parks and recreation, specifically addresses sleeping in addition to camping in the parks and recreational facilities owned, managed, maintained, or controlled by the City. Sec. 13-34 of the City Code prohibits persons from sleeping or reclining in a horizontal position on park benches or tables, sleeping or otherwise remaining in any bushes, shrubs, or other foliage, or sleeping during any hours when the park is closed to public use. In addition, camping in any City park is prohibited unless specifically authorized by the parks director. A violation constitutes a noncriminal offense and is cause for a warning, immediate ejection from the park, or issuance of a trespass warning for up to 180 days. If the trespass warning is violated, the violator may be arrested and charged with a first-degree misdemeanor punishable by imprisonment for no more than one year or a fine not to exceed \$1,000, or a combination of both.

The rights of the homeless to camp or sleep in public places has been often litigated in the Federal court system over the past twenty to thirty years. In the most recent ruling from the U.S. Eleventh Circuit Court of Appeals, which is binding on the U.S. District Court, Northern District of Florida with jurisdiction here, the court considered a claim by a homeless person that the City of Orlando's Code provision prohibiting camping in public violated his Eighth Amendment constitutional right to be free of cruel and unusual punishment, as well as his Fourteenth and Fifth Amendment rights to equal protection and due process. *Joel v. City of Orlando*, 232 F.3d 1353 (11th Cir. 2000). In that case, Orlando's Code defined the term "camping" to include sleeping or otherwise being in a temporary shelter out-of-doors, sleeping out-of-doors, or cooking over an open flame or fire out-of-doors. Such conduct was prohibited on all public property, except as specifically authorized by

the appropriate governmental authority, and was also prohibited on all property in Orlando used for residential purposes unless permission and consent of the property owner was granted. In addressing the equal protection claim under the Fourteenth Amendment, the court first followed the rulings of several other Federal courts which held that homeless persons are not a suspect or protected class and that sleeping outdoors is not a fundamental right. The court then determined that the plaintiff failed to prove that Orlando's Code provision was enacted for the purpose of discriminating against the homeless and, accordingly, a disparate effect on the homeless did not violate equal protection. The court was also not persuaded that Orlando's Code was impermissibly vague on its face and as-applied to plaintiff sufficient to run afoul of the Fifth Amendment because his conduct was clearly within the scope of the conduct prohibited in the Orlando Code and, when read in context with a handbook promulgated by Orlando to assist the police in enforcing the code, was sufficiently specific that a person of ordinary intelligence could reasonably understand the conduct that was prohibited. Finally, with regard to the alleged violation of plaintiff's Eighth Amendment right to be free of cruel and unusual punishment, the court distinguished this case from other Federal cases that held a homeless person's Eighth Amendment rights had been violated. The rulings in those cases explicitly relied on the lack of sufficient homeless shelter space, which those courts reasoned made sleeping in public involuntary conduct for those who could not get shelter. In this case, however, the court found that the Orlando presented unrefuted evidence that homeless shelter resources, including those available on a 3.3-acre campus in downtown Orlando that charged a one dollar per day fee and was open 24 hours a day, had never reached maximum capacity and that no individual was ever turned away for lack of available space or failure to pay the one dollar daily fee. In other words, the Orlando Code did not criminalize involuntary behavior or a person's status and, instead, punished conduct.

Considering the analysis and holding in the *Joel* case, the Board may enact an ordinance that prohibits camping or sleeping in certain public areas, subject to certain parameters. Such an ordinance must ensure that fair notice is provided to persons about what conduct is prohibited, and any such ordinance must only be enforced if and when a sleeping or camping person is informed that he or she can be accommodated in an adequate shelter space and refuses the accommodation.

The cities of Sarasota, Miami, and West Palm Beach are examples of local governments that have recently adopted ordinances addressing these issues. Each of these cities' ordinances makes it unlawful to camp or sleep in public places to varying degrees, subject to either warnings or outreach. Arrests are not made unless the individual refuses to receive shelter assistance. The Sarasota and West Palm Beach ordinances require a law enforcement officer to also provide transportation to the available shelter. Sarasota and West Palm Beach also prohibit constructing or maintaining tents or other objects that are used for camping, lodging, sleeping, or housing on certain property without the permission of the property owner.

Should the Board wish to consider a draft ordinance prohibiting camping or sleeping in certain public areas, it is recommended that such an ordinance be drafted with provisions similar to the City of West Palm Beach ordinance (Attachment #2) which, consistent with the *Joel* case, applies to both public and private properties to which the public has access, provides for extensive outreach efforts by law enforcement personnel to assist people who are in need of housing assistance and other social services, and ensures that shelter space is available before taking any enforcement action. In addition, any proposed ordinance would not be preempted by or conflict with the

statutory provisions discussed earlier in this item. The Board options at the conclusion of this item also seek direction as to whether the Board wishes to consider a draft ordinance which applies countywide or only in the unincorporated area. The Board may enact an ordinance that applies countywide. However, as provided by Sec. 1-6(1) of the Home Rule Charter of Leon County, a municipal ordinance adopted by the City would prevail over a County ordinance to the extent of any conflict within the municipal boundaries. There is currently no City ordinance that addresses camping or sleeping in public other than the ordinance discussed earlier in this subsection which prohibits sleeping in City parks.

Also, as discussed in further detail later in this agenda item, the LCSO has requested funding to support two Homeless Outreach Street Team (HOST) deputies to conduct the type of outreach contemplated in the *Joel* case as well as in the Sarasota and West Palm Beach ordinances. Option #2 at the end of this item would provide this policy direction. Additional information regarding this request is provided under the subsection "Consideration of Funding to Support LCSO Homeless Outreach Street Team (HOST) Deputies" later in this item.

# Soliciting:

As discussed in the Background section above, Chapter 11, Article VIII of the Code of Laws of Leon County (Ordinance) currently prohibits soliciting in or on the median of any street within the County, which includes selling items or soliciting charitable donations. The Ordinance provides exceptions for any acts authorized as an exercise of one's constitutional right to picket or to legally protest and acts authorized by a permit duly issued by a lawful authority. The first violation of Ordinance results in a written warning issued by a law enforcement officer, a second violation is punishable by a fine not to exceed \$100.00, and subsequent violations are punishable by a fine not to exceed \$500.00. The Article does not prohibit a person from engaging in these activities on a sidewalk, road shoulder, or other parts of a public right-of-way outside the median of a street. However, because the Ordinance contains exceptions for some types of solicitation but not others, it is not consistent with the Federal cases decided since the Ordinance's adoption, which would consider the Ordinance a content-based regulation rather than the required content-neutral.

The Leon County Sheriff's Office (LCSO) recently issued Legal Training Bulletins 2019-10 and 2019-11 (Attachment #3). The bulletins cited rulings in Federal court cases decided after the County adopted the Ordinance which established that panhandling and solicitation are forms of free speech protected by the First Amendment to the U.S. Constitution. As such, Bulletin 2019-10 indicated that the Florida Highway Patrol has suspended or limited its enforcement of certain state statutes which generally prohibit solicitation along any public street, highway, or road. The bulletin advised LCSO to similarly suspend or limit its enforcement of these statutes in the same manner. Likewise, Bulletin 2019-11 advised LCSO's law enforcement personnel to no longer enforce the Ordinance as it relates to solicitation.

In addition to the cases cited in the LCSO's legal bulletins, the U.S. Supreme Court issued a ruling in *Reed v. Town of Gilbert*, 135 S.Ct. 2218 (2015), which has resulted in a fundamental change to the manner by which courts evaluate the constitutionality of local ordinances involving solicitation, panhandling, and other interactions between pedestrians and drivers. Generally, public rights-of-way, including streets, medians, and sidewalks, are considered public forums

protected by the First Amendment to the U.S. Constitution, and the solicitation of money or another thing of value is considered a form of protected speech. Although a government may regulate speech in these forums, if the regulation is "content based" – that is, if it targets speech based on its communicative content – it is presumably unconstitutional and may be justified only if the government proves that the regulation is the least restrictive means of advancing a compelling governmental interest (i.e., if "strict scrutiny" is applied.) If a regulation is "content-neutral", however, it faces a lower burden (i.e., "intermediate scrutiny") and may be allowed as long as the restrictions are narrowly tailored to serve a significant governmental interest and leave open ample alternative channels for communication of the information.

In *Reed*, the Supreme Court addressed a constitutional challenge to a municipality's sign ordinance that applied different rules to different signs based on the information conveyed in the sign. For example, ideological signs were treated differently from directional signs. In evaluating the First Amendment implications of these rules, the Supreme Court re-articulated the standard for when regulation of speech is considered "content-based." Essentially, the Court held that any law that requires the audience to distinguish one kind of speech from another by reference to the message being conveyed requires strict scrutiny. Prior to *Reed*, courts found that ordinances that allowed some kinds of speech, but did not allow others, were subject to intermediate scrutiny. However, *Reed* makes it clear that an ordinance that allows some types of solicitation, but does not allow others, is likely not "content-neutral," and therefore must pass the strict scrutiny analysis. Since *Reed*, Florida courts (and in fact, courts nationwide) have routinely held that local ordinances applying different rules to begging or soliciting for alms than to other forms of solicitation are unconstitutional. In summary, based on recent Federal court rulings, a local government may enact an ordinance regulating solicitation, as long as it:

- Is content-neutral (i.e., does not distinguish one kind of speech from another based on the message conveyed);
- Is narrowly tailored to address a compelling governmental interest; and
- Leaves open ample alternative channels of communication.

As a result, many local governments, including the City, have adopted ordinances in recent years which take various content-neutral approaches to soliciting within public rights-of-way as a means to enhance safety for drivers and pedestrians. In 2018, the City adopted Ordinance No. 18-O-17 (Attachment #4) which made it unlawful for a pedestrian to make physical contact or exchange any item with the occupant of a vehicle in a lane of traffic and vice-versa. Under the City's ordinance, it is also unlawful to hold or display an advertisement, sign, or other media in a median for any reason. The ordinance leaves open alternative channels of communication by affirmatively allowing these activities to occur on sidewalks as long as there is no exchange of documents, money, etc. with a person in a vehicle.

To protect public safety and promote the free flow of traffic on roadways within the County, the Board may wish to consider a draft ordinance with language similar to that adopted by the City. Such an ordinance would apply in the unincorporated area and would make it unlawful to hold a sign in a median for any reason. To provide an alternate means of communicating free speech, these activities would not be prohibited on sidewalks. The ordinance would not be preempted by

or in conflict with any of the statutory provisions discussed earlier in this item as long as regulation under the ordinance is limited to the medians and any other areas outside the boundaries of the vehicular travel lanes. In addition, in order to be consistent with statutory penalties provided in Sections 316.130 and 316.2045, Florida Statutes, it is recommended that the penalty for any violation of the ordinance be limited to a pedestrian violation of \$15.

Regardless of the Board's direction on a new draft ordinance, the existing Ordinance will need to be repealed and amended to be consistent with the Federal cases that have been decided since its adoption in 1997. As stated earlier in this item, the County Attorney agrees with the LCSO that certain parameters, currently not contained within the Ordinance, must be met to regulate soliciting in certain public areas. By repealing the Ordinance as it currently exists, it can be amended to add the elements needed to satisfy the parameters analyzed in recent Federal cases.

# Public Urination and Defecation:

Like the issues discussed above, Leon County has also received reports with increasing frequency of persons urinating or defecating in certain public areas, primarily in the downtown area. As detailed in the statutory provisions discussed earlier in this item, Florida law criminalizes unlawfully exposing or exhibiting one's sexual organs (commonly known as "indecent exposure"); however, Florida courts have clarified that an indecent exposure offense requires lascivious exposure of a sexual organ, meaning the exposition or exhibition involves an "unlawful indulgence in lust, eager for sexual indulgence." For example, in Duvallon v. State, 404 So.2d 196 (Fla. 1st DCA 1981), the court opined that "[i]n order for nudity to be prosecutable under section 800.03, Florida Statutes [the indecent exposure statute], there must be a lewd or lascivious exhibition or exposure of sexual organs." As such, public nudity alone or an act such as urinating in public does not, by itself, constitute a lewd or lascivious act and, therefore, does not amount to indecent exposure. As an alternative to the indecent exposure statute, law enforcement officers have relied upon the public indecency statute, discussed earlier, as a means to enforce urinating or defecating in public. However, the effectiveness of this law is dependent upon the law enforcement officer actually witnessing the act and then being able to make a warrantless arrest or obtaining a warrant based upon sufficient probable cause.

In order to provide a more effective means of enforcement, several local governments in Florida maintain local ordinances that specifically make it unlawful to urinate or defecate in any public place or on another person's private property. Pursuant to Section 13-34(b) of the City Code, it is unlawful to urinate or defecate within a park or recreational facility owned, managed, maintained, or controlled by the City except in toilet facilities provided by the City. A violation of this section of the City's Code constitutes a noncriminal offense and carries a penalty similar to that provided for sleeping or camping within City parks; violators are subject to a warning, immediate ejection from the park, or issuance of a trespass warning by a law enforcement officer.

As such, the Board may wish to consider a draft ordinance making it unlawful to urinate or defecate in certain public areas that have not been designated for use as a urinal or toilet. The Board options at the conclusion of this item also seek direction as to whether the Board wishes to consider a draft ordinance which applies countywide or only in the unincorporated area.

# Consideration of Funding to Support LCSO Homeless Outreach Street Team (HOST) Deputies:

In addition to the policy options discussed above, the LCSO has requested funding to support two HOST deputies whose responsibilities would focus on connecting individuals and families to available housing and a variety of social services including mental health counseling, substance abuse programs, veteran assistance programs, and more. The request from the LCSO is separate from any policy action the Board may take regarding the activities discussed in this item. HOST deputies would be solely assigned to address issues related to homelessness and would provide enhanced services for the care of homeless citizens in the community, establishing a "boots on the ground" law enforcement presence on a regular basis and acting as a force multiplier and liaison to the BBCoC. Broadly, the purpose of this initiative is to provide enhanced law enforcement outreach services with resources, knowledge, and training specific to assisting homeless individuals.

The request from the LCSO seeks approximately \$491,000 in funding to support two HOST deputies for the remainder of FY 2022 and FY 2023. The personnel and operating cost per position would be approximately \$80,000 for the remainder of FY 2022 and \$100,000 for FY 2023. The first-year costs would also include initial capital assets including a vehicle, radio, and equipment totaling \$67,000 per position. Adequate funding is available from the County's unexpended Coronavirus Local Fiscal Recovery Fund reserves. If approved by the Board, the LCSO would explore grant opportunities for continued funding to support these positions beyond FY 2023.

# Conclusion:

As discussed throughout this item, Leon County has established longstanding partnerships with the City, the Big Bend Continuum of Care (BBCoC), and a variety of community-based homelessness service agencies to coordinate and maximize local investments in homelessness programs and services, leverage local funding to secure additional Federal funding, and expand the current capacity in the community's homelessness service system. Although the COVID-19 pandemic has exacerbated existing challenges and created new challenges with respect to serving the community's homeless population, the County has continued to escalate its efforts in coordination with these partner agencies to make homelessness rare, brief, and nonrecurring.

These efforts notwithstanding, the County has recently received reports with increasing frequency of individuals obstructing, camping, sleeping or attempting to sleep, or soliciting in certain public areas, and of persons behaving immorally and indecently in certain public areas such as parks and libraries. Additionally, evolving case law has changed the way that courts evaluate the constitutionality of local ordinances involving solicitation; as a result, the LCSO and other law enforcement agencies have suspended enforcement of laws and ordinances that target speech based on its content. Considering these factors, existing state and local laws do not provide law enforcement agencies with adequate legal authority to respond to the specific activities discussed in this item.

This item provided a report on three specific public health and safety issues – camping or sleeping in certain public areas, soliciting, and behaving immorally or indecently in certain public areas – as well as policy options the Board may wish to consider to address them. These policy options

reflect a proactive, lawful, and multi-faceted approach which would provide adequate legal authority to regulate these activities. As stated earlier in this item, these activities often intensify in communities if left unregulated, placing further strain on the resources available to serve the homeless population as well as the community at large. The approach described in this item reinforces Leon County's longstanding commitment to connecting individuals in need with available shelter, housing, and services while also enhancing the tools and resources available to enforce public health and safety measures with dignity and respect for individuals struggling with homelessness.

In summary, this item recommends the Board direct staff to develop a draft ordinance to repeal and amend the County's existing Ordinance regarding solicitation to be consistent with recent Federal cases, as reflected in Option #1 below. In addition, the item seeks policy direction as to whether the Board wishes to consider a draft ordinance addressing any or all of the following activities, as reflected in Option #2:

- a. Camping or sleeping in certain public areas, or constructing or maintaining any tent, structure, or other objects intended to be used for camping or sleeping in certain public areas (including whether such an ordinance should apply countywide or only in the unincorporated area);
- b. Soliciting of any kind in medians (in the unincorporated area only, similar to the City's ordinance that addresses within City limits); and/or
- c. Urinating or defecating in certain public areas (including whether such an ordinance should apply countywide or only in the unincorporated area).

Finally, this item seeks the Board's consideration of a funding request from the Leon County Sheriff's Office to support two HOST deputies to provide enhanced law enforcement outreach to the homeless population. Should the Board wish to approve this funding request, Option #3 is provided below to do so.

