BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

AGENDA REGULAR MEETING

Tuesday, February 8, 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: www.leoncountyfl.gov. 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 Facebook page, YouTube channel, Twitter and web site.

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

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

Board of County CommissionersLean County Florida

Leon County, Florida

Agenda

Regular Public Meeting Tuesday, February 8, 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 https://www2.leoncountyfl.gov/coadmin/agenda/. 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 Rev. Ernest J. Lane, Pastor of Macedonia Missionary Baptist Church Pledge of Allegiance by Commissioner Cummings

AWARDS AND PRESENTATIONS

• Proclamation Recognizing February as American Heart Month (Commissioner Dozier)

CONSENT

- 1. Minutes: December 14, 2021 Regular Meeting (Clerk of Court)
- 2. Payment of Bills and Vouchers (County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
- 3. Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Ordinance No. 07-18, as Amended, to Contract the Boundaries of the Fallschase Community Development District (County Attorney)
- 4. Proposed Resolution in Support of Improved Statewide Water Resources Planning (County Administrator/ County Administration)

- 5. Voluntary Annexation of the Property Located at 5350 Capital Circle Southwest (County Administrator/ Development Support & Environmental Management)
- 6. Third Performance Agreement and Surety Device for Summerfield Phase I Subdivision (County Administrator/ Public Works)

<u>Procurements</u>: (These items are included under Consent.)

7. EMS Billing Services Contract (County Administrator/ Purchasing/ Emergency Medical Services)

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

- 8. Status Report on the Lake Hall Schoolhouse Preservation Efforts (County Administrator/ County Administration)
- 9. Annual 2021 Tallahassee-Leon County Board of Adjustment and Appeals Report (County Administrator/ Development Support & Environmental Management)
- 10. FY 2021 Annual Report on Code Enforcement, Nuisance Abatement, and Code Compliance Programs (County Administrator/ Development Support & Environmental Management)
- 11. Status Report on the Implementation of Board Actions Taken on Addressing Poverty and Inequities in 32304

(County Administrator/ Human Services & Community Partnerships)

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

- 12. Consideration to Establish a Commission on the Status of Men and Boys (County Administrator/ County Administration)
- 13. Ratification of Board Actions Taken at the January 24, 2022 Annual Retreat (County Administrator/ County Administration)
- 14. Building Plan Review and Inspection User Fee Study and Fee Resolution (County Administrator/ Development Support & Environmental Management)
- 15. Opioid Litigation Status Report and Consideration of the Opioid Litigation Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. Settlement Proposal and Participation Agreement (County Attorney)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

16. First and Only Public Hearing to Consider Adopting an Ordinance Amending Article IV of Chapter 10 of the Leon County Code of Law, Entitled "Closed Basins and Standards" (County Administrator/ Development Support & Environmental Management)

- 17. Second and Final Public Hearing to Reinstate and Extend the Park Place Development Agreement (County Administrator/ Development Support & Environmental Management)
- 18. First and Only Public Hearing to Consider Adoption of Ordinance Repealing Chapter 11, Article VIII of the Leon County Code of Laws, Relating to Solicitation on Public Streets (County Attorney)

<u>CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS</u>

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

COMMENTS/DISCUSSION ITEMS

<u>Items from the County Attorney</u>

<u>Items from the County Administrator</u>

Discussion Items by Commissioners

RECEIPT AND FILE

none

ADJOURN

The next workshop of the Board of County Commissioners is tentatively scheduled for Tuesday, February 22, 2022 at 9:00 a.m.

The next regular meeting of the Board of County Commissioners is tentatively scheduled for <u>Tuesday, March 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 www.leoncountyfl.gov

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^{nd} Tuesday of the month and workshops for the 4^{th} Tuesday. If additional Board meetings are necessary, the meeting would be scheduled on the 4^{th} 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 – Thursday 20		FAC Legislative Day & Innovation Day Tallahassee, FL
	Monday 24	9:00 a.m.	Board Retreat North Florida Fairgrounds
	Tuesday 25	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First of Two Public Hearings to Consider an Amendment to the Park Place Development Agreement
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency
	Monday 31	5:30 p.m.	City Commission Chambers
February 2022	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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"
		6:00 p.m.	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
	Saturday 12 – Wednesday 16		NACO Legislative Conference Washington, D.C.
	Monday 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 County Courthouse, 5 th Floor Commission Chambers
	Thursday 24	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
March 2022	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to consider an Ordinance Adopting the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule
		6:00 p.m. tentative	First and Only Public Hearing to Consider an Ordinance Amending Ordinance No. 07-18, as amended, to contract the boundaries of the Fallschase Community Development District
	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, 5th 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
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Posted January 31, 2022