It is important to reiterate that the issues discussed in this item are not unique to Leon County; local governments across the country are similarly faced with the challenge of regulating these activities in their communities in pursuit of promoting health, safety, and welfare while balancing the constitutionally protected rights of the people engaged in them, many of whom are often homeless or are at risk of becoming homeless. To that end, the policy options presented in this item are not intended to criminalize those persons for being homeless. Rather, these policy options seek specifically to preserve and improve the public health, safety, and welfare of the County's residents and visitors, while at the same time further enhancing outreach to those who may be in need of housing and/or other social services. These efforts reflect the County's continued efforts to promote health, safety, and welfare for all Leon County citizens and visitors while also providing compassionate care and services to those experiencing the greatest need.

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# **Options:**

- 1. Direct staff to develop a draft ordinance to repeal Chapter 11, Article VIII of the Code of Laws of Leon County.
- 2. Direct staff to develop a draft ordinance to address any or all of the following:
  - a. Camping or sleeping in certain public areas, or constructing or maintaining any tent, structure, or other objects intended to be used for camping or sleeping in certain public areas (including whether such an ordinance should apply countywide or only in the unincorporated area);
  - b. Soliciting of any kind in medians (in the unincorporated area only, similar to the City's ordinance that addresses within City limits); and/or
  - c. Urinating or defecating in certain public areas (including whether such an ordinance should apply countywide or only in the unincorporated area).
- 3. Approve the reallocation of \$490,817 in funding from the County's allocation of Coronavirus Local Fiscal Recovery Funds under the American Rescue Plan Act to the Leon County Sheriff's Office budget to support two additional deputies dedicated to homelessness response and approve the associated Budget Amendment and Resolution (Attachment #5).
- 4. Accept the report on public health and safety issues related to homelessness and take no further action.
- 5. Board direction.

# **Recommendations:**

Options #1 and *direction for Options #2 and #3*.

#### Attachments:

- Report on Homelessness in Tallahassee-Leon County Joint City/County Workshop; July 13, 2021
- 2. City of West Palm Beach, Florida Ordinance No. 4934-21; adopted May 3, 2021
- 3. Leon County Sheriff's Office, Legal Training Bulletins 2019-10 and 2019-11
- 4. City of Tallahassee Ordinance No. 18-O-17
- 5. Budget Amendment and Resolution



# Leon County Government #3 INTEROFFICE MEMO

**TO:** Honorable Chairman and Members of the Board

**FROM:** Vincent S. Long, County Administrator

DATE: December 13, 2021

SUBJECT:December 14, 2021 Board Meeting<br/>Additional Information Regarding Agenda Item #33

This memorandum provides additional information regarding Agenda Item #33, "Consideration of Policy Options to Address Public Health and Safety Issues Related to Homelessness," scheduled for the December 14, 2021 Board of County Commissioners Meeting. While the County has been working closely with the Sheriff's Office in the development of this item, the Sheriff has requested that an additional policy option be presented to the Board for consideration.

Agenda Item #33 provides a report on public health and safety issues related to homelessness as well as a series of policy options the Board may wish to consider to address them. The item recommends the Board direct staff to develop a draft ordinance to repeal the County's existing Ordinance regarding solicitation to be consistent with recent Federal cases. In addition, the item seeks policy direction as to whether the Board wishes to consider a draft ordinance addressing any or all of the following activities, as reflected in Option #2:

- a. Camping or sleeping in certain public areas, or constructing or maintaining any tent, structure, or other objects intended to be used for camping or sleeping in certain public areas (including whether such an ordinance should apply countywide or only in the unincorporated area);
- b. Soliciting of any kind in medians or otherwise with anyone in a vehicle on a vehicular travel lane, including bicycle lanes (in the unincorporated area only, as the City currently has an ordinance that addresses this within City limits); and/or
- c. Urinating or defecating in certain public areas (including whether such an ordinance should apply countywide or only in the unincorporated area).

Finally, the item seeks the Board's consideration of a funding request from the Leon County Sheriff's Office to support two Homeless Outreach Street Team (HOST) deputies which would provide enhanced law enforcement outreach to the homeless population in partnership with the Big Bend Continuum of Care (BBCoC) street outreach program.

The Sheriff has requested the Board's consideration to approve the funding request for the two HOST deputies and to defer action at this time on developing a draft ordinance as discussed in the agenda item. The County has been working closely with the

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Sheriff's Office to coordinate the potential development and implementation of an ordinance as described in the item, should the Board provide the policy direction to do so. As we continue coordinating with the Sheriff's Office in this regard, the Sheriff has expressed preliminary concerns regarding the potential impact of such an ordinance on the inmate population at the Leon County Detention Facility. However, he is confident that the Sheriff's Office will be able to adequately address issues related to homelessness in the community with the Board's support of funding for the two HOST deputies, including connecting homeless individuals and families with affordable housing and social services in partnership with the BBCoC street outreach teams. The Sheriff's request seeks to enhance enforcement as well as outreach to the homeless community without potentially introducing these individuals to the criminal justice system. The HOST deputies would be assigned to provide law enforcement and outreach services within the Tallahassee city limits as well as the unincorporated area.

As such, the Board may wish to approve the Sheriff's funding request for the HOST deputies and defer the development of a draft ordinance. If so, the Sheriff would provide a report to the Board six months after the HOST deputies have been deployed on the effectiveness of the implementation of these deputies working with BBCoC street teams. To effectuate this option, an additional Option #5 is provided below for Agenda Item #33, which would approve the funding request for HOST deputies, defer the development of an ordinance to address public health and safety issues related to homelessness at this time, and direct staff to provide a status report on the effectiveness of the implementation of Leon County Sheriff's Office HOST deputies in summer 2022.

<<Revised Board Options for Agenda Item #33 provided on the following page>>

# Leon County Government #3 Page 3 of 3 INTEROFFICE MEMO

# **Options:**

- 1. Direct staff to develop a draft ordinance to repeal Chapter 11, Article VIII of the Code of Laws of Leon County.
- 2. Direct staff to develop a draft ordinance to address any or all of the following:
  - a. Camping or sleeping in certain public areas, or constructing or maintaining any tent, structure, or other objects intended to be used for camping or sleeping in certain public areas (including whether such an ordinance should apply countywide or only in the unincorporated area);
  - b. Soliciting of any kind in medians or otherwise with anyone in a vehicle on a vehicular travel lane, including bicycle lanes (in the unincorporated area only, as the City currently has an ordinance that addresses this within City limits); and/or
  - c. Urinating or defecating in certain public areas (including whether such an ordinance should apply countywide or only in the unincorporated area).
- Approve the reallocation of \$490,817 in funding from the County's allocation of Coronavirus Local Fiscal Recovery Funds under the American Rescue Plan Act to the Leon County Sheriff's Office budget to support two additional deputies dedicated to homelessness response and approve the associated Budget Amendment and Resolution (Attachment #5).
- 4. Accept the report on public health and safety issues related to homelessness and take no further action.
- 5. <u>Approve the options outlined in the additional information memo including:</u>
  - a. <u>Approve the reallocation of \$490,817 in funding from the County's allocation of Coronavirus Local Fiscal Recovery Funds under the American Rescue Plan Act to the Leon County Sheriff's Office budget to support two additional deputies dedicated to homelessness response and approve the associated Budget Amendment and Resolution (Attachment #5);</u>
  - b. <u>Defer action on the development of an ordinance to address public health</u> <u>and safety issues related to homelessness at this time; and</u>
  - c. <u>Direct staff to provide a status report on the effectiveness of the implementation of Leon County Sheriff's Office HOST deputies in summer 2022 and consider the development of an ordinance at that time.</u>
- 6. Board direction.

## **Recommendations:**

Options #1 and *direction for Options* #2 through #5.

cc: Chasity H. O'Steen, County Attorney

# Leon County Board of County Commissioners

Notes for Agenda Item #20

# Leon County Board of County Commissioners

# Agenda Item #20

**January 25, 2022** 

To:	Honorable Chairman and Members of the Board	
From:	Vincent S. Long, County Administrator	
Title:	Library of Things for the Leon County Public Library	7

<b>Review and Approval:</b>	Vincent S. Long. County Administrator	
Department/ Division Review:	Vincent S. Long, County Administrator Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Heather Peeples, Senior Policy Analyst Pamela Monroe, Library Director	
Lead Staff/ Project Team:	Brenda Rutten, Library Services Coordinator Mark Francis, Library Services Coordinator Mary Douglas, Library Services Coordinator Sharonda Williams, Library Services Coordinator	

### **Statement of Issue:**

This item seeks Board approval to establish the Library of Things for the Leon County Public Library and provides a status update on the Essential Libraries Initiative. This item also seeks Board adoption of the associated policy changes needed to implement the program.

### **Staff Recommendation:**

- Option #1: Authorize staff to establish the Library of Things for the Leon County Public Library.
- Option #2: Accept the Status Update on the Essential Libraries Initiative.
- Option #3: Adopt the proposed new revised Policy 'Loan of Library Materials and Equipment' (Attachment #1) and thereby repealing the current Policy No. 98-12 'Loan of Library Materials' and Policy No. 98-14 'Overdue Library Materials'.

#### **Report and Discussion**

#### **Background:**

This item seeks Board approval to establish the Library of Things for the Leon County Public Library and provides a status update on the Essential Libraries Initiative. This item also seeks Board adoption of the associated policy changes needed to implement the program.

A Library of Things is a collection of items other than books that are loaned to patrons at no charge. Collections often include items such as small kitchen appliances, tools, gardening equipment, games, and electronics. Currently, the Leon County Public Library offers a few items in this category, such as mobile hotspots, telescopes, and seeds. Many public libraries have developed or expanded their Library of Things to support community goals. As will be discussed later in the background section of this item, the Library of Things for Leon County's Public Library will be an invaluable resource in addressing many of the concerns identified in the 'Addressing Poverty and Inequities in 32304' and 'Food Insecurity at Neighborhood Block Group Level' reports presented to the Board during the November 9, 2021 regular meeting. The analysis section will summarize how the Library of Things is an important element of the Essential Libraries Initiative, and as directed by the Board, will support the ongoing efforts to address poverty, inequities and food insecurities within in the 32304-zip code as well as areas within the 32310-zip code.

The Library of Things Program advances the following FY2017-FY2021 Strategic Initiative:

• Implement the Leon County Essential Libraries Initiative. (2020-9)

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

- (G2) Sustain a culture of performance, and deliver effective, efficient services that exceed expectations and demonstrate value.
- (Q2) Provide relevant library offerings which promote literacy, life-long learning and social equity.

And the Essential Libraries Initiative Focus Area: Arts and Humanities:

• (A1) Offer a diverse physical and digital collection that supports the needs and interests of the community.

The idea of "lending libraries" has been around since the 1970s. The aim at the time was to provide access to tools and information for a community in need. Today, the concept of a sharing community has taken on a global tone and the Library of Things concept can now be found in libraries all over the world. The economic impact of a Library of Things is immeasurable as it helps residents reduce waste by not purchasing items that end up in landfills later; it is cost effective since it provides free access to items needed only for short term or occasional use; and it helps to create equity by providing free access to items for residents who cannot afford to purchase them.

Over the past few years there has been an emphasis on poverty, inequity, and food insecurity within the 32304-zip code as well as areas within the 32310-zip code. Two reports presented to and approved by the Board during the November 9, 2021 meeting, 'Addressing Poverty and Inequities in 32304' and 'Food Insecurity at Neighborhood Block Group Level', highlight the importance of the Essential Libraries Initiative in addressing some the most critical needs of these communities and improving the socioeconomic outcomes of low-income residents and families. Since the Board's adoption of the Essential Libraries Initiative in June 2021, the Library has already taken steps that help address many of these issues and improve the quality of life for residents living in these areas. For example, last year the Board approved the implementation of the Library's Homework Hub that provides virtual one-on-one tutoring to K-8<sup>th</sup> grade students, homework help clinics, and demonstrations of online studying tools. The Library also implemented a summer program to teach young children skills such as multi-step directions; fine motor skills; pre-literacy skills; and hygiene and cleanliness. Workforce development activities such as the partnership with CareerSource have also helped those seeking employment. Additionally, in November 2021, Leon County held its first one-day job fair at the B.L. Perry Branch Library by hiring 43 people at the event. The Seed Library and programming that supports it is also a resource that helps to address food insecurity in some neighborhoods. Programming and other training that will complement the Library of Things will be further detailed in the analysis portion of the item.

The Library of Things will allow registered Leon County Public Library cardholders the opportunity to "check out" nontraditional items from the library as a "try before you buy" option with no cost to the patron unless the item is damaged or lost. By loaning electronic devices and home tools, libraries are also providing low-income residents equitable access to resources that enhance digital literacy, home improvement and maintenance, provide access to healthy and sustainable food sources, and offers resources that develop and build skills to improve employment opportunities and economic mobility.

Additionally, libraries are encouraging appreciation of our natural resources and promoting health and wellness by loaning recreational items and encouraging the use of local parks and greenways. The Library of Things will circulate items such as garden tools; outdoor games; tools for home repair; and other items requested by the citizens of Leon County. The Library of Things will continue to be expanded through citizen input and feedback to address even more community needs and interests.

### Analysis:

While the decision to curate a Library of Things for Leon County residents stems from the Essential Libraries Initiative, considerations of the categories, as well as specific items selected, were based upon a review of the Frenchtown Neighborhood First Plan, input from the Library Advisory Board and Friends of the Library, as well as a general patron survey. A review of best practices indicates, that as libraries grow and transform, the community-based approach to librarianship shows an increase in meeting the needs of patrons with materials that cultivate not only a love for books and reading but also a sense of service and outreach to residents.

As referenced in the report 'Addressing Poverty and Inequities in 32304' The Frenchtown Neighborhood First Plan outlines areas that the Library can have a dramatic impact on residents through all six focus areas of the Essential Libraries Initiative, including Placemaking and Neighborhood Image and Health and Neighborhood Empowerment. As directed by the Board, staff will coordinate with the City of Tallahassee on Library Programs that align with the Neighborhood First Plan. The Office of Human Services and Community Partnerships has identified a need for resources and basic items in the 32304 and 32310 service areas. With high poverty rates, many of the residents will find the Library of Things is an important resource in establishing and maintaining a healthy lifestyle and a sense of community pride. The 'Food Insecurity at Neighborhood Block Group Level' report emphasized that utilizing items that will be available through the Library of Things can help ease the burden of deciding between purchasing food items that lack nutrition but are affordable and planting a garden that is healthy and sustainable for their families. Recreational items will be available as well because an active lifestyle significantly impacts health and wellbeing.

While the offerings will contribute greatly to improving the social and economic outcomes for residents in the 32304 and 32310 zip codes, the Library of Things will ensure that all residents of Leon County have equal access to items that promote home improvement, preserve the environment, healthy lifestyles, and an improved quality of life. Items in the Library of Things collection will include but are not limited to:

Tools and outdoor equipment	Music	Recreation	Miscellaneous
Mechanics tool set	Keyboards	Outdoor games	GoPro Cameras
Stud finder	Drum pads w/	Disc golf	Photo scanner
Gardening tools	drumsticks	Tennis racquets w/	Microscope
Shovels	Tambourines	balls	Converter VHS to
Rakes	Record player	Horseshoes	DVD or Digital
Wheelbarrow			
Ladder			
Pressure washer			
General tool set			

Item use will be evaluated yearly to determine its value to the collection and targeted marketing strategies. Through partnerships, community input (surveys conducted in 2021) and area trends, new items will be introduced to the collection and programming expanded to address the need. Funding to support the program will be provided through continuous donations from the Friends of the Library.

The proposed new revised Policy 'Loan of Library Materials and Equipment' (Attachment #1) incorporates the use of items exclusively available through the Library of Things collection and includes a User Agreement and Liability Waiver and General Release which defines the acceptable uses of the various items. The Policy also includes patrons' responsibility for overdue or lost

materials. The proposed Policy will replace Policy No. 98-12 'Loan of Library Materials', and also replace Policy No. 98-14, 'Overdue Library Materials'.

Residents 18 and older will be able to use their library card to reserve items in the Library of Things catalog by providing a picture identification along with their library card at the time of checkout. There is a two-item limit per patron with a two-week checkout time. Patrons will incur normal fines as indicated in the proposed revised new Policy. The User Agreement and Liability Waiver and General Release must be signed by the patron at the time of checkout.

Patron input and an assessment of the items use and maintenance will be ongoing. The inventory will be expanded based on feedback. Regular wear and tear on items will be assessed as items are returned, however patrons will only be charged if items are damaged outside of normal use. Maintenance of items will be addressed by volunteers and staff. Warranties will be purchased for items when available.

### Training/Programming

By leveraging existing partnerships and fostering new ones with human service agencies and corporate neighbors, new programming and training will be developed, and existing activities will be enhanced to support the Library of Things collection. Examples of programming for FY 2022 and FY 2023 include:

- Seed Library: To further current efforts addressing food insecurity, the Seed Library that has been in existence since 2013 will be expanded. In the Spring and Fall of each year the Library, through a partnership with Cooperative Extension's Master Gardner's Program provides seeds for "checkout" by encouraging residents to grow their own fruits and vegetables. Items to borrow will include gardening tools and equipment and tutorials on planting and proper use of the equipment.
- Leon County Outdoors Program: A series of workshops that bridge library resources and guest speakers with outdoor activities in conjunction with Parks and Recreation and the Florida Fish and Wildlife Commission. This program is detailed in a separate December 14<sup>th</sup> agenda item for the Florida Humanities Council Community Project Grant. Items to borrow will include Kayaks, binoculars, fishing poles, and birding backpacks. The items may be purchased for the Library of Things over time if the pending grant is not awarded.
- **Spring Home Expo**: In conjunction with the Office of Sustainability and Division of Housing Services, the Library of Things will have the opportunity to introduce new homeowners to tools and other items for checkout. Home improvement and maintenance items as well as outdoor equipment will be available.
- **Big Read Kick-Off**: The annual Big Read is an eight week, themed, county-wide book club that introduces the community to a title with programming and activities. Items featured will include outdoor games.

Upon Board approval, The Library of Things will launch on January 31 and be housed at the Main Library which is centrally located and easily accessible through public and private transportation. The Office of Community and Media Relations will promote the Library of Things through all social media platforms as well as the Library's Special Edition Newsletter. By showcasing the items available in the Library of Things and offering programming that demonstrates their value and offer instruction in the proper use of equipment and tools, the Leon County Public Library can provide new opportunities to learn new skills and help support the environment, healthier lifestyles, and an improved quality of life for all residents.

### **Options:**

- 1. Authorize staff to establish the Library of Things for the Leon County Public Library.
- 2. Accept the status update on the Essential Libraries Initiative.
- 3. Adopt the proposed new revised Policy 'Loan of Library Materials and Equipment' (Attachment #1) and thereby repealing the current Policy No. 98-12, 'Loan of Library Materials' and Policy No. 98-14, 'Overdue Library Materials'.
- 4. Board direction.

#### **Recommendation:**

Options #1 through #3

Attachment:

1. Proposed new revised Policy 'Loan of Library Materials and Equipment'

# Board of County Commissioners Leon County, Florida

Policy No. 22-XX

Title:	Loan of Library Materials and Equipment
Date Adopted:	January 25, 2022
Effective Date:	January 25, 2022
Reference:	Chapter 257, Florida Statutes
Policy Superseded:	Policy No. 98-12, "Loan of Library Materials" revised April 8, 2014; Policy No. 98-14, "Overdue Books and Materials" revised April 8, 2014

It shall be the Policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 98-12 "Lona of Library Materials", adopted by the Board of County Commissioners on April 8, 2014 and Policy No. 98-14 "Overdue Library Materials", adopted on April 8, 2014, are hereby repealed and superseded, and a new policy "Loan of Library Materials and Equipment" is adopted in its place, to wit:

The LeRoy Collins Leon County Public Library provides the free lending of library materials to eligible borrowers in accordance with Chapter 257, Florida Statutes.

The purpose of this policy is to establish a procedure to accomplish the loaning of materials and equipment as well as the return of, or the payment for overdue, lost or damaged materials and equipment. The policy also establishes a procedure for assessing fines for overdue Library materials.

Attached to this policy and incorporated herein are the procedures for implementing the Loan of Library Materials and Equipment Policy.

The Board of County Commissioners may amend these procedures from time to time as it deems appropriate in the best interest of the citizens of Leon County.

#### I. Loan Periods & Maximum Number of Items by Type

Loan periods and the maximum number of items that can be borrowed vary by material type. They are:

Loan Period	Material Type *	Maximum Number	
7 days	DVDs	6	
21 days	Books	50	
-	Compact discs (CDs)	6	
Varies	Other materials (by type)	As determined by the Library Director with the approval of the County Administrator	
Varies (Loan periods set by the lending library)	Interlibrary Loans	5	

#### II. Revision of Loan Periods & Maximum Numbers

Loan periods and maximum numbers may be revised by the Library Director, with the approval of the County Administrator, to meet changing needs for library service.

#### III. Overdue Library Materials & Equipment

The procedure for obtaining the return of overdue materials will apply to those materials that are overdue as of January 25, 2022.

- A. An overdue notice shall be sent to the delinquent patron when an item becomes 21 days overdue, informing the patron of the overdue status and the possibility of further action.
- B. If no response is received, within 21 more days, a bill is sent to the patron requesting payment for the item(s). Quarterly, the Leon County Attorney sends a letter to patrons whose overdue/lost accounts total more than \$100, requesting that the item(s) be returned, and all fees and fines paid and stating that if there is no response or payment is not made, the County Attorney will utilize a collection agency and any other appropriate forum that may be necessary thereafter to collect the fees and fines.
- C. No Library materials or equipment may be borrowed for any Library patron identified as being delinquent in returning borrowed Library materials, nor shall a new Library card be issued to a patron being identified as delinquent until all accrued fines and fees have been paid. If overdue materials are identified by the patron as lost, replacement value of the materials and a processing charge shall be paid by the patron (see Section IV).

D. Fees and fines for overdue materials shall be:

### i. Print Materials

The overdue fine for print materials in the general circulating collections shall be \$.10 per day beginning at the time the Library closes on the date the item is due. The maximum fine for each overdue adult print item shall be \$3. The maximum fine for each overdue children's print item shall be \$1.

### ii. CDs & DVDs

The overdue fine for CDs and DVDs in the general circulating collections shall be \$1 per day beginning at the time the Library closes on the date the item is due. The maximum fine for each overdue CD or DVD shall be \$10.

### iii. Reference Materials

Reference materials are occasionally loaned based on patron need and the public use of the material at the time of the loan. The overdue fine shall be \$5 per day, per item, with a maximum fine of \$50 or the replacement cost of the item, whichever is less.

### iv. Non-Print Materials and Equipment

The overdue fines for non-print materials and equipment, including the items that are part of the Library of Things Program (See Section V), shall be \$5 per day, per item, per item, with a maximum fine of \$50.

### IV. Lost or Damaged Materials and Equipment

Library materials and equipment reported lost or damaged beyond repair by the borrower shall require a payment of the replacement value of the item and a processing fee of \$5 per hardback book or non-print item and \$2 per cataloged paperback book. If the item is found and returned to the Library within one year, in satisfactory condition, with the library cash register receipt received at the time of payment for the item, the price paid for the item plus the processing fee shall be refunded to the borrower. Overdue fines are not charged on lost or damaged materials.

The borrower will pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition of items and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the items. Borrowers who do not pay replacement costs are banned from checking out further items.

Borrowers may replace lost or damaged materials. A new copy of the lost or damaged item may be presented to the library in lieu of payment for the item. The item must be in the same format and have the same ISBN or UPC number. A processing fee of \$5 per hardback book or non-print item and \$2 per paperback book.

In cases, of hardship, such as loss or damage due to documented theft accident or fire, the Library Director may waive charges, fines or fees.

#### V. Library of Things Program

A Library of Things is a collection of items other than books that are loaned to patrons at no charge. To participate in the Library of Things Program, borrowers shall at a minimum meet the following criteria:

- A. Be at least 18 years of age. Photo identification is required.
- B. Have an active LeRoy Collins Leon County Public Library card.
- C. By taking possession of any item, certifying that they are capable of using it in a safe and proper manner and will only use the item(s) for its intended use. Leon County staff is not available to assist in explaining the operation of items, or the delivery or pick up of items.
- D. At all times exercise due care in the handling, operation, care, and storage of any borrowed item and will return item(s) in the same (or better) condition as they were issued, excluding normal wear and tear. All items must be returned clean.
- E. If an item is returned late, pay the late fee of \$5 per day, per item, with a maximum fee of \$50 plus a processing fee of \$5. The Library may replace severely delinquent items, not returned within 21 days of the due date, holding the Borrower responsible for the full replacement cost. Any outstanding fines must be paid in full before Borrower may borrow additional items.
- F. Pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition of items and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the items. Borrowers who do not pay replacement costs are banned from checking out further items.
- G. Agree to comply with all of the provisions of this policy and signed all required forms including the Library of Things User Agreement and Liability Waiver and General Release (See "Appendix A")

#### V. Amnesty and Alternatives

The Library does not accept or participate in alternative programs for paying Library fines. This includes amnesty, fine-free days, and proposals in which other goods are given in lieu of paying fines, for example, donating canned goods in lieu of paying overdue fines.

Adopted January 25, 2022

## LeRoy Collins Leon County Public Library Library of Things User Agreement and Liability Waiver and General Release

Name ("Borrower")			 	
Address			 	
Phone			 	
Library Card #				
Are you at least 18 years of age?	Yes	No		

I understand that this information may be subject to verification.

#### Borrower Agrees:

- By signing this Library of Things User Agreement, Liability Waiver and General Release (hereinafter referred to as the "Agreement") that I have read and fully understand Leon County Policy No. XX-XX, Loan of Library Materials and Equipment Policy (hereinafter referred to as the "LLM Policy").
- 2. To abide by all terms and conditions applicable to my participation in the LeRoy Collins Leon County Public Library System's Library of Things (hereinafter referred to as the "LoT") program as specified in the LLM Policy.
- 3. The Leon County Public Library system staff is not available to assist in explaining the operation of items, or the delivery or pick up of items.
- 4. By taking possession of any item, I am certifying that I am capable of using it in a safe and proper manner and will only use the item(s) for its intended use.
- 5. That while participating in LoT, I will, at all times exercise due care in the handling, operation, care, and storage of any borrowed item and will return item(s) in the same (or better) condition as they were issued, excluding normal wear and tear. All items must be returned clean.
- 6. To pay for the loss of or damage to any item and further agrees to accept the Library's assessment of condition of items and to further agree to the Library's assessment of fair restitution for damage, dirtiness, delinquency, and/or loss of items in part or in total. This restitution amount could equal the full replacement cost of the items. Borrowers who do not pay replacement costs are banned from checking out further items.
- 7. If an item is returned late, I am responsible for the late fee. This late fee is \$5 per day and is capped at \$50. The Library may replace severely delinquent items, not returned within 21 days of the due date, holding the Borrower responsible for the full replacement cost. Any outstanding fines must be paid in full before Borrower may borrow additional items.

- 8. Leon County Board of County Commissioners and the LeRoy Collins Leon County Public Library System (collectively, the "County") reserves the right to use appropriate steps to retrieve delinquent items or unpaid fines and fees, including the use of a collection agency and/or any available remedies at law or in equity and assess the delinquent Borrower with the costs of any such action, including reasonable attorney's fees and costs.
- 9. Failure to return any borrowed item or returning a borrowed item severely damaged may result in the County exercising its right to seek any available remedies at law or in equity.

#### **Liability Waiver and General Release**

- 10. The County makes no representation concerning the fitness of any tool for any particular use. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the County may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.
- 11. I acknowledge and understand that by participating in the LoT, I am exposing myself to all risks, known and unknown associated with utilizing any borrowed item(s), and I expressly assume such risks.
- 12. I expressly represent and warrant I am entering into this Agreement voluntarily and except for the terms and conditions outlined in this Agreement and Policy 98-12, no other promises or inducements have been offered. I further agrees that I have read and fully understand this Agreement, including but limited to, my rights and obligations under this Agreement and the Policy.
- 13. I agree that the County is not responsible for any manufacturing defects in quality of workmanship or materials inherent in any borrowed item.
- 14. I will not allow any other individual to use any tool I borrow from the LoT. I understand that it is solely my responsibility to ensure I am the only individual using the item(s). I further understand that the County is not responsible for any injuries or damage resulting from the use of any items by any unauthorized person.
- 15. I recognize that there are particular risks associated with the borrowing and use of items from LoT and, in order to participate in this program, on my behalf and behalf of my heirs, executors, and assigns, I do hereby waive liability and release and forever discharge Leon County, Florida, and the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally from all manner of actions or cause of action, suits, debts, claims, damages, injuries or death whatsoever, in law or equity, which I might have against Leon County, Florida, and the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally by reason of any cause or thing whatsoever. This release and waiver includes, but is not limited to, waiver of all claims, suits and causes of action based upon negligence or tortuous act or conduct by Leon County, Florida, or the Board of County Commissioners of Leon County, their agents, officials, officers, departments, and employees, jointly and/or severally. I realize that by virtue of this provision, I am waiving specific

rights of recovery for injuries, death or damages which I may suffer and other rights which I may have knowingly done so by execution of this Library of Things User Agreement, Liability Waiver and General Release.

For the mutual consideration contained herein, by signing below I affirm that the information that I have provided in this Agreement is current, true, and correct. I further affirm I have read, I fully understand, and will comply with Policy No. 22-XX "Loan of Library Materials and Equipment" and this Library of Things User Agreement, Liability Waiver and General Release.

Name:

Signature: \_\_\_\_\_

Date \_\_\_\_/\_\_\_/\_\_\_\_

# Leon County Board of County Commissioners

Notes for Agenda Item #21

# Leon County Board of County Commissioners Agenda Item #21

**January 25, 2022** 

То:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Authorization to Proceed with Drafting an Ordinance Creating a Process for Designating County Roads for Golf Cart Operation

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney		
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, Director of Public Works		
Lead Staff/ Project Team:	Charles Wu, Director of Engineering Services Emily Pepin Bouza, Assistant County Attorney		

### **Statement of Issue:**

This item seeks Board authorization to proceed with developing an ordinance creating a process for application and review of requests for golf cart operation on County roads.

### **Fiscal Impact:**

This item has no current fiscal impact. However, if the proposed ordinance is developed and adopted, the applicant would be responsible for an application fee and costs associated with the installation of signs designating a road for golf cart operation. The County would be responsible for all sign maintenance.

#### **Staff Recommendation:**

Option #1: Authorize staff to proceed with drafting an ordinance creating a process for the application and review of requests for the operation by golf carts on County roads.

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#### **Report and Discussion**

#### **Background:**

This item seeks Board authorization to proceed with developing an ordinance to create a process for application and review of requests for golf cart operation on County roads. Leon County has received requests to allow golf cart operation on County-maintained roads and on sidewalks adjacent to County roads but does not have a policy or ordinance in place providing guidance to evaluate or approve said requests. At this time, staff does not recommend the inclusion of a process for designating golf cart use on sidewalks given the additional requirements imposed by the state, the lack of qualified requests, and other safety considerations.

According to Chapter 316, Florida Statutes (F.S.), State Uniform Traffic Control, a golf cart may be operated only upon a county road located within the jurisdiction of the county that has been designated by a county as appropriate for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed and to reference any applicable ordinances. Chapter 316, F.S., also refers to a process that allows a county to designate sidewalks for use by golf carts by ordinance after consideration of similar statutory safety criteria.

This item provides an analysis of state laws regarding the operation of golf carts on public roads, describes the home rule authority of local governments to allow their use on local roads, and recommends the safety criteria and process for the County to evaluate and approve requests to operate golf carts on local roadways. Should the Board authorize staff to proceed, an agenda item will come back with the proposed Ordinance seeking to schedule a public hearing to adopt the proposed Ordinance.

### Analysis:

Section 320.01(22), F.S., defines a "golf cart" as a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. There are other low-speed vehicles and "street legal" golf carts that are governed by a separate set of rules and can operate on roads so long as they have the required equipment, are registered with the Florida Department of Highway Safety and Motor Vehicles and are operated by a licensed driver. For the sake of this item, this discussion is limited to "golf carts" as they are defined in Section 320.01(22), F.S.

Any violation of the use of golf carts is punishable as a noncriminal traffic infraction pursuant to Florida Statutes or local ordinance corresponding thereto enacted by the County. Primary responsibility for enforcement is the Sheriff's Office. Golf cart operators must comply with local and state traffic laws and may be ticketed for traffic and parking violations in the same manner as for motor vehicles. Title: Authorization to Proceed with Drafting an Ordinance Creating a Process for Designating County Roads for Golf Cart Operation
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#### Designation of County Roads

The operation of a golf cart upon a public road or street is prohibited except as authorized by a county or municipality pursuant to Section 316.212, F.S. This statute allows for a golf cart to be operated on a public road where the local government with jurisdictional control over that road, determines that golf carts may safely travel on or across the public road or street, while considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Once designated, the local government must post appropriate signs to indicate that such operation is allowed. If a County street is located within the jurisdiction of a municipality, that municipality must designate the street as appropriate for golf cart usage. The County may not designate a state road for use by golf carts but, with FDOT approval, can authorize the crossing of state roads by golf cart.

Local governments may restrict the use of golf carts on public roadways between sunrise and sunset, or determine that a golf cart may be operated during hours between sunset and sunrise if the golf cart is equipped with headlights, brake lights, turn signals, and a windshield. All golf carts must be equipped with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and the rear. A golf cart may not be operated on public roads or streets by any person under the age of 14. More restrictive operation and equipment is preempted by state law, except as they relate to unlicensed drivers only. If such additional restrictions are put into place for unlicensed drivers, the County must adopt an ordinance addressing those restrictions and must post signs to notify that such ordinance exists.

Staff reviewed the policies and/or ordinances for golf carts on public roads in 14 counties and 3 cities in Florida. There are largely two types of designation processes across the State:

Designation Process A: Develop criteria by ordinance and an application process.

Many communities have adopted an ordinance creating a process by which a person can apply to be designated as a "golf cart community" or to designate a segment of road for golf cart usage to be approved by Resolution or other authorization after the County Engineer has considered the appropriateness of the road against the criteria set forth in the ordinance.

<u>Designation Process B</u>: Designation by individual ordinances upon request.

Some communities, including City of Tallahassee, have adopted ordinances listing specific streets or communities where golf carts are allowed, together with the regulations such usage must follow. These ordinances were adopted by local governments at the request of specific neighborhoods to utilize this statutory process because they do not have a separate defined process.

Staff is recommending Designation Process A to authorize golf carts to be driven on County roads because it provides an opportunity for the Board to determine the parameters to ensure safety through a standardized evaluation process. The process also allows the Board to create an application fee that will cover the costs of administering the process; advertising, if any; and the

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required sign postage. The estimated cost to produce and install a minimum of two signs is \$800 and the necessary signage will be dependent on the length of the roadway and number of safety conflict points (intersections).