Month	Day	Time	Meeting Type
April 2022	Tuesday 12	3:00 p.m.	Regular Meeting
			County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Joint County/City Transmittal Hearing on Cycle 2022
	- 1 10	1.00	Comprehensive Plan Amendments
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency Meeting
	Contract of our 22		City Commission Chambers
	Saturday 23		<u>Honor Flight Tallahassee</u> <u>Washington D.C.</u>
	Tuesday 26 cancelled	9:00 a.m.	Budget Policy Workshop County Courthouse, 5th Floor Commission Chambers
May 2022	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 th 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, 5 th Floor Commission Chambers
	Monday 30	Offices Closed	MEMORIAL DAY
June 2022	Tuesday 14	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.	Joint County/City Adoption Hearing on Cycle 2022 Comprehensive Plan Amendments
	Monday 20	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 21	9:00 a.m.	Budget Workshop County Courthouse, 5th Floor Commission Chambers
	Tuesday 28 – Friday 1		FAC Annual Conference & Educational Exposition Orange County; Orlando, FL
July 2022	Monday 4	Offices Closed	INDEPENDENCE DAY
	Tuesday 12	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5th Floor Commission Chambers
		3:00 p.m.	Regular Meeting 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 - Sunday 21		Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL
September 2022	Monday 5	Offices Closed	LABOR DAY
-	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 21/22*
	<u>Wednesday 14 –</u> Friday 16		FAC Innovation & Policy Conference Miami-Dade County
	Sunday 18 –		ICMA Annual Conference
	Wednesday 21		Franklin County / Columbus, Ohio

Month	Day	Time	Meeting Type
September 2022	Tuesday 20	1:00 p.m.	Workshop TBD
(cont.)			County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 21/22*
	Tuesday 27	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	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 hearing	g 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 th 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 th 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 th 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, 5th 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

Code Enforcement Board

Commissioner - District IV: Bryan Welch (1 appointment)

Contractors Licensing Board

Commissioner - District III: Rick Minor (1 appointment)

Joint City/County Bicycling Workgroup

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

Board of Adjustments & Appeals

Board of County Commissioners (2 appointments)

Board of County Commissioners	
Regular Public Meeting	
February 8, 2022	

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JUNE 30, 2022 (cont.)

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

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: December 14, 2021, Regular Meeting.

Review and Approval:	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: December 14, 2021 Regular Meeting.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes of the December 14, 2021 Regular Meeting.

Attachment:

1. December 14, 2021 Regular Meeting minutes

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA REGULAR MEETING December 14, 2021

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

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

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Pastor Wade Moran with Emerge Church.

The Pledge of Allegiance was provided by Commissioner Welch.

AWARDS AND PRESENTATIONS

- Proclamation Recognizing December as National Drunk & Drugged Driving (3D)
 Prevention Month
 - o Commissioner Jackson presented the Proclamation recognizing December as National Drunk & Drugged Driving (3D) Prevention Month.
 - o Kristen Allen, Affiliate Executive Director for Mothers Against Drunk Driving, thanked the Board for its support and for the Proclamation. She also encouraged everyone to drive sober and defensively during the holidays.
- Proclamation Recognizing Civil Rights Activists Robert and Trudie Perkins
 - o Chairman Proctor presented the Proclamation to the Perkins Family.
 - o The family members of Robert and Trudie Perkins thanked the Board.
- Proclamation Recognizing the AmeriCorps Members Working in Leon County
 - o Chairman Proctor introduced Vice Chair Maddox to present the Proclamation to AmeriCorps.
 - o Team Leader Kyle Sharen thanked the Board for the opportunity to work with the community and improve their skills. He also thanked the Tallahassee Food Network and other community partners.
- Presentation of \$55,000 Donation from the Friends of the Leon County Library

- o Chairman Proctor introduced Ms. Dale Grigas, President of the Friends of the Library Board of Directors.
- o Ms. Dale Grigas congratulated Debra Sears on her retirement and thanked the Board for a strong and innovative library system. Ms. Grigas provided an overview of the Friends fundraising and purchases for the library. She presented the check to Ms. Sears and Chairman Proctor who thanked them for the generous donation in the amount of \$55,000.