Considering the safety of the pedestrians, golf cart operators, and vehicular traffic, staff recommends the following evaluation criteria for review and approval of the golf cart operation on County maintained roads:

### **Designation of Roads:**

- Posted Speed Limit The posted speed limit shall be restricted to 25 MPH or less.
- Traffic Volume of the Road The daily traffic volume will be reviewed for safety when considered for golf cart operation.
- Functional Classification of the Road The golf carts can only operate on roads that are functionally classified as local roads.
- Roadway Width The roadway width must be a minimum 18 feet.
- Number of Vehicular Travel Lanes Qualified roads shall have no more than two lanes with one lane for each direction
- Crossing of County roads The crossing point must be located at an intersection or midblock crossing.

### **Equipment Standards:**

In accordance with state law, the proposed ordinance would require golf carts to have efficient brakes, reliable steering, safe tires, rearview mirror, and red reflectors on front and back. In addition to the equipment requirements for golf carts in statute, local governments may require additional equipment, including horns or other warning devices, for sidewalk usage.

### **Restrictions:**

The County is not preempted from regulating unlicensed drivers beyond what is required in statute. Consistent with the standards approved by the City allowing for golf carts on City roadways, staff recommends that all operators of golf carts on County roads possess a valid driver's license.

- Operator's Age The driver (operator) of a golf cart must possess a valid driver's license. Therefore, golf carts will not be able to be operated by those under the age of 16, the age a Florida driver's license can be obtained, as well as any person of any age that does not possess a valid driver's license.
- Proof of Insurance Requires golf cart owners to purchase and maintain liability insurance insuring against personal injury and damages to property. The proof of insurance may be requested by law enforcement should the operator of the golf cart be pulled over.
- Allowed Operation Time Golf carts may only be operated on local County roads between sunrise and sunset.
- Golf Cart Speed The golf cart speed cannot exceed 20 MPH.

Title: Authorization to Proceed with Drafting an Ordinance Creating a Process for Designating County Roads for Golf Cart Operation January 25, 2022 Page 5

#### Designation on Sidewalks

Generally, Section 316.1995, F.S. prohibits the driving of vehicles on a bicycle path, sidewalk, or sidewalk area by any vehicle other than by human power; however, Section 316.212(8), F.S. provides for the authorization of golf carts on designated sidewalks by adopting a local ordinance. The state requires a different process for designating sidewalks than local roads. While the Board may adopt some general parameters to be evaluated, consultation is required with FDOT for each specific request and the Board must individually approve each request by ordinance. In addition, sidewalks must have a minimum width of 8 feet and speed limits are restricted to 15 MPH.

Given the 8-foot width requirement, sidewalks in unincorporated Leon County are not wide enough to consider allowing golf carts to operate. Paved multi-use trails tend to be 10-feet wide to accommodate a mixture of pedestrians and bicycles and may pose a safety conflict sharing the trail with motorized vehicles. Paved multi-use trails are often located along busier arterial roadways with greater traffic volume and higher speeds. As a result, staff does not recommend including a process for designating golf cart use on sidewalks in the proposed Ordinance.

#### Application Process

In order to initiate the review process as described in this item (Designation Process A) staff recommends an application process for neighborhoods seeking to operate golf carts on County roads. To request the operation of golf carts on County roads, an application form will be completed for staff evaluation based on the criteria set in the ordinance. Such application will require a petition of 67% of the abutting property owners and owners who must utilize such proposed roads for their sole source of ingress and egress. If the request for golf cart use on County roads is deemed eligible, an application fee of \$2,500 will be assessed prior to staff initiating a traffic engineering study to determine if golf carts may safely travel on or cross the public roads based on the speed, volume, and character of the vehicle traffic using the effected roads. The fee will be applied toward the cost of signage. If the study does not support the designation of the County roadway, the fee will be returned to the applicant.

The County Engineer must certify that golf carts can safely operate on the requested roadways. Upon approval of the study, Public Works will develop a signage and/or pavement marking design with input from the applicant. The County will then post the appropriate signage at the applicant's expense, minus the application fee.

#### Community Outreach

Prior to bringing a proposed ordinance back to the Board, staff will consult with the Florida Department of Transportation's (FDOT) District 3 Community Traffic Safety Team, which includes representatives from FDOT, Capital Region Transportation Agency (CRTPA), the County, City and other stakeholders with interest in traffic safety in our community.

Title: Authorization to Proceed with Drafting an Ordinance Creating a Process for Designating County Roads for Golf Cart Operation

January 25, 2022 Page 6

#### **Options:**

- 1. Authorize staff to proceed with drafting an ordinance creating a process for the application and review of requests for the operation by golf carts on County roads.
- 2. Do not authorize staff to proceed with drafting an ordinance creating a process for the application and review of requests for the operation by golf carts on County roads.
- 3. Board direction.

#### **Recommendation:**

Option #1

# Leon County Board of County Commissioners

Notes for Agenda Item #22

# Leon County Board of County Commissioners

# Agenda Item #22

January 25, 2022

То:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	Full Board Appointments to the CareerSource Capital Region Board, and the Joint City/County Bicycling Workgroup

<b>Review and Approval:</b>	Vincent S. Long, County Administrator		
Department/ Division Review:	I ATAN KOSENZWEIQ DEDITV COUNTV AOIMINISTRATOR		
Lead Staff/ Project Team:	Mary Smach, Agenda Coordinator		

#### **Statement of Issue:**

This item seeks the full Board's consideration of the appointment of citizens to the CareerSource Capital Region Board and the Joint City/County Bicycling Workgroup.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Appoint one citizen, Princess Ousley, to the CareerSource Capital Region Board for the remainder of the unexpired term ending on June 30, 2023.
- Option #2: Appoint one citizen, Eric Draper, to the Joint City/County Bicycling Workgroup for a three-year term ending December 31, 2024.

Title: Full Board Appointments to the CareerSource Capital Region Board, and the Joint City/County Bicycling Workgroup January 25, 2022

#### Page 2

#### **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:

#### **CareerSource Capital Region Board (CSCR)**

<u>Purpose</u>: CareerSource Capital Region connects employers with qualified, skilled and talented Floridians with employment and career development opportunities to achieve economic prosperity in Gadsden, Leon and Wakulla counties. The CSCR Board develops the region's strategic workforce development plan; identifies occupations for which there is a demand in the area and selects training institutions that may provide training; solicits the input and participation of the local business community in the provision of services for the residents of the region; provides policy guidance and procedures for programs established by CareerSource Capital Region; and, provides oversight and monitoring activities.

<u>Composition:</u> The CSCR Board has twenty-three (23) voting members, including seven (7) private sector representative members appointed by the full Board. Nominations for the private sector seats are submitted by local business organizations including local chambers of commerce, downtown merchants' associations, area business associations, etc., and must be compliant with the Workforce Innovation and Opportunity Act (WIOA) and Florida Statutes. Nominees are representative of the business community in optimal business leadership positions, such as CEOs, VPs of HR, General Managers, Presidents and executives of firms that require a large workforce to maintain their business. The members serve a three-year term and members representing business can serve up to three rotations (for a total of up to nine (9) years) and then must sit off the CSCR Board for a minimum of one (1) year. Vacancies are filled for the remainder of the unexpired term.

Total Seats	Vacant Seats	Gender	Race
7	1	Female – 4	White – 5
		Male – 2	Black -1

Diversity of Current Board Appointed Membership:

<u>Vacancies</u>: Board-appointed member Rebecca Kelly-Manders resigned from the CSCR Board to accept an appointment to the Public Safety Coordinating Council. Ms. Kelly-Mander's term was due to expire on June 30, 2023. The Big Bend Minority Chamber has nominated, and CareerSource Capital Region is recommending, the appointment of Princess Ousley (Attachments #1 and #2). The recommended applicant is listed in Table #1.

Title: Full Board Appointments to the CareerSource Capital Region Board, and the Joint City/County Bicycling Workgroup January 25, 2022

Page 3

Vacancies	Term Expiration	Eligible Applicants Application Attachment #	Gender - Race	Recommended Action	
Rebecca Kelly- Manders <i>Resigned</i>	6/30/2023	3. Princess Ousley	Female – Black	Appoint <b>one</b> eligible, recommended applicant for the remainder of the unexpired term ending June 30, 2023.	

 Table #1: CareerSource Capital Region

## Joint County /City Bicycling Workgroup (JBWG)

<u>Purpose:</u> The Workgroup functions as a focus group providing input on cycling-related projects, improvements, events, and ordinances that are considered to be of community interest, to the Planning Department staff for consideration of recommendations to the Board of County Commissioners and the City Commission.

<u>Composition</u>: The Workgroup has twelve (12) members; six (6) members are appointed by the Board and six (6) members are appointed by the City Commission. Members are representatives of cycle-related nonprofit organizations, state/local agencies, bicycle groups, and local bicycle businesses. Terms are for three years and members are limited to three full consecutive terms per Policy No. 03-15. Vacancies are filled for the remainder of the unexpired term.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
12	5 (1 county and 4 city seats)	Male - 4 Female – 2	White - 7
		Not available – 1	

<u>Vacancies</u>: The term of Board appointed JBWG member, Dennis Scott expired on December 31, 2021. Mr. Scott was not eligible for reappointment due to term limits. The eligible applicant is listed in Table #2.

Vacancies /	Term	Eligible Applicants	Gender-	Recommended Action
Category	Expiration	Application Attachment #	Race	
Dennis Scott Not eligible for reappointment	12/31/2021	4. Eric Draper	Male – White	Appoint <b>one</b> eligible applicant for three-year terms ending 12/31/2024.

 Table #2. Joint County / City Bicycling Workgroup

Title: Full Board Appointments to the CareerSource Capital Region Board, and the Joint City/County Bicycling Workgroup

January 25, 2022 Page 4

#### **Options:**

- 1. Appoint one citizen, Princess Ousley, to the CareerSource Capital Region Board for the remainder of the unexpired term ending on June 30, 2023.
- 2. Appoint one citizen, Eric Draper, to the Joint City/County Bicycling Workgroup for a threeyear term ending December 31, 2024.
- 3. Board direction.

#### **Recommendation:**

Options #1 and #2

Attachments:

- 1. Big Bend Minority Chamber nomination letter
- 2. CareerSource Capital Region letter of recommendation
- 3. Ousley application and resume
- 4. Draper application and resume



#### **BOARD OF DIRECTORS**

**Sean Pittman** Chairman Pittman Law Group, P.L.

**Keith Bowers** Florida SBDC Florida A&M University

**Monesia Brown** Wal-Mart

**Dr. Susan Fiorito** Jim Moran School of Entrepreneurship

John Grayson Grayson Accounting & Consulting, P.A.

Holly Henderson Duke Energy

Harold Knowles Knowles & Randolph Law Firm

Walt McNeil Leon County Sheriff

Jim McShane Career Source Capital Region

**Dr. Jim Murdaugh** President Tallahassee Community College

John Charles Thomas

Scott Vedder Northwestern Mutual

Antonio Jefferson Interim President/CEO

**Dr. Elaine Bryant** EWBryant Associates

**Peter Boulware** Peter Boulware Toyota

**Sha'Ron James** Gunster



December 29, 2021

Chairman William Proctor Leon County Board of County Commissioners 301 S. Monroe Street Tallahassee, Florida 32301

RE: Nomination for the Career Source Capital Region Board of Directors

Dear Chairman Proctor:

Please accept this letter as the Big Bend Minority Chamber of Commerce's nomination of Princess Ousley as Leon County's representative on the CareerSource Capital Region Board of Directors. Mrs. Ousley is the President and Chief Executive Officer of Elite Business Strategies based in Leon County. Elite provides professional consulting and training services in the areas of emergency management, program management, medical staffing, organizational development, information technology, public engagement, acquisition support, logistics, and customer relationship management to both public and private sector companies. Princess and Elite are also the 2020 Big Bend Minority Enterprise Development (MED) Week Minority Business Enterprise of the Year. Mrs. Ousley has a Master of Business Administration from Florida Agricultural and Mechanical University.

Attachment #1 Page 1 of 1

In closing, it is an honor to nominate Mrs. Ousley to the CareerSource Capital Region Board of Directors. I am sure Mrs. Ousley will utilize her time, talent, and resources to advance the mission of CareerSource Capital Region to connect employers to qualified talent.

If you have any questions concerning this nomination, please contact me at 850-577-0789, or by email at antonio@mybbmc.org.

Respectfully Submitted,

Antonio Jefferso

Antonio Jeffe President







January 6, 2022

Chairman William Proctor Leon County Board of County Commissioners 301 S. Monroe Street Tallahassee, Florida 32301

RE: Nomination for the CareerSource Capital Region Workforce Board

**Dear Chairman Proctor:** 

CareerSource Capital Region (CSCR) is pleased to support the appointment of Princess Ousley to the Board of Directors to complete the term of Rebecca Kelly-Manders ending June 30, 2023.

Mrs. Ousley is the President and Chief Executive Officer of Elite Business Strategies based in Leon County. Elite provides professional consulting and training services in the areas of emergency management, program management, medical staffing, organizational development, information technology, public engagement, and many other services related to management for public and private sector companies. We appreciate the Big Bend Minority Chamber's nomination of this business leader.

The CSCR Nominating committee is pleased to have reviewed her resume and affirmed that she meets the federal and local requirements for this board.

Respectfully Jim McShane, MPA

**Chief Executive Officer** 

(850) 414-6085 | info@careersourcecapitalregion.com www.careersourcecapitalregion.comPage 1001 of 1037 2035 E. Paul Dirac Drive Morgan Bldg. Ste. 236 Tallahasseen FLu8231022



#### LEON COUNTY BOARD OF COUNTY COMMISSIONERS CITIZEN COMMITTEE APPLICATION CAREERSOURCE CAPITAL REGION BOARD

#### 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@leoncoutyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mrs. Princess Ousley				Date: 12/13/2021 7:35:37	Date: 12/13/2021 7:35:37 PM		
Home Address:		5828 Doonesbury Court		Do you live in Leon County?		Yes	
		Tallahaaaaa El 22202		o you live v	vithin the City limits?	No	
		Tallahassee, FL 32303		Do you own property in Leon County?		Yes	
Home Phone:		(850) 519-5939		o you own⊣ imits?	property in the Tallahassee City	Yes	
Email:	Email: Princess.Ousley@ebsleaders.com		Н	How many years have you lived in Leon County?		14	
(EMPLOYMENT INFORMATION)							
Employer:		Elite Business Strategies, LLC		Work	k		
Occupation:		President & CEO		Address:			
		(850) 320-6108 Ext.101					
Phone:							
<i>(OPTIONAL)</i> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.							
Race:	Black or African American Ge		Gende	er: F	Age:		
District:	District II Di		Disabl	abled? No			
		(RESUI	ME AND	REFERENC	ES)		
References (	References (you must provide at least one personal reference who is not a family member):						
Name:	Marvin Scott			Name:	Antonio Jefferson		
Address:	191 Cotillion Circle, Tallahassee, FL 32312			Address:	914 Railroad Ave, Suite 32, Tallahass	ee, FL 32310	
Phone:	(850) 556-8641			Phone:	(850) 519-0681		
Resume Up	loaded	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 form 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?\* Yes

If yes, prior to or at the time of submission of any bid for county business, a <u>Florida Commission on Ethics Form</u> <u>3A must be filed.</u>

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? No

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

Are you willing to file a Financial Disclosure Form? Yes

Members are nominated by a local business organization (Chambers of Commerce, Downtown Merchant Associations, area business associations, etc.) Nominations for the Board shall be representative of the business community in optimal business leadership positions, such as CEO's, VP's of HR, General Managers, Presidents and C Suite executives of firms that require a large workforce to maintain their business.

Have you been nominated by a local business organization? Yes

Name of nominating organization: Big Bend Minority Chamber of Commerce

Applicants must complete the CSCR membership application.

Have you completed the CSCR Membership Application and emailed to Smachm@leoncountyfl.gov.? Yes

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

Signature: Mrs. Princess Ousley

The application was electronically sent: 12/13/2021 7:35:37 PM

#### ELITE BUSINESS STRATEGIES, LLC

#### EDUCATION

Florida Agricultural and Mechanical University Bachelor of Science Education and Psychology Degree

American InterContinental University Masters of Business Administration Specialization: Organizational Psychology and Development

#### **TECHNICAL EXPERTISE**

Program Management Regulatory Compliance Financial Management Grant Accounting Policy and Procedure Development

#### FEMA CERTIFICATIONS

IS-100, IS-200, IS-700, IS-800, IS-703

#### DISASTERS

MAJOR DISASTER DECLARATIONS 1840 - Severe Storms, Flooding, Tornadoes and Straight-line Winds 1831 - Severe Storms, Flooding, Tornadoes and Straight-line Winds 1806 – Hurricane Gustav 1785 – Tropical Storm Fay 1680 – Severe Storms, Tornadoes and Flooding 1609 – Hurricane Wilma 1602 – Hurricane Katrina

EMERGENCY DECLARATIONS 3293-Hurricane Ike 3288-Tropical Storm Fay 3259-Tropical Storm Rita 3220-Hurricane Katrina Evacuation

#### FIRE MANAGEMENT ASSISTANCE DECLARATIONS 2902 – Slope Fire 2819 - Martin County Fire Complex 2765 - Brevard Fire Complex 2696 – Okeechobee Fire Complex 2692 – Caloosahatchee Fire Complex 2690 – Black Creek Fire 2689 – Suwannee Fire Complex 2687 – Deland Fire Complex 2684 - 53 Big Pine Fire 2638 – Volusia Fire Complex

#### PROFESSIONAL PROFILE

Prior to establishing Elite Business Strategies, LLC, Ms. Ousley served as manager over Florida's Domestic Preparedness Program within the Division of Emergency Management. In this role, she was responsible for the implementation of the Department of Homeland Security Grant Program, which is comprised of five interconnected grants: State Homeland Security Program, Urban Areas Security Initiative, Operation Stonegarden, Metropolitan Medical Response System, and the Citizen Corps Program. During her tenure, Ms. Ousley managed over \$255 million in federal preparedness funding appropriated by Congress. As a part of her duties, Ms. Ousley facilitated long-range planning activities; coordinated staffing matters, audits, and accreditation; assisted in the preparation of the Division's Annual Legislative Budget Request as it related to Domestic Preparedness; and ensured operational procedures were carried out accurately and effectively.

Ms. Ousley has also served as a Senior Advisor in the Office of Policy, Planning and Budget. There, she was instrumental in negotiating national partnerships, integrating activities, and improving efficiency by supporting the realignment of responsibilities among FEMA directorates and the state of Florida's community preparedness efforts. Nationally acknowledged for her contributions in emergency management and community preparedness, Ms. Ousley has been recognized by former President George W. Bush, and was appointed to President Obama's Building Diverse Communities Taskforce. During this time, Ms. Ousley also led in the expansion of Florida's State Emergency Response Team through creative partnerships with Voluntary, Faith-based and Non-Government Organizations.

As a member of the State Emergency Response Team, she has served as the Deputy Officer for External/Public Affairs, where she directed Governorappointed staffers in the Emergency Operations Center, Emergency Support Function 14-Public Information office. Her duties included the development and implementation of both communications plans and external outreach activities. Ms. Ousley was also responsible for media relations through her role as the press spokesperson. As the Human Services Branch Director, she was able to coordinate mass care needs throughout the state of Florida. She served in these leadership positions while working over 30 state emergencies, including the initiation of response and recovery efforts for 22 major presidentially- declared disasters in her six years with the state of Florida.

Ms. Ousley has been a member of many taskforces and committees to address community development needs. She has worked with Florida's Recovery and Mitigation office to address community development needs by working to reduce or eliminate long-term risks to human life and property from disasters. Through these efforts, she has coordinated initiatives that help rebuild both lives and communities impacted by major disasters. Most notably, Ms. Ousley led in providing Community Emergency Response Training to the citizens of Haiti through a creative partnership with the Haitian Resource Development Foundation (HRDF). Ms. Ousley offered technical assistance in developing a CERT program in Haiti that included the development of an academic and practical curriculum; a training process; and a methodological and operational CERT program that was integrated into the Haitian Civil Protection System for Disaster Preparedness.

#### EXPERIENCE

#### 2011 - Present - Elite Business Strategies, LLC, President & Chief Executive Officer

Ms. Ousley is responsible the strategic direction and daily operations of Elite Business Strategies (EBS). EBS is a Floridabased professional services consulting firm that has been an established and trusted provider to government entities for over 8 years. Elite's core competencies include Administrative and Professional Staffing; Professional Consulting Services; Training and Exercises. Experiencing success, Elite launched a new product and commodities division, Elite Office & Business Solutions. Through an online ecommerce platform, myEliteProducts.com, Elite is a value added reseller in the Healthcare, Food Service, Hospitality, Government/Education, Building Services and Private Sector Industries.

#### 2014 - 2016 - New York State Governor's Office of Storm Recovery, Contract Manager

EBS provided program management services in support of the Housing and Urban Development (HUD) homeowner assistance program. EBS performed construction administration services to accomplish the ultimate goal of achieving construction completion and closeout of applications for homeowners impacted by Superstorm Sandy. The project included the integration of construction management, data management, environmental mitigation, and administration of field activities.

#### 2013 – 2014 – New York State Hazard Mitigation Plan, Risk Analyst/Mitigation Planner

Ms. Ousley served on the hazard mitigation team responsible for the successful completion of the 2014 State Hazard Mitigation Plan update. Served as a technical writer and ensured compliance with the DMA 2000, Unified Hazard Mitigation Guidance, and other applicable federal guidance as required. Ms. Ousley coordinated all internal and external outreach to stakeholders and interested parties. In addition, Ms. Ousley developed and implemented the quality assurance and quality control review procedure utilized throughout the planning process.

#### 2010 – 2012 – Florida Department of Education, Office of Emergency Management, Program and Security Manager

Responsibilities included developing and overseeing the implementation of various security activities for 1400 employees, which involved the management of security personnel and the maintenance of building access functions. Ms. Ousley's responsibilities included the coordination of emergency management budget requests, developing spending plans, tracking program expenditures and providing quarterly updates to the Department of Homeland Security. She served as one of the department representatives for Domestic Security Committees, Task Forces, and Working Groups related to K- 20 Education and the Campus Security community. She provided support to the development of the State of Florida Hazard Mitigation Plan, including drafting the Strategic Plan portion. In addition, Ms. Ousley was responsible for developing projects to assist Florida's K-12 public schools and institutions of higher education with mitigation strategies.

# 2008 – 2010 – Florida Division of Emergency Management, *Bureau of Finance and Accounting, Domestic Preparedness Program and Grant Manager*

Supervised and directed a team of 7 employees: 4 full-time workers and 3 other personnel services employees (OPS). Responsible for the administration, outreach, coordination, and operating efficiency of the following Homeland Security Grant Programs: State Homeland Security, the Urban Area Security Initiative, Urban Area Security Initiative for Non -Profits, Citizens Corps, Metropolitan Medical Response System, Transit Security, and the Buffer Zone Protection, which exceeded \$255 million in federal funding annually. In addition, Ms. Ousley was responsible for the annual preparation of the Homeland Security Legislative Budget Request and the accurate submission of Department of Homeland Security (DHS) internal and external reports such as the Biannual Strategic Implementation Reports (BSIR), the Categorical Assistance Progress Reports (CAPR), the Initial Strategy Implementation Plan (ISIP), and the National Incident Management System (NIMS). Served as project lead for the Florida State Preparedness Report which was used to identify assets, assess capabilities and prioritized risks. Reviewed program processes and tools used to aggregate and analyze risk assessment results, established priorities based on risk, and determined protection and continuity initiatives that provided the greatest mitigation of risk. Devised federal grant applications, and created annual program scopes of work for state agencies, local government entities, and private sector recipients. In addition to the assurances made as part of the application, Ms. Ousley implemented program policies to ensure recipients and subcontractors complied with all applicable statutes, regulations, executive orders, OMB Circulars, award terms and conditions, including Federal Environmental and Historical Preservation requirements. Ms. Ousley simultaneously, improved program efficiency, which led to a 95 percent reduction in state audit findings. She was responsible for on-site and desk-top grant and program monitoring of state agencies, local jurisdictions, and non-profit organizations. She served as a key-note speaker throughout the state and has been selected to serve on state and federal panels to promote Florida's Community Preparedness initiatives.

# 2007 – 2008 - Florida Division of Emergency Management - Bureau of Response and Recovery, Citizen Preparedness Grant and Program Manager

Under Ms. Ousley's direction, Florida became nationally recognized for its citizen preparedness efforts by increasing statewide membership by 45 percent. Evaluated federal and state policy issues and presented the necessary recommendations to leaders at all levels of government. Ms. Ousley reviewed and approved applications from entities requesting to become state recognized programs, and conducted audits to ensure sub-grantees were in compliance with federal and state contract requirements. Ms. Ousley managed a budget that exceeded \$1.2 million, and she supervised the execution of all aspects of contract and grant duties, which included preparing funding agreements, expenditure projections, and monitoring plans in accordance with DHS requirements.

# 2006 – 2007 - Florida Division of Emergency Management, *Legislative and External Affairs, Deputy Officer for External / Public Affairs*

Effectively partnered and communicated with stakeholders to establish standards, goals and updated policies for program initiatives to build and ensure ongoing success. Ms. Ousley improved overall internal and external communication, establishing rapport that encouraged community participation and support. She employed her public relations expertise and technology skills to direct the design, creation, training and delivery of a promotional media piece showcasing the diversity and accomplishments of the agency. Ms. Ousley has also written and presented executive-level speeches, and developed graphic presentations for public relations use. Designed and delivered a range of presentations to diverse audiences in multiple forums that utilized research, strategic planning, and disciplined communication skills to develop plans that effectively engaged, informed, persuaded and motivated audiences.



Name: Princess Ousley				
E-mail: princess.ousley@ebsleaders.com				
Company Name: Elite Business Strategies, LLC				
Company URL: http://www.ebsleaders.com				
Company Address:	Home Address:			
504 Suite A Capital Circle, SE	5828 Doonesbury Court			
<sub>City:</sub> Tallahassee	<sub>City:</sub> Tallahassee			
State: FL Zip: 32301	State: FL Zip: 32303			
Business Phone: 850-320-6108	Home/Mobile Phone: 850-519-5939			
1. Type of Business:	ment, Office Supplies, Construction Management			
2. Approximate number of local employe	ees? <u>3-5</u>			
3. What is your official position and what do you do at your organization? For 11 years,				
I have served as the President & CEO of Elite Business Strategies, LLC and its				
divisions: myEliteProducts and E3 Construction and Remediation. In this				
capacity, I'm responsible for the company's overall strategic (see attachment)				

If you run out of room, feel free to use additional paper

2



- 4. What do you think are the critical workforce issues for our region? Our community is unique in that we have a diverse and expansive talent pool. Ensuring we create economic growth is imperative to captivate and maintain some of the top talents from our colleges and universities within our community. To do so, we must continue to invest in training, cutting-edge technology, and community development.
- 5. What would you bring to the CSCR Workforce Investment Board (e.g., talent, experience, resources, knowledge, networks, and passion)? \_\_\_\_\_\_\_As the only minority woman-owned firm to hold the State Term contract for Office Supplies and Consumables, and as the Region 4 Dept of Defense Prime Contractor of the Year awardee, I believe my perspective on how to successfully compete on multiple levels of government is unique. (see attachment)

7. Additional thoughts? \_\_\_\_\_

If you run out of room, feel free to use additional paper



# Local Workforce Board Member Job Description

The mission of CareerSource Capital Region (Region 5) is to lead a system that produces a high quality workforce capable of meeting the changing needs of employers in Leon, Gadsden and Wakulla Counties. Activities of the Board include gathering and disseminating information about the area's labor market and businesses' employment needs; building a strong regional workforce development system; convening groups of businesses, training providers, and other organizations to develop solutions to local workforce development challenges and overseeing the network of CareerSource Capital Region (CSCR) Career Centers. While the CSCR Board has governance control of multiple grants and implements the policies of State and Federal government to achieve measurable outcomes, it contracts with a service provider to perform the day-to-day services at the career center. The board staff are to carry out the oversight, monitoring, and quality expectations to meet the primary indicators of performance outlined in the Workforce Innovation and Opportunity Act of 2014.

### Qualifications

- The desire to make a positive contribution to the region's economy by helping shape a workforce development system that meets the needs of employers and job seekers.
- A commitment to devote time, talent and resources to working with other board members, staff, employers, public officials, and public and private sector partner organizations to improve the quality of the workforce talent.
- Must be a senior-level decision-maker in your organization.
- Must have an interest in working to enlarge the labor pool with qualified applicants.

## Expectations

- Regularly attend Board and committee meetings.
- Participate actively in at least one Board committee.
- Be prepared for Board meetings by staying informed about Board matters and reviewing materials sent in advance of the meetings.
- Get to know and respect other Board members, building collegial relationships that contribute to effective decision-making.
- Act and vote on behalf of the long-term interests of the Board and the community and not on the interest of a single constituency.
- Avoid conflicts of interest. If a conflict on a particular issue is unavoidable, disclose the conflict and follow Board policies for removing oneself from discussion and/or vote on that issue.
- Understand and observe the respective roles of the board members, board staff, service provider staff, and the chief elected officials.



- Take advantage of opportunities to become more educated about the Local Workforce Development Board (LWDB) and the region's workforce development system.
- Act as an ambassador of the board with community groups and businesses.
- Help identify and recruit additional Board members.
- Board members will engage in discussion and dialogue related to workforce issues.
- Board members will tour the Career Center at least once per term.
- Board members are encouraged to ask questions and share observations related to workforce issues.
- Board members will have a Consent Agenda where a board committee and then the executive committee have already vetted the recommended action. While Board members can pull any consent agenda item for further discussion, members are encouraged to respect the work of their peers and if there is a consistent concern in a certain area, say finance, join that committee and strengthen its engagement.
- Possess a business demeanor and contribute expertise to help in the success of the LWDB.

## Time Requirements

- The Board meets quarterly with meetings lasting no more than ninety minutes.
- Committees meet quarterly.
- Committee meetings last no more than one hour and a half.
- Average time commitment for members is approximately three four hours per quarter. Time commitment is greater for those who serve on more than one committee, or serve on leadership.
- Individuals are appointed for three-year terms. If you are replacing a board member, your board service will pick up where the position left off when it became vacant.
- Maximum service 9 years

# **Career Source Capital Region Board Application Questionnaire**

3. What is your official position and what do you do at your organization?

For 11 years, I have served as the President & CEO of Elite Business Strategies, LLC and its divisions: myEliteProducts and E3 Construction and Remediation. In this capacity, I'm responsible for the company's overall strategic vision and day-to-day operations.

#### 4. What do you think are the critical workforce issues for our region?

Our community is unique in that we have a diverse and expansive talent pool. Ensuring we create economic growth is imperative to captivate and maintain some of the top talents from our colleges and universities within our community. To do so, we must continue to invest in training, cutting-edge technology, and community development.

5. What would you bring to the CSCR Workforce Investment Board (e.g., talent, experience, resources, knowledge, networks, and passion)?

As the only minority woman-owned firm to hold the State Term contract for Office Supplies and Consumables, and as the Region 4 Department of Defense Prime Contractor of the Year awardee, I believe my perspective on how to successfully compete on multiple levels of government is unique. This perspective affords me the opportunity to be an agent for change. Further, I have run large programs to hire, train and deploy large numbers of staff and can advise on workforce improvement programs. I am passionate about creating workplaces that promote growth and leadership possibilities for this new workforce generation.

# 6. What value do you hope to get out of your participation on the CSCR WIB?

It is my hope that the work done on the CSCR board will lead to thriving local businesses that are resilient and competitive not just locally but globally.



#### LEON COUNTY BOARD OF COUNTY COMMISSIONERS CITIZEN COMMITTEE APPLICATION JOINT CITY/COUNTY BICYCLING WORKGROUP

#### 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@leoncoutyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Eric Draper			Date: 12/8/2021 8:33:22 PM		
Home Addre	ess: 3627 Dexter Dr	Do you live i	n Leon County?	Yes	
	Tallahassee, FL 32312	•	vithin the City limits? property in Leon County?	No Yes	
Home Phone	e: (850) 251-1301	Do you own Limits?	property in the Tallahassee City	No	
Email:	wericdraper@gmail.com	How many ye	ears have you lived in Leon County?	31	
	(E	EMPLOYMENT INFORMAT	ION)		
Employer:	Retired	Work			
Occupation	Retired	Address:			
Work/Other Phone:					
<i>(OPTIONAL)</i> Leon County strives to meet its goals, and those contained in various federal and state laws, of maintaining a membership in its Advisory Committees that reflects the diversity of the community. Although strictly optional for Applicant, the following information is needed to meet reporting requirements and attain those goals.					
Race:	White	Gender: M	<b>Age:</b> 68		
District:	District III	Disabled? No			
(RESUME AND REFERENCES)					
References (you must provide at least one personal reference who is not a family member):					
Name:	Tommy Thompson	Name:	Thomas Warren		
Address:	989 Parkview Dr Tallahassee, Fl 32311	Address:	2229 Ellicott Dr Tallahassee, FI 32308		
Phone:	(850) 445-3236	Phone:	(850) 509-9696		
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 form 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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? No

Members should be representatives of one of the following membership eligibility criterias. Please indicate your area of expertise.

Cycle-related non-profit organization

Please explain: Capital City Cyclists, Tallahassee Mountain Bike Association, Florida Bicycle Association

State/local agency

Bicycle group

Please explain: Capital City Cyclists, Tallahassee Mountain Bike Association, Florida Bicycle Association

- Local bicycle business
- Other

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

Signature: Mr. Eric Draper

The application was electronically sent: 12/8/2021 8:33:22 PM

# Eric Draper

# Experience

# Florida Park Service, Tallahassee, FL — Director

November 2017 - Present

Manage America's best state park system. Crafted and implemented a strategic plan emphasizing climate resilience, coastal restoration, increased revenue, workforce certification and stakeholder support. Secured record budget to support park maintenance. Managed safety for staff and visitors through COVID-19 response.

# Florida Audubon Society, Miami, FL — President

January 1999 - November 2017

Directed Florida's most influential conservation organization. Worked with a board of directors, 43 chapters and 90 staff to raise a \$7 million annual budget while providing key leadership on every major state environmental issue including Everglades restoration.

# **National Audubon Society,** Washington, DC — Senior Vice President for Policy

September 1995 - December 1998

Directed federal policy efforts for a major conservation organization. Initiated campaigns on wetlands and wildlife conservation with emphasis on the Mississippi River watershed and the Everglades.