Proclamation Recognizing the Retirement of Debra Sears, Leon County Library Director

- o Chairman Proctor presented the Proclamation recognizing the Retirement of Debra Sears, Library Director. He thanked Ms. Sears for being a dedicated employee and for her 17 years of service to the community.
- o Ms. Sears thanked the Board for the assistance to the Leon County libraries. She also thanked all her colleagues and County Administrator Vincent Long.
- o County Administrator Long thanked Ms. Sears for her service and introduced the new Library Director Pamela Monroe.
- o Commissioner Dozier thanked Ms. Sears for her many years of service and congratulated her on her retirement.
- o Commissioner Minor thanked Ms. Sears for all she has done for the library system and for her 17 years of service.

• Proclamation Recognizing the Retirement of Claudia Blackburn, Health Officer for Florida Department of Health-Leon County

- Commissioner Dozier presented the Proclamation to Claudia Blackburn for her retirement as the Health Officer for Florida Department of Health-Leon County. She acknowledged her tirelessly service in healthcare and for leading during the pandemic.
- o Claudia Blackburn, Health Officer for the Florida Department of Health, thanked the Board and county staff for their support and for the Proclamation.
- Commissioner Welch thanked Ms. Blackburn for her service, her commitment to the community, her knowledgeable approach and persistence working through many difficult challenges.
- o Commissioner Jackson thanked Ms. Blackburn for being a leader of the Leon County Health Departments and her work for the community.
- Vice Chair Maddox thanked Ms. Blackburn for all her efforts and being an amazing leader for the community.

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- o Commissioner Minor thanked Mrs. Blackburn for her accomplishments and legacy to the community.
- o Commissioner Cummings thanked Ms. Blackburn for continuously showing her care and concern for the well-being of the citizens of Leon County and congratulated her on her retirement.
- o County Administrator Long thanked Ms. Blackburn for the work she has performed and congratulated her on her retirement.
- o Chairman Proctor thanked Mrs. Blackburn for being a faithful person and for her well-done work.

Coronavirus Disease 2019 (COVID-19) Update

- County Administrator Long introduced Ms. Blackburn for the COVID-19 update. He also spoke about the new Omicron variant case in California and expressed that the County no longer requires employees to be vaccinated to comply with the new law.
- Claudia Blackburn, Health Officer for the Florida Department of Health in Leon County, spoke about the new cases and positivity rate by week from June through December of 2021. She also spoke about the different testing sites around Leon County, the importance of getting vaccinated, the Omicron variant, hospital admissions, boosters, pediatric recommendations, and monoclonal antibody treatments.

Presentation on the Anatomy of the Homicide Project

- o Chairman Proctor commended the Sheriff for the outstanding report.
- o Sheriff Walt McNeil provided a brief overview of the report and introduced the writer of the report, Sara Bourdeau, Research, Planning and Project Administrator, Leon County Sheriff's Office.
- o Sara Bourdeau provided an overview of the Anatomy of the Homicide Project report, which analyzes local murders between 2015-2020 to develop an understanding of the commonalities between the people, conditions and circumstances contributing to homicides in the capital city and the county.
- Sheriff McNeil provided an overview of the report's recommendation, including the development of a joint Sheriff/City/County working group on the Status of Men and Boys.
- o Chairman Proctor expressed the need to address mental health issues related to crimes and stated his support of the Sheriff's efforts.
- Vice Chair Maddox commended the Sheriff for his innovations in tackling crime in our community. He commended the report and stated his support of the establishment of the joint Council on the Status of Men and Boys. He reflected

on the need to include Leon County Schools, representatives from the affected zip codes, and possibly the Chief Judge.