# Florida House of Representatives, Tallahassee, FL — *Majority Office Staff Director*

January 1995 - September 1995

Managed policy priorities for House Speaker and Majority Leader.

# The Nature Conservancy, Tallahassee, FL — Government Relations Director

September 1989 - January 1995

Led state lobbying efforts and managed local referenda campaigns to secure funds for public land acquisition.

#### Education

# University of South Florida, Tampa, FL - Philosophy

1978

3627 Dexter Drive Tallahassee, FL (850) 251-1301 WEricDraper@gmail.com

#### **Past Service**

Florida Governor's Climate Action Task Force TAC member

Florida State University Applied Political Science Adjunct Instructor

Clinton-Gore Transition Team - EPA team member

Land and Water Legacy Fund – Amendment One Campaign Executive Committee

Florida Soil and Water Conservation Council Appointed member

Florida Working Forests Partnership Co-chair

Sustainable Florida Board of Directors

Florida Ocean Alliance Board of Directors

# Leon County Board of County Commissioners

Notes for Agenda Item #23

# Leon County Board of County Commissioners

# Agenda Item #23

**January 25, 2022** 

To:	Honorable Chairman and Members of the Board
From:	Vincent S. Long, County Administrator
Title:	First of Two Public Hearings to Reinstate and Extend the Park Place Development Agreement

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support & Environmental Management	
Lead Staff/ Project Team:	Ryan Culpepper, Director, Development Services Emily Pepin Bouza, Assistant County Attorney	

## **Statement of Issue:**

This item requests the Board conduct the first of two required Public Hearings to reinstate and amend the Park Place Development Agreement to extend the termination date from January 24, 2022 to January 24, 2042.

## **Fiscal Impact:**

This item has no fiscal impact.

# **Staff Recommendation:**

Option #1: Conduct the first of two Public Hearings to reinstate and to consider an amendment to the Park Place Development Agreement to extend the term of the Agreement (Attachment #1) and schedule the second and final Public Hearing for February 8, 2022 at 6:00 p.m.

Title: First of Two Public Hearings to Reinstate and Extend the Park Place Development Agreement January 25, 2022 Page 2

#### **Report and Discussion**

#### **Background:**

At the December 14, 2021, the Board approved the scheduling of two public hearings to reinstate and consider an amendment to the Park Place Development Agreement (formerly known as the Hopkins North Development Agreement). This item requests the Board conduct the first of the two public hearings

The Hopkins North Development Agreement (DA) was initially approved by the Board on April 12, 2005 and was subsequently amended by the Board on January 24, 2012 to update the name to the Park Place DA and provide an updated development plan for the approximately 302 +/- acres located near the northwestern corner of the intersection of Interstate 10 and Capital Circle NW. The Park Place DA required the development of the site to proceed through the Planned Unit Development (PUD) Concept Plan and rezoning review process. On January 24, 2012, the Board approved the rezoning of the referenced property from the Target Planning Area (TPA) to the Park Place PUD zoning district, with conditions. Since 2012, the applicant has requested several extensions to the PUD approval and has indicated in their most recent request that uncertainty in the market caused by the onset of the COVID-19 pandemic resulted in activity ceasing on the project in March 2020. However, the applicant has indicated renewed interest in developing the site in recent months and has begun negotiations with prospective developers.

The applicant, through its representative, requested an extension of the DA on November 10, 2021, prior to the termination date of the DA on January 24, 2022; however, since an amendment requires a minimum of two public hearings, and one meeting for Board authorization to advertise the public hearings, staff was unable to bring the extension to the Board prior to the termination date. Therefore, this item is seeking approval to reinstate and amend the DA to extend the term of the DA for 20 years, terminating on January 24, 2042.

The term of the DA may be extended by mutual written consent of the parties (or successors) and is subject to the notification provisions of Section 163.3225, Florida Statutes (F.S.). Therefore, the applicant has requested an extension of the term of the DA to January 24, 2042, consistent with the provisions of Section 10-2.503 of the Leon County Land Development Code (LDC). The applicant is not requesting any other amendments to the DA at this time.

A draft of the proposed amended Park Place DA, extending the termination date of the Agreement from January 24, 2022 to January 24, 2042, is included as Attachment #1. An extension of the DA requires a minimum of two Public Hearings by the Board.

The proposed amendment to the Park Place DA does not seek Board approval of any development at this stage. Final site plan approval will occur at a later stage in the development process and a separate public notice will be provided once a final site and development plan(s) has been filed with Leon County.

Title: First of Two Public Hearings to Reinstate and Extend the Park Place Development Agreement January 25, 2022 Page 3

Analysis:

A development agreement is a tool for developers and a local government to negotiate the provision of needed infrastructure for a future development, while providing for concurrency credits to a developer for those contributions. Additionally, a development agreement operatively vests the development of property in the code provisions existing at the time of execution. A development agreement does not require a site plan.

On April 12, 2005, the Board approved the initial DA which established the framework to provide for an orderly development of the referenced property, including a requirement to proceed through the PUD Concept Plan and rezoning approval process. The DA established some of the development standards that would be applied to the site along with the developer's obligations to the County. Some of these obligations included the donation of right-of-way, donating approximately 3.0 acres of land for a public safety services facility, and dedication of land to the County to establish a regional/multi-site stormwater management facility.

On January 24, 2012, the Board approved amendments to the DA to reflect the conditions at the time, as well as to address issues that were identified during the PUD rezoning and concept plan approval process. The amended DA included updates such as, but not limited to, changing the name of the DA to Park Place, extending the term of the DA to January 24, 2022 and updating outdated references. In addition, the amended DA was updated to state that the requirement to dedicate land for a public service facility and a regional stormwater management facility was no longer necessary as the PUD concept plan had addressed the requirement.

The PUD Concept Plan was approved with conditions by the Board on January 24, 2012, the same date as the amendment to the DA. Since that time, the developer has worked with staff as well as with the Army Corps of Engineers to address the wetland mitigation for the property. Pursuant to Section 10-7.406(d) of the LDC, and due to the complexity of these issues, the applicant has requested multiple time extensions to the PUD Concept Plan in order to address the remaining conditions. The County has granted extensions to the PUD Concept Plan based on the developer's demonstration that they have been working in good faith to resolve the remaining conditions of approval.

In order for the applicant to move forward with development of the site, the applicant will need the Board to grant the extension to the DA. At the time the previous amendment to the DA was approved, the LDC only allowed for a 10-year duration. However, the Board has since adopted amendments to the LDC, specifically Section 10-2.503, allowing for a 20-year duration. Therefore, the applicant is requesting an extension of 20 years to January 24, 2042 (Attachment #2). After approval of the DA extension, the applicant will need to address the remaining conditions of approval for the PUD Concept Plan and then file and receive approval of final site and development plans.

Pursuant to Section 163.3225, F.S., the County is required to conduct a minimum of two public hearings prior to adopting an amendment to a DA. In addition, the County is required to provide both published and mailed notice in advance of the Board's consideration of the proposed

Title: First of Two Public Hearings to Reinstate and Extend the Park Place Development Agreement January 25, 2022 Page 4

amendment to the DA at a public hearing. As a result, staff recommends the Board conduct the first of two Public Hearings and schedule the second and final Public Hearing for February 8, 2022 at 6:00 p.m.

### Public Notification:

Notice of the Public Hearing has been published in accordance with the requirements of Florida Statutes (Attachment #3).

### **Options:**

- 1. Conduct the first of two Public Hearings to reinstate and to consider an amendment to the Park Place Development Agreement to extend the term of the Agreement (Attachment #1) and schedule the second and final Public Hearing for February 8, 2022 at 6:00 p.m.
- 2. Conduct the first of two Public Hearings to reinstate and to consider an amendment to the Park Place Development Agreement to extend the term of the Agreement (Attachment #1) and do not schedule the second and final Public Hearing for February 8, 2022 at 6:00 p.m.
- 3. Board direction.

### **Recommendation:**

Option #1

#### Attachments:

- 1. Amended, Reinstated and Restated Development Agreement and Legal Description
- 2. Applicant's Request for Amendment to the Park Place Development Agreement
- 3. Notice of Public Hearing

#### AMENDED, REINSTATED AND RESTATED

#### PARK PLACE

#### **DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into by and between NORTH 10 CAPITAL ASSOCIATES, LTD., a Florida Limited Partnership ("NCA"), on behalf of itself and as Agent for and on behalf of High Ground Investments, LLC, Shallow Lake Partners, LLC, and Capital Circle Development, LLC (all hereafter collectively referred to as "Owners") and LEON COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida.

#### WITNESSETH

WHEREAS, Owners have acquired approximately 302.89 acres of land (hereafter referred to as the "Property") located at the Northwest and Northeast comer of Interstate 10 and Capital Circle Northwest, the legal description of which is attached as Exhibit "A"; and

WHEREAS, the Owners hold all fee simple interests in the Property; and

WHEREAS the Property was part of the larger real estate holding owned by William D. Hopkins ("Hopkins") which, because of its size at 592 acres, was designated a Planned Development (PD) pursuant to Objective 6.1[L] of the Tallahassee-Leon 2010 Comprehensive Plan (Comprehensive Plan) and Section 10-6.656 of the Leon County Land Development Code (Land Development Code). The purpose of the PD designation is to provide for self-supporting, compact, integrated development that is pedestrian-friendly and less oriented to the use of automobiles through the provision and arrangement of specific land use types on the site. The subdivision or development of any property designated as PD must meet requirements of a Planned Unit Development (PUD), consist of at least four uses, and must be based on a master site plan covering all the PD acreage; and

WHEREAS, on April 12, 2005, the Board of County Commissioners of Leon County (Board) initially approved the Hopkins North Development Agreement (DA) for the property; and

WHEREAS, on January 24, 2012, the Board approved an amendment to this Development Agreement which, among other updates, amended the name to the Park Place Development Agreement (Park Place DA), extended the term for 10 years, to eliminate the requirement for the dedication of land for a public service facility and a regional stormwater management facility, since the PUD Concept Plan addressed these requirements; and

WHEREAS, also on January 24, 2012, the Board adopted Ordinance No. 12-02 rezoning the Property from TPA and R-3 zoning to PUD and approving the PUD Concept Plan with conditions; and

WHEREAS, the County received a request on November 10, 2021 from Kimley-Horn and Associates, Inc, representative of the Owners, to extend the termination of the Park Place DA for an additional 20 years; and

WHEREAS, an amendment to extend the termination date of a development agreement requires 2 public hearings; therefore, the Park Place DA expired on January 24, 2022 prior to the formal approval of the applicants request by the Board; and

WHEREAS, the parties agree to reinstate and restate the Park Place DA with an amended termination date of January 24, 2042 and to update the notice requirements as provided herein.

NOW, THEREFORE in consideration of the mutual terms, covenants, and conditions contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

#### (A) <u>PURPOSE.</u>

The purpose of this Agreement is to:

1. Provide a mechanism to allow the Property to proceed through the PD PUD and subsequent development approval process separate from the Hopkins Crossing PUD.

2. Clarify the development approval process for the Property, including COUNTY acknowledgement that the land uses to be included in a PUD Concept Plan for the Property will be at least four of the following: residential, commercial, office, open space, and community services

and facilities/institutional use.

3. Set forth requirements and commitments for the PD PUD in addition to those listed in the PUD requirements of Sections 10-915 and 10-1481 of the Land Development Code and any PD PUD requirements in the Comprehensive Plan.

4. This Agreement, except as specifically provided herein, is intended to address and clarify the development review and approval process. It is not intended to, nor does it, approve or authorize any amount of development or type of use on the Property, except as otherwise provided herein, and except as consistent with the Comprehensive Plan. In light of the Property's location in a PD, this Agreement addresses issues unique to the Property and the PD and does not create policy or precedent applicable to other development in the COUNTY.

#### (B) <u>AUTHORITY FOR AGREEMENT.</u>

This Agreement is being entered into pursuant to authority provided in Sections 163.3220-.3243, Florida Statutes ("F.S."), otherwise known as the Florida Local Government Development Agreement Act, and the Leon County Code of Laws. Since the Agreement is being entered into prior to NCA submitting the Property for PUD approval, the execution of this Agreement does not limit the authority or ability of the COUNTY to approve or disapprove the project resulting from this Agreement nor does it require that development be approved at certain densities or intensities or for certain uses, except as otherwise provided herein.

#### (C) <u>TERM.</u>

This Agreement shall be effective for a period of ten twenty years, until January 24,  $\frac{2022}{2042}$ , and may be extended by mutual written consent of the parties, or their successors, subject to public hearings in accordance with Section 163.3225, F.S.

## (D) <u>APPROVED LAND USES AND CONSISTENCY WITH COMPREHENSIVE PLAN.</u>

1. <u>PD Comprehensive Plan Designation.</u> The Property has been assigned a future land use designation of Planned Development (PD) under the Comprehensive Plan and is designated a PD pursuant to Objective 6.1(L] of the Comprehensive Plan.

2. <u>Continuation of Existing Silviculture Operations.</u> The Property historically has been and currently is used for bona fide and lawful silvicultural operations. The County agrees that such existing operations may lawfully continue on the Property, to the extent allowed by the Comprehensive Plan and Land Development Code, until issuance of site and development plan approval for the specific portions of the Property on which silvicultural operations are being conducted. The use of Best Management Practices ("BMPs") for silviculture operations on the Property shall be specified as a condition of the PUD Concept Plan approval.

3. <u>Land Uses on Property.</u> The Comprehensive Plan requires that areas designated as PD include at least four different land uses to encourage a more self-supporting development pattern that is less oriented to the use of automobiles. The approved final PUD Concept Plan will include at least four of the following land uses: residential, commercial, office, open space, and community services and facilities/institutional use. The COUNTY agrees that these land uses on the Property are consistent with the Comprehensive Plan and Land Development Code PD requirements.

4. <u>PUD Approval Process for Property.</u> NCA will apply for and receive PUD Concept Plan approval for the entire Property pursuant to Section 10-915(c)l. of the Land Development Code, provided applicable Comprehensive Plan and Land Development Code requirements are met. PUD Concept Plan approval for the Property will be obtained prior to subdivision and/or development of the Property. As long as development of the Property is consistent with the PUD Concept Plan, areas on the Property being developed for separate uses such as residential, commercial, office, and community services and facilities/institutional uses may proceed through the development process and receive separate final development plan approvals without requiring an individual PUD containing at least four different land uses.

5. <u>Preliminary Certificate of Concurrency/ Permitted Use Verification Certificate.</u> At the time of submittal of the PUD Concept Plan application, NCA, as Agent for Owners, may apply for, and, if applied for, the COUNTY shall issue, a Preliminary Certificate of Concurrency ("PCOC") and/or a Permitted Use Verification Certificate ("PUVC") for all or portions of the Property. Neither the PUVC nor the PCOC grant development authority or development rights, and neither is a development order. The COUNTY and NCA recognize that the submittal of both is for preliminary development order application review purposes. Detailed plans have not yet been reviewed by COUNTY staff.

#### (E) <u>PUBLIC FACILITIES.</u>

Infrastructure Planning and Design. Section 10-1233 of the Land Development Code requires 6. that a PD PUD must address how the development will reduce transportation demand through internal capture using a mixture of at least four integrated land uses such as residential, commercial, office, and open space. Pursuant to this provision and as part of the development review and approval process set forth in Section (D)4. of this Agreement, the PUD Concept Plan for the Property will address the Project's access requirements, considering impacts to the surrounding area, including canopy roads, required interconnections, and consistency with existing and future transportation corridors. The PUD Concept Plan also will establish standards for infrastructure design, phasing, and extension, and will identify the responsibilities for capitalization, construction, maintenance, rights of use, and liability for any infrastructure that will be required to serve the Property. The Property within the PD must maximize the use of infrastructure to foster compact development. Capital improvement plans must be supportive of development in phases and shall include facilities needed, such as roads, sidewalks, bike lanes, mass In order to comply with the PD PUD transit/ride-share, recreation opportunities, water, and sewer. requirements imposed by the COUNTY, subdivision of the Property cannot occur without a master site plan and sharing of infrastructure to foster compact development and predominantly self-supporting infrastructure may be required. NCA will construct the following infrastructure within the Property: roadways, sidewalks, bikeways, stormwater conveyance and impoundment systems, and water and sanitary sewer distribution and collection systems. Water and sanitary sewer service and gas and electric distribution and transmission systems installation and service will be provided by the appropriate utility services provider.

1. <u>Utilities.</u> The provision of water, sanitary sewer, electricity and/or gas to serve development of the Property will be addressed in the PUD Concept Plan. If desired by the owners of the separate portions of the Property, and if allowed by the electric utility provider and consistent with applicable Land Development Code requirements, the COUNTY agrees to allow the burial of electric power lines on the Property in accordance with applicable standards.

#### 2. <u>Transportation.</u>

(a) Pecan Endowment and Concurrency Management Policies and Procedures. The COUNTY encourages NCA to timely apply for a PCOC for the Property. The COUNTY agrees to expeditiously process the application and issue the PCOC for the Property. Because of the size of the Property and the requirement to obtain PUD zoning, the COUNTY agrees that the capacity reserved through the PCOC shall continue to be reserved through the issuance of PUD zoning. The COUNTY agrees that the Property is located within the Plantation of the Florida Pecan Endowment Company Subdivision ("Pecan Endowment"). Based on the location of the Property in the Pecan Endowment and NCA's obligations under this Agreement to dedicate land for roadway right of way, provide traffic signalization, and provide other transportation and transportation-related facilities such as sidewalks and bike paths, the Property is assigned a concurrency value of four (4) dwelling units per gross acre of residential land use and ten thousand (10,000) square feet of gross building area per gross acre of nonresidential land use, as referenced in section (G)l.(a) of this Agreement. If development of the Property is determined to be subject to any additional concurrency requirements in the future, such requirements will be satisfied as provided by the Leon County Concurrency Management Policies and Procedures Manual, revised on February I 0, 2005 ("February 2005 Concurrency Manual"). At the time of application for PUD Concept Plan approval, NCA will provide the COUNTY with a traffic study using methodologies mutually agreed upon by the COUNTY and NCA, to reflect such trips associated with the project as reflected in the PUD Concept Plan, and the COUNTY will encumber such project demand, update the concurrency management system to reflect project demand, and issue a certificate of concurrency for the project, pursuant to the February 2005 Concurrency Manual. In light of the Property's location in the PD, this provision is unique to the Property and to this Agreement and does not create policy or precedent applicable to other development in the COUNTY. Nothing in this paragraph will be interpreted to negate or otherwise modify NCA's obligation to dedicate right-of-way to the COUNTY as set forth in paragraph (b), below.

(b) <u>Right of Way Dedication, Signalization, and Enhancement of Development</u> <u>Opportunities on Property Fronting Capital Circle Northwest.</u> Development opportunities in Leon County's Northwest Quadrant presently are constrained by the need to widen Capital Circle Northwest from the Property's northern boundary south to Interstate 10 (1-10). The Florida Department of transportation previously acquired 1.738 acres of the Property (known as Parcel 100) fronting Capital Circle Northwest for Right-of-Way (ROW) to widen Capital Circle Northwest. NCA agrees to dedicate to the COUNTY additional parcels of the Property north of Parcel 100, to increase the width of Capital Circle Northwest adjacent to Property to a total of two- hundred ten (210) feet of ROW for the widening of Capital Circle Northwest and infrastructure associated with the widening of Capital Circle Northwest. Signalization of the Property access points to Capital Circle Northwest, if and when warranted by FDOT, shall be paid for by NCA. The exact location of the ROW Dedication will be mutually agreed upon by NCA and the COUNTY during the PUD Concept Plan review process based upon FOOT roadway design standards with consideration given to the location and configuration of land uses and development on the Property. Parking, setback, and other site plan and design requirements to facilitate and enhance development of the portions of the Property having frontage on Capital Circle Northwest will be established consistent with the Comprehensive Plan, in the PUD Concept Plan. In the event that the COUNTY does not utilize the entire dedication for the widening of Capital Circle Northwest and associated infrastructure, the COUNTY will abandon such excess ROW as it deems surplus, thereby returning the unutilized ROW to NCA for the same uses identified in the PUD Concept Plan applicable to the adjoining NCA Property.

#### (c) <u>Transportation Design.</u>

To the extent necessary for consistency with the (i) Comprehensive Plan, the PUD Concept Plan will contain a transportation circulation plan that accommodates intermodal access, provides for interconnection of land uses within the Property, and provides for dedication of ROW sufficient for interconnection of the Property to adjacent property to the north (parcel #21-18-20-004-000), as required by the Comprehensive Plan, provided such interconnection will not result in adverse impact to any adjacent property or to preservation features. As part of the PUD Concept Plan review process, NCA and the COUNTY will determine the need for, and address as necessary, interconnection with Jamey Road. NCA and the COUNTY will work cooperatively to establish, in the PUD Concept Plan, transportation facility design standards and location criteria, including appropriate access and interconnection design standards to facilitate bicycle, pedestrian, and vehicular interconnection within the Property and adjacent property.

(ii) No building located on the Property shall have a direct access connection to Capital Circle Northwest except where no other access is feasible due to environmental constraints. This exception is limited to one parcel no greater than 2.5 acres in size designated for commercial development. It is intended that the transportation circulation plan included in the PUD Concept Plan establish a plan for a collector street system to serve the Property and to provide access from the Property to Capital Circle Northwest. Multifamily residential and non-residential land uses will be allowed to connect through driveway connections to the collector street system. Individual land uses, other than multifamily residential and nonresidential land uses, are not intended to have direct connection to the collector street system and will instead connect to local streets. However, it is acknowledged that direct access to the collector street system may be required in order to protect environmentally sensitive features on the Property, to provide the interconnection required by section (G)3. herein, or in response to other constraints.

(iii) As part of the PUD Concept Plan approval process, the COUNTY agrees to consider approving, but is not obligated to approve, up to three access points on each side of Capital Circle Northwest to provide access to the Property, provided applicable FDOT access permitting requirements are met, and such access connections are consistent with the transportation circulation, design standards, and location criteria established within the PUD Concept Plan and the Land Development Code requirements applicable at the time of PUD Concept Plan approval, and are based on transportation circulation and design analysis.

(iv) All plans for roadway extensions, signalization, and internal roadways to be dedicated to the COUNTY will be reviewed for approval by the COUNTY Public Works Department.

(v) If NCA agrees to advance funds or construct infrastructure that would offset impacts from development activities other than development on the Property, NCA is entitled to recover such advance funding or infrastructure costs in the form of concurrency credits or the reimbursement of such funds from the COUNTY to the extent such funding or infrastructure benefits development other than that occurring on the Property, as provided in the February 2005 Concurrency Manual.

(vi) Buildings and signage may be oriented to face Capital Circle Northwest as provided by law.

(vii) Should any Public Safety Services Facility, as defined in Section below, located on the Property be required to have direct access to Capital Circle Northwest, such access connections shall not be considered to count as one of the limited number of access connections to Capital Circle Northwest set forth in paragraph (iii) above; however, any and all access connections so provided shall comply with all other criteria set forth in paragraph (iii) above and shall neither supplant nor otherwise interfere with access by development on the Property to roadways on the Property.

3. <u>Public Safety Services Facility Site.</u> As part of the PUD Concept Plan approval process, NCA will dedicate to the COUNTY one of the following for location of a public safety services facility on the Property: (1) the 3.08-acre parcel of land located in the southeast comer of the Property on the east side of Capital Circle Northwest and adjacent to Interstate 10; or (2) approximately 3 acres in the Hopkins Crossing PUD at a location that is mutually agreeable to the COUNTY and to NCA; or (3) a parcel of land consisting of approximately 3 acres at a location that is mutually agreeable to NCA and the COUNTY and is under NCA's control. For purposes of this paragraph, a public safety services facility is defined as a fire station; an emergency medical services facility; or a public safety/law enforcement agency, not including a detention or corrections facility.

#### 4. Stormwater Management.

Regional/Multi-site Stormwater Management Facility. Subject to mutual agreement by NCA and the COUNTY on the location, number of acres, design standards, and other matters such as impact fee credits or credits for open space, landscape, natural areas, and other requirements, NCA will dedicate to the COUNTY land on the Property for the construction, operation, and maintenance of a regional/multi-site stormwater management facility or facilities to detain, retain, and treat stormwater discharge from the Property and from the widening of Capital Circle Northwest adjacent to the boundaries of the Property. If the facility is located in a closed basin, commercial use of the facility will be contingent upon approval by the Board of County Commissioners of a linear infrastructure variance. If the NCA development schedule requires stormwater management for the development of the Property prior to the COUNTY schedule of developing stormwater management facilities for Capital Circle Northwest, NCA and the COUNTY may execute a Joint Project Agreement that will provide that NCA may construct, operate, and maintain the portions of the facility or facilities on the Property to collect, treat, retain, and detain stormwater discharge from the development of the Property. The Joint Project Agreement will provide that, at such time as the COUNTY develops its interest in the stormwater management facility or facilities, the COUNTY shall assume operation and maintenance responsibilities for the NCA-constructed facility or facilities and may modify, expand, or otherwise merge the NCA facility or facilities into a single facility for perpetual operation and maintenance by the COUNTY.

#### 5. Satisfaction of NCA Obligation to Dedicate Parcels For Public Facilities

(a) The obligation of NCA to dedicate land on the Property to the COUNTY for public services facilities set forth in paragraphs E.4. and G. l.(c) shall be satisfied by the dedication of the following parcels to the COUNTY: That certain parcel located at the southwest comer of the Property, comprised of 11.78 acres, and shown as Parcel A on the map attached hereto as Exhibit B.

(b) The obligation of NCA to dedicate land on the Property to the COUNTY for a regional multi-site stormwater management facility set forth in paragraph shall be satisfied by dedication of the following parcel to the COUNTY: That certain parcel located at the northeast comer of the Property, comprised of 12.66 acres, and shown as Parcel B on the map attached hereto as Exhibits B and C.

#### (F) <u>DEVELOPMENT APPROVAL PROCESS.</u>

1. <u>Residential Subdivision Approval.</u> Subsequent to the COUNTY approval of the PUD Concept Plan, the COUNTY agrees that at the time of subdivision of the Property, an application may be submitted for, and the COUNTY shall, if the application meets all applicable requirements, render a development order approving a single family residential subdivision which would allow clustering of residential development to protect open spaces and environmentally sensitive areas and to incorporate natural areas and other open space into the subdivision design.

2. <u>Open Space and Natural Areas Requirements Satisfied in Residential Areas.</u> The objectives of the PD land use designation are to foster efficient, compact development and to discourage automobile use within a PD. Consistent with these objectives, the COUNTY encourages, but does not require, NCA to satisfy the applicable natural area and open space requirements for development of the Property within areas designated for residential land use so that the commercial, office, and community services and facilities/institutional use areas can be developed at greater density and intensity without having to meet natural area or open space requirements. To this end, the PUD Concept Plan shall provide for sufficient natural area to comply with the natural area requirements in Section 10-258 of the Land Development Code; however, this requirement shall not be construed to require any individual component of the PD PUD to set aside any specific quantity of natural area. Where possible, the PD PUD will endeavor to utilize onsite preservation and conservation features, as defined in the Comprehensive Plan, to satisfy the natural area requirements in Section 10-258 of the Land Development Code.

- 3. The parties further agree as follows:
  - (a) The PUVC is required.

(b) The PD PUD may be reviewed simultaneously with review of this Agreement. Representatives of NCA and the COUNTY agree to cooperate and make a good-faith effort to provide for expeditious submittal of information and staff review of the project.

(c) Site and development plan review may take place concurrently with other approvals, solely at NCA's risk and expense.

4. The parties acknowledge that the above process discussion is not a comprehensive list of all requirements of the COUNTY as it relates to the development. Failure to include a development step or requirement shall not indicate that such step or requirement is not required, nor shall it waive or release NCA's obligations of proceeding through the step or requirement. If, at the time of PUD Concept Plan approval, NCA determines necessary, it may request, and if requested, the COUNTY shall consider adopting, an ordinance designating the Property a regional activity center, as defined in Rule 28-24.014(10)(c)2., Florida Administrative Code.

#### (G) ADDITIONAL PUD REQUIREMENTS.

In addition to the PD requirements in the Comprehensive Plan and Land Development Code and the PUD requirements of Sections 10-915 and 10-1481 of the Land Development Code, the COUNTY shall require that the PUD Concept Plan for the Property address the following items:

1. Land Uses.

(a) Land Uses. Density and Intensity. As required by the PD designation pursuant to Comprehensive Plan Land Use Objective 6.1 [L] and corresponding policies, the PUD Concept Plan for the Property shall include at least four of the following land uses: residential, open space, commercial, office, and community services and facilities/institutional uses. The PUD Concept Plan shall provide approximately 192.10 gross acres of land for residential land uses and approximately 113.46 gross acres for non-residential land uses (i.e., commercial, office, or community services and facilities/institutional), less and except that portion of the Property previously acquired by the Department of Transportation (DOT) for widening Capital Circle Northwest (see paragraph E.3.(b), above). The term "gross acre" has the meaning set forth in Section 10-1 of the Land Development Code. The "community services and facilities/institutional uses" includes any fire station constructed on the Property. The density and intensity allowed for each land use is the maximum allowed under the PD designation and pursuant to Section 10-914 of the Land Development Code. Land uses within the PUD shall be arranged to promote activity among compatible land uses.

(b) <u>Open Space Uses and Credit</u>. "Open space" is defined in Section 10-1 of the Land Development Code as "any area of a lot, site, tract, or plat, exclusive of any structures, streets (public and private), driveway, parking or open storage area, which is open to the sky and that will remain as open space through recordation of restrictive covenants, easements, public dedication, or other legal device. Open space also includes areas used for outdoor recreational activities which do not require major structures within the area designated for open space."

(i) For purposes of a PD PUD on the Property and consistent with Section I 0-1 of the Land Development Code, open space includes areas not contained within a street right-of-way or individual lot. Open space areas may be utilized for formally and informally designed trails and exercise trails, picnic areas, and other passive recreational activities. Open space areas also include areas set aside for conservation and preservation and areas dedicated for park use passive recreational activities.

(ii) As provided in this Agreement, areas designated as open space shall be credited toward meeting applicable landscape requirements, provided the areas meet the requirements of Section I 0-257 of the Land Development Code. Areas designated as open space also shall be credited toward meeting applicable natural areas requirements, provided the areas meet the requirements of Section 10-258 of the Land Development Code.

(c) <u>Dedication of Area on Property for Park.</u> Subject to mutual agreement by NCA and the COUNTY on the location and suitability for COUNTY purposes, NCA will dedicate to the COUNTY a single parcel of land within the PD PUD for use as a park; such parcel shall be comprised of no less than ten (10) acres that are suitable for active or passive recreational uses. Such dedicated area will be open to the public and will be located so as to be accessible to the public through public right-of-way or easement providing for public access. NCA also will designate up to twenty-five (25) additional acres within the PD PUD for park or conservation use; such acreage is not required to be contiguous and need not be dedicated to the COUNTY.

#### 2. Environment.

(a) <u>Wetlands Impacts and Mitigation.</u> Due to the location of the Property in the PD, the wetland impacts and required mitigation will be determined pursuant to the Comprehensive Plan Future Land Use Element as part of the PUD Concept Plan approval. Pursuant to the Conservation Overlay of the Comprehensive Plan Future Land Use Element, development of the Property may occur in altered wetlands consistent with the Comprehensive Plan.

(i) The Natural Features Inventory ("NFI") and Environmental Impact Analysis ("EIA") will be processed concurrently with, and as part of, the PD PUD Concept Plan review process so that any variance requests and policy determination may be based upon all pertinent data and considerations and presented at the same time.

(ii) As part of the PUD Concept Plan approval process, NCA may submit, and the County shall consider for approval, but is not obligated to approve, proposals to mitigate the additional loss of existing wetland functions through means other than creation, restoration, enhancement, or preservation of wetlands on the Property, such as the acquisition or preservation, and management of offsite lands or fee in lieu of mitigation, provided such proposals are consistent with the Comprehensive Plan at the time of site and development plan application review. Such mitigation proposals may include securing environmentally sensitive lands within the same watershed, subject to approval only after consideration by the County Commission.

(iii) Unless inconsistent with the Comprehensive Plan, the COUNTY shall use the Uniform Mitigation Assessment Methodology ("UMAM") to determine if the proposed mitigation adequately offsets the functions that would be lost as a result of the additional proposed wetland impacts. If, as part of the review and approval of offsite mitigation, NCA advances fees or otherwise provides mitigation in excess of that required using the UMAM, the COUNTY shall make provisions so that NCA will recapture such excess mitigation in the form of credits toward meeting open space, landscape or natural area requirements, or fair share reimbursement from third parties who utilize such excess mitigation to offset their project's impacts to wetland functions.

(iv) Pursuant to the Conservation Area Overlay of the Future Land Use Element, NCA is entitled to a residential density of one (I) dwelling unit for each acre of Conservation Area developed within the Property, and in accordance with the Preservation Area Overlay of the Future Land Use Element, NCA is entitled to a transfer of additional density to the nonenvironmentally sensitive areas within the Property equivalent to the maximum allowed density of the underlying land use category for the Preservation Area. Consistent with the PD purpose to foster compact, integrated development, the transfer of dwelling units from onsite

# Conservation Areas to other portions of the Property will be addressed in the PUD Concept Plan.

3. <u>Design.</u> Design standards shall be established in the PUD Concept Plan for all land uses in the PD PUD. The standards are intended to create attractive development which provides convenient bicycle and pedestrian access, compatibility with adjoining land uses, aesthetic parking areas, and reduced opportunities for criminal activity. The PUD Concept Plan will require interconnection of the land use types within the PD PUD. The PUD Concept Plan shall provide for interconnection of the property adjacent to and north of the Property (parcel # 21-18-20-004-0000), and will determine the need for, and if necessary, provide for the interconnection with Jamey Road, provided such interconnections will not result in any adverse impact to any adjacent property or to preservation features.

4. <u>Low- and Moderate-Income Housing.</u> Pursuant to Policy 6.1.2. of the Comprehensive Plan, the provision of low- and moderate-income housing will be addressed in the PUD Concept Plan for the Property.

#### (H) <u>PERMITS.</u>

Failure of this Agreement to address a particular need for a permit, a permit condition, term, or restriction, shall not relieve NCA from the necessity of complying with law governing permitting requirements, terms, or restrictions. This Agreement shall not be used to influence any permitting decision except as specifically provided herein nor may it be used as the basis for a claim of vested rights to any amount of development on the Property.