- Vice Chair Maddox requested a motion to create the Council on Men and Boys.
- o Commissioner Jackson made the motion, seconded by Commissioner Cummings. He reflected on the report and the need for early intervention.
- Commissioner Cummings commended the report and expressed the need for joint action to address the issues. She reflected on the focus of the Children's Services Council.
- Commissioner Welch commended the report and reflected on the underlying fear and anger in the affected areas, and lack of a support system. He stated his support of the motion.
- Commissioner Dozier commended the report and expressed the need for strategic partners. She questioned if the proposed working group should be structured like the Commission on the Status of Women and Girls. She reflected on alternative structures and suggested that Council be staffed by the City and County.
- o Sheriff McNeil expressed the need for the Council to have data driven decision making and measurable outcomes.
- Commissioner Minor commended the report and reflected on the multidimensional nature of crime and poverty issues. He stated his support of the motion.

Commissioner Jackson moved, seconded by Commissioner Cummings, to direct staff to provide an agenda item to consider the establishment of the Council on the Status of Men and Boys, in conjunction with the Sheriff's office, the City of Tallahassee, and Leon County Schools, with the purpose to address the issues brought forth in the Anatomy of the Homicide Project report.

The motion carried 7-0.

*The Board recessed at 5:20 p.m. and returned at 6:00 p.m.

ADDED - Update on the Florida Legislative Redistricting Process

- o Chairman Proctor stated that the Florida Legislative session convenes on January 11th and requested the presentation on the projected Florida Senate, House, and congressional districts.
- o Andrew Johnson, Assistant to the County Administrator, provided an update on Florida's legislative redistricting process. He explained that changes in the Florida Senate map proposals are minor, and that most changes would occur in the map proposals for the Florida House of Representatives.

- o Dr. Jeffrey Sharkey, Capitol Alliance Group, provided an overview of projected redistricting and the effects on geographic and political interest areas.
- o Chairman Proctor expressed concern for the possibility of Representative Shoaf representing residents in 32304 in Leon County District 1.
- commissioner Minor stated that he spoke to the legislative redistricting subcommittee members in December and expressed the need for an urban core focus for 32304. He noted that the Wakulla Board of County Commissioners stated its support of House Map 7 in a letter approved at its December 13th meeting. He made a motion for a resolution to reject the proposed House Map 5 and in support of House Map 7 or something similar, which would preserve the existing character of House Districts 7 and 9.
- o Commissioner Welch stated his support of the motion.
- o Commissioner Dozier reflected on the need for a resolution or letter and confirmed with the County Attorney that a resolution is allowable. Commissioner Dozier seconded the motion.

Commissioner Minor moved, seconded by Commissioner Dozier, to approve a resolution to reject the proposed Florida House of Representative redistricting Map 5 and in support of Map 7, generally.

The motion carried 7-0.

CONSENT

Commissioner Welch moved, seconded by Commissioner Dozier, to approve the Consent Agenda.

The motion carried 7-0.

1. Minutes: September 28, 2021, Legislative Workshop; September 28, 2021, Public Hearing; and October 12, 2021, Regular Meeting

The Board approved Option #1: Approve the minutes of September 28, 2021, Legislative Workshop; September 28, 2021, Public Hearing; and October 12, 2021, Regular Meeting.

2. Payment of Bills and Vouchers

The Board approved Option #1: Approve the payment of bills and vouchers submitted for December 14, 2021, and pre-approve the payment of bills and vouchers for the period of December 15, 2021, through January 24, 2022.

3. Commissioner Appointments to the Library Advisory Board

The Board approved Option #1: Ratify individual Commissioner appointments of citizens to the Library Advisory Board:

a. Commissioner Welch appoints Richard Murphy for a two-year term ending December 31, 2023.

- b. Commissioner Jackson appoints Dr. Cheron Davis for a two-year term ending December 31, 2023.
- c. Commissioner Cummings appoints Jennifer Etheridge for a two-year term ending December 31, 2023.

4. 2022 Citizen Engagement Series, Club of Honest Citizens, and Village Square Events

The Board approved Option #1: Approve the continued relationship with the Village Square and Club of Honest Citizens program, and authorize the County Administrator to execute an agreement, in a form approved by the County Attorney; and

Option #2: Approve the tentative schedule of events for the 2022 Citizen Engagement Series, Club of Honest Citizens, and Village Square events.

5. Aquifer/Wellhead Protection Program Interlocal Agreement

The Board approved Option #1: Approve the Aquifer/Wellhead Protection Program Interlocal Agreement between Leon County and the City of Tallahassee and authorize the Leon County Administrator to execute the Agreement, subject to legal review by the County Attorney.

6. Request to Schedule Two Public Hearings to Consider an Amendment to the Park Place Development Agreement for January 25, 2022, and February 8, 2022

The Board approved Option #1: Schedule two public hearings to consider an amendment to the Park Place Development Agreement to extend the term of the Agreement, for January 25, 2022, and February 8, 2022, at 6:00 p.m.

- 7. <u>PULLED</u> -Request to Schedule the 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" for January 25, 2022
- 8. EMS Recruitment and Retention Strategies

The Board approved Option #1: Authorize the creation of the EMT to Paramedic Trainee Program as discussed in this item and approve associated revisions to Section VI of the Leon County Personnel Policies and Procedures Manual;

Option #2: Authorize the implementation of shift incentive stipends as discussed in this item and approve associated revisions to Section V of the Leon County Personnel Policies and Procedures Manual; and

Option #3: Approve the associated Budget Amendment and Resolution.

9. FY 2021 Carry Forward Adjustments

The Board approved Option #1: Authorize the additional carry forward adjustments of FY 2021 appropriations to the FY 2022 budget by adopting the Resolution and associated Budget Amendment Request.

10. Approval of Resolution and Interlocal Agreement with Public Agencies to Authorize the Future Refunding of Orange County Health Facilities Authority Revenue Bonds Series 2016 for Presbyterian Retirement Communities and Future Conduit Financing

The Board approved Option #1: Approve the Resolution and Interlocal Agreement to authorize the future refunding of the Orange County Health Authority Revenue Bond Series 2016 and future conduit financing.

11. Federal Communications Commission Emergency Connectivity Fund Grant

The Board approved Option #1: Authorize the acceptance of the Federal Communications Commission Emergency Connectivity Fund grant in the amount of \$78,998 and authorize the County Administrator to execute all related grant documents, subject to legal review by the County Attorney; and

Option #2: Approved the Resolution and associated Budget Amendment Request.

12. Acceptance of \$55,000 Donation from the Friends of the Library

The Board approved Option #1: Accept the \$55,000 donation from the Friends of the Library and approve the Resolution and associated Budget Amendment Request.

13. Florida Humanities' Community Project Grant

The Board approved Option #1: Authorize submission of the Florida Humanities' Community Project Grant application for the Leon County Library Outdoors programs.

14. National Endowment for the Arts "Big Read" Grant Application for 2023

The Board approved Option #1: Authorize the submission of the National Endowment for the Arts "The Big Read" grant proposal.

15. Acceptance of a Comprehensive Plan Amendment Application for the 2022 Comprehensive Plan Amendment Cycle

The Board approved Option 1: Approval to waive the application deadline and accept the application for the proposed large-scale map amendment for the D.R. Horton Southwood Plantation Road property in the 2022 Comprehensive Plan amendment cycle.

16. Resolution in Support of a Florida Department of Transportation – Safe Routes to Schools Grant Application to Construct Sidewalks on Three County Roads

The Board approved Option #1: Adopt the Resolution in support of Florida Department of Transportation - Safe Route to School Grant Application to construct sidewalks on Westway Road between Crawfordville Road and Capital Circle SW, Shumard Drive

between Canyon Creek Road and Bur Oak Drive, and Sherborne Road between Old Bainbridge Road and Rockingham Road.

17. Status Report on Flooding Conditions Along the Alford Arm Tributary South of Mahan Drive

The Board approved Option #1: Accept the status report on flooding conditions along the Alford Arm Tributary south of Mahan Drive.

18. United States Environmental Protection Agency "Water and You, Clean Water Campaign" Grant Amendment

The Board approved Option #1: Approve the United States Environmental Protection Agency Section 319(h) Grant Amendment for the "Water and You, Clean Water Campaign" Project and authorize the County Administrator to execute the Amendment.

19. Proposed Building Sustainability Policy

The Board approved Option #1: Adopt the proposed Building Sustainability Policy, subject to legal review by the County Attorney.

20. REMOVED - Appointment of the Leon County Health Department Administrator

Procurements: (These items are included under Consent.)

21. Acceptance of Bid to Sell