#### (I) <u>SILVICULTURAL ACTIVITIES.</u>

The Property historically has been and currently is used for bona fide and lawful silvicultural operations. The County agrees that such existing operations may lawfully continue on the Property, to the extent allowed by the Comprehensive Plan and Land Development Code, until issuance of site and development plan approval for the specific portions of the Property on which silvicultural operations are being conducted. NCA agrees that the historical silvicultural operations that have been conducted on the Property will not be expanded unless otherwise permitted by the COUNTY, as applicable. Nothing in this Agreement shall be construed to disallow NCA from applying for a silvicultural permit to authorize expanded silviculture operations on the Property. The use of Best Management Practices ("BMPs") for silviculture operations on the Property shall be specified as a condition of the PUD Concept Plan approval.

#### (J) <u>BINDING EFFECT.</u>

The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this document.

# (K) <u>EFFECTIVE DATE.</u>

Within fourteen (14) days after the execution of this Amended Agreement by both Parties, COUNTY shall record the agreement with the Clerk of the Court of Leon County. This Amended Agreement shall become effective upon recordation.

#### (L) <u>FURTHER ASSURANCES.</u>

Each of the parties to this Agreement shall execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect to it without in any manner limiting their specific rights and obligations as set forth herein.

#### (M) <u>NOTICES.</u>

Any notices or reports required by this Agreement shall be sent to the following:

As to Leon County	Leon County Department of Development
	Support and Environmental Management
	ATTN: <del>David McDevitt</del> <u>Barry Wilcox</u>
	435 North Macomb Street
	Tallahassee, FL 32301
With a copy to:	Leon County Attorney's Office
	Attention: Herbert Thiele Chasity H. O'Steen
	Leon County Courthouse
	301 South Monroe Street
	Tallahassee, FL 32301

As to NCA:	North 10 Capital Associates, Ltd. Attention: <del>Paul Mapes <u>Heather Richmond</u> 1610 Belvedere Road</del>
	Suite 407 – South West Palm Beach, FL 33406
With a copy to:	Cari L. Roth, Esq.
	Bryant Miller Olive
	101 N. Monroe Street, Suite 900
	Tallahassee, FL 32301

#### (N) <u>SEVERABILITY.</u>

If any word, phrase, clause, section, or portion of this Agreement shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

#### (O) $\underline{LAWS.}$

1. Pursuant to section 163.3233, Florida Statutes (2010), and section 10-2.506, Leon County Code (2011), all references herein to the Leon County Code, Land Development Code and Leon County Code of Laws are those laws, rules, policies and regulations in effect on April 25, 2005, unless the terms of this amended Agreement expressly refer to a different date.

2. This Agreement shall be governed by and construed in accordance with laws of the State of Florida.

#### (P) <u>ENFORCEMENT.</u>

In the event of a breach of this Agreement by a party, the other may sue to enforce this Agreement and the prevailing party shall be entitled to payment of attorney's fees and costs by the non-prevailing party.

#### (Q) <u>DISPUTE RESOLUTION.</u>

(a) The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

(b) NCA representatives and appropriate COUNTY department heads shall meet at the earliest opportunity, but in any event within ten (10) days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, NCA representatives and the appropriate COUNTY department heads shall report their decision, in writing, to the County Administrator.

(c) If NCA representatives and appropriate COUNTY department heads are unable to reconcile the dispute, they shall report their impasse to the County Administrator who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of the Dispute Notice, to attempt to reconcile the dispute. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then the dispute shall be presented to the Board of County Commissioners ("Board") for resolution as part of a regularly scheduled meeting of the Board.

(d) If a dispute is not resolved by the foregoing steps within sixty (60) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule IO. IOO(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 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.

(e) 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 such dispute may be referred to binding arbitration by either Party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

(f) Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor 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.

(g) 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 a third arbitrator. Each of the arbitrators so appointed shall have experience in local government issues.

(h) 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.

(i) The arbitration panel established pursuant to (g) above shall award to the prevailing party all costs and fees associated with the arbitration, including attorney fees and expert witness fees, to be paid by the non-prevailing party. If neither party is clearly a prevailing party, the panel may allocate costs and fees among the parties as the panel deems appropriate.

## (R) <u>APPROVAL.</u>

This Development Agreement, as amended, was approved by LEON COUNTY after two (2) public hearings before the County Commission on December 13, 2011 and January 24, 2012 TBD.

**IN WITNESS WHEREOF**, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

# LEON COUNTY, FLORIDA:

By:\_

Bill Proctor, Chair Board of County Commissioners

Date:

ATTEST: Gwendolyn Marshall Knight, 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:\_\_\_\_

# North 10 Capital Associates, LTD.

Witnesses:

By: \_\_\_\_\_ Heather Richmond, its Manager

Witness

Witness

State of Florida County of Leon

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,2021 by Heather Richmond, as Manager of North 10 Capital Associates, LTD, who is ( ) personally known to me or ( ) produced \_\_\_\_\_\_ as his/her identification.

Notary Public, State of Florida

# LEGAL DESCRIPTION FOR THE PARK PLACE PROJECT

COMMENCE AT AN OLD AXLE MARKING THE NORTHEAST CORNER OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND THENCE RUN NORTH 01°12'38" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 18 A DISTANCE OF 2265.25 FEET TO AN IRON ROD AND CAP (MARKED #4261) LYING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 263 (CAPITAL CIRCLE NORTHWEST), THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND A CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 1196.28 FEET, THROUGH A CENTRAL ANGLE OF 13°25'31" FOR AN ARC DISTANCE OF 280.31 FEET (CHORD BEING SOUTH 22°07'33" WEST 279.66 FEET) TO A POINT OF TANGENCY, THENCE RUN South 28°50'19" West along said right-of-way boundary 578.36 feet to a point OF CURVE TO THE LEFT. THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND CURVE HAVING A RADIUS OF 1096.28 FEET, THROUGH A CENTRAL ANGLE OF 13°33'47" FOR AN ARC DISTANCE OF 259.51 FEET (CHORD BEING SOUTH 22°03'25" West 258.91 FEET), THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY BOUNDARY RUN SOUTH 89°32'08" WEST 103.55 FEET TO AN IRON ROD AND CAP (MARKED #4261) MARKING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN SOUTHWESTERLY AND SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY BOUNDARY OF SAID STATE ROAD NO. 263 THE FOLLOWING TEN (10) COURSES: SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE EASTERLY HAVING A RADIUS OF 1196.28 FEET, THROUGH A CENTRAL ANGLE OF 13°34'29" FOR AN ARC DISTANCE OF 283.43 FEET, CHORD BEING South 07°08'33" West 282.77 FEET TO RE-ROD (MARKED #4261), South 00°21'19" West 90.79 FEET TO A RE-ROD (MARKED #7160), NORTH 89°38'41" WEST 39.00 FEET TO A RE-ROD (MARKED #7160), SOUTH 00°19'38" WEST 1124.51 FEET TO A RE-ROD (MARKED #7160), South 83°59'13" East 19.00 feet to a re-rod (marked #7160), South 03°09'02" West 200.25 FEET TO A RE-ROD (MARKED DOT), SOUTH 00°22'14" WEST 334.27 FEET TO A RE-ROD (MARKED #7160), NORTH 89°37'46" WEST 9.50 FEET TO A RE-ROD (MARKED #7160), SOUTH 00°21'14" WEST 387.18 FEET TO A RE-ROD, SOUTH 21°35'03" West 448.24 Feet (marked dot) lying on the northerly right-of-way BOUNDARY OF INTERSTATE 10 (STATE ROAD NO. 8), THENCE RUN NORTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY OF INTERSTATE 10 THE FOLLOWING THREE (3) COURSES: NORTH 89°59'22" WEST 486.90 FEET TO AN IRON ROD AND CAP (SET BY DOT), NORTH 83°13'42" WEST 576.21 FEET TO AN IRON ROD AND CAP (SET BY DOT), NORTH 75°40'10" West 3621.64 feet to an old concrete monument lying on the West BOUNDARY OF SAID SECTION 18, THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY RUN North 00°30'24" West along said West boundary 1893.80 feet to a concrete MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, THENCE RUN NORTH 89°40'08" EAST ALONG THE NORTH BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER 1336.98 FEET TO A CONCRETE MONUMENT (MARKED #1254) MARKING THE NORTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, THENCE LEAVING SAID NORTH BOUNDARY RUN SOUTH 00°21'35" EAST 60.00 FEET TO AN IRON ROD AND CAP (MARKED #3293), THENCE RUN NORTH 89°42'00" EAST 1337.24 FEET TO A CONCRETE MONUMENT (MARKED #1254), THENCE RUN NORTH 89°19'00" EAST 1383.95 FEET TO A CONCRETE MONUMENT (MARKED #1254), THENCE RUN NORTH 89°32'08" EAST 778.61 FEET TO THE POINT OF BEGINNING CONTAINING 266.09 ACRES, MORE OR LESS.

SUBJECT TO A 100.00 FOOT WIDE FLORIDA POWER CORPORATION TRANSMISSION LINE AS RECORDED IN OFFICIAL RECORDS BOOK 477, PAGE 453 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, LYING OVER AND ACROSS A PORTION THEREOF.

#### ALSO:

BEGIN AT AN OLD AXLE MARKING THE NORTHEAST CORNER OF THE SOUTH HALF OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND THENCE RUN NORTH 01°12'38" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 18 A DISTANCE OF 2265.25 FEET TO AN IRON ROD AND CAP (MARKED #4261) LYING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 263 (CAPITAL CIRCLE NORTHWEST), THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND A CURVE CONCAVE TO THE NORTHWESTERLY HAVING A RADIUS OF 1196.28 FEET. THROUGH A CENTRAL ANGLE OF 13°25'31" FOR AN ARC DISTANCE OF 280.31 FEET CHORD BEING SOUTH 22°07'33" WEST 279.66 FEET TO A POINT OF TANGENCY, THENCE RUN South 28°50'19" West along said right-of-way boundary 578.36 feet to a point OF CURVE TO THE LEFT, THENCE RUN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND CURVE HAVING A RADIUS OF 1096.28 FEET, THROUGH A CENTRAL ANGLE OF 28°29'00" FOR AN ARC DISTANCE OF 544.99 FEET, CHORD BEING SOUTH 14°35'49" West 539.40 Feet to an Iron Rod and Cap (marked #4261) marking a point of TANGENCY, THENCE RUN SOUTH 00°21'19" WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 90.71 FEET TO A RE-ROD (MARKED #7160), THENCE RUN SOUTH 89°38'41" EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 71.00 FEET TO A RE-ROD (MARKED #7160), THENCE RUN South 00°07'47" west 1268.59 feet to a Re-Rod (marked #7160), thence run south 07°37'14" EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 57.70 FEET TO AN IRON ROD AND CAP (MARKED #4261), THENCE RUN SOUTH 00°09'14" WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 237.00 FEET TO AN IRON ROD AND CAP (MARKED #4261), THENCE RUN SOUTH 89°50'46" East along said right-of-way boundary 100.00 feet to an iron rod and CAP (MARKED#4261), THENCE RUN SOUTH 00°09'14" WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 357.36 FEET TO AN IRON ROD AND CAP (MARKED #4261), THENCE RUN SOUTH 07°37'48" EAST ALONG SAID RIGHT OF WAY BOUNDARY 292.07 FEET TO AN IRON ROD AND CAP (MARKED #4261) LYING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF GEARHART ROAD, THENCE RUN NORTH 89°19'55" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY BOUNDARY 352.44 FEET TO AN IRON ROD AND CAP (MARKED #4261) LYING ON THE EAST BOUNDARY OF SAID SECTION 18, (AS MONUMENTED), THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY RUN NORTH 00°08'33" EAST ALONG SAID EAST BOUNDARY 1319.87 FEET TO THE POINT OF BEGINNING CONTAINING **33.72** ACRES, MORE OR LESS.

#### ALSO:

Commence at an old axle marking the Northeast corner of the South Half of Section 18, Township 1 North, Range 1 West, Leon County, Florida and Thence

RUN SOUTH 00°08'55" WEST ALONG THE EAST BOUNDARY OF SAID SECTION 18 (AS MONUMENTED) 1379.78 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY BOUNDARY OF GEARHART ROAD AND MARKING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING AND LEAVING SAID RIGHT-OF-WAY BOUNDARY RUN SOUTH 00°08'33" WEST ALONG SAID EAST BOUNDARY 465.84 FEET TO AN IRON ROD AND CAP (MARKED #4261) LYING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF INTERSTATE 10 (STATE ROAD NO. 8), THENCE RUN NORTH 61°01'18" WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 186.79 FEET TO AN IRON ROD AND CAP (SET BY DOT), THENCE RUN NORTH 48°08'25" WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 323.35 FEET TO AN IRON ROD AND CAP (SET BY DOT) LYING ON THE EASTERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 263 (CAPITAL CIRCLE NORTHWEST), THENCE RUN NORTH 07°15'55" WEST ALONG SAID RIGHT-OF-WAY BOUNDARY 155.87 FEET TO AN IRON ROD AND CAP (SET BY DOT) LYING ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF GEARHART ROAD, THENCE RUN NORTH 89°19'55" EAST ALONG SAID RIGHT-OF-WAY BOUNDARY 425.12 FEET TO THE POINT OF BEGINNING CONTAINING 3.08 ACRES, MORE OR LESS.

# THE ABOVE DESCRIBED PROPERTY BEING AN AGGREGATE OF 302.89 ACRES, MORE OF LESS.

# Kimley **»Horn**

November 10, 2021

Ryan Culpepper, AICP Director, Development Services Development Support & Environmental Management 435 N. Macomb St | Tallahassee, FL 32301

#### Re: Park Place Development Agreement Extension

Dear Mr. Culpepper:

On behalf of the property owner and applicant, North 10 Capital Associates, please accept this correspondence as a formal request to amend the Park Place Development Agreement pursuant to Section 10-2.508 of the Leon County Code of Laws.

#### Background

The subject property is located at the Northwest and Northeast corner of Interstate 10 and Capital Circle Northwest. The property was originally part of the 592-acre Hopkins parcel and was designated as a Target Planning Area in the Comprehensive Plan. The property that is the subject of the Agreement is the undeveloped 305.54 acres north of I-10.

The Park Place Development Agreement, formally known as the Hopkins North Development Agreement, was initially approved by the Board of County Commissioners on April 12, 2005 and executed on April 25, 2005. The Agreement was approved to provide for an orderly development of the property, including the requirements for the development through the Planned Unit Development (PUD) process. It establishes some of the development standards to be applied and enumerates the developer's obligations to the County.

The Park Place Development Agreement was most recently amended and approved on January 24, 2012 by the Leon County Board of County Commissioners, executed on February 23, 2012 and recorded in public records of Leon County on February 27, 2012 in Book 4341 and Page 1454. This amendment was submitted concurrent with a rezoning request to designate the property as a PUD. The PUD was approved on the same agenda as the Development Agreement.

#### <u>Request</u>

The applicant is requesting an amendment to the Park Place Development Agreement to change the term in which the agreement is effective. The agreement currently states that the term is for a period of ten years, until January 24, 2022. However, this section of the agreement further states that the term "may be extended by mutual written consent of the parties, or their successors, subject to public hearings in accordance with Section 163.3225, F.S.

The applicant is requesting to amend the term for twenty years, until **January 24, 2042**, as the code permits. The applicant is requesting the amendment to the Park Place Development Agreement for several reasons. Most recently, the COVID pandemic created major uncertainly for the project and halted activity and interest since March 2020. Before the pandemic began the applicant had been actively working towards wetland mitigation for the property, however no significant interest in developing the property by an end user had been identified.

As the market began shifting after the pandemic began, the applicant started to receive inquiries and see more interest in the project. There are currently three non-residential end users that are in negotiations with the applicant for purchasing property within the subject PUD for development within the next 12 months.

Since the time of receiving end user interest and framing agreements with said end users, the applicant has hired Kimley-Horn as their consultant to complete several tasks that will allow development of the project to move forward. These tasks include a Natural Features Inventory (NFI) Application Submittal, a Permitted Use Verification Submittal, Concurrency (Traffic and Stormwater Research), a PUD Amendment Submittal to address conditions that are no longer applicable to the project, and site plan submittals for the future end users. The applicant has also updated the survey for the site.

The applicant is taking aggressive steps and showing good faith effort in reviving the Park Place project and validating the Development Agreement. If Leon County approves the Development Agreement amendment to extend the term, the applicant will continue these efforts by addressing and meeting each of the conditions of the agreement prior to requesting individual site plan approval.

Please contact me with any questions concerning the proposed revision to the agreement.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Alessandria Palmer Community Planning

Attachment – Amended Development Agreement

#### NOTICE

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, January 25, 2022, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider proposed amendments to the Park Place Development Agreement (the "Development Agreement"). The property that is subject to the Development Agreement consists of 302 +/- acres of land located at the northwest and northeast corner of Interstate 10 and Capital Circle NW (the "Property").

The Development Agreement provides the types of land uses proposed for the Property, including residential, commercial, office, open space, and community services and facilities/institutional use, but does not specifically propose population densities, building intensities, or building heights. The proposed amendments to the Development Agreement will extend the term of the Development Agreement for a period of twenty years.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual 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, January 24, 2022. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone 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.

Leon County will also be broadcasting the public hearing on Comcast channel 16, 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).

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 Development Agreement may be inspected as part of the agenda package on the County's web site (https://www2.leoncountyfl.gov/coadmin/agenda/). To receive copies of the Development Agreement by other means, such as email, mail, or facsimile transmittal, contact the Department of Development Support & Environmental Management at 850-606-1300.

Advertise: January 18, 2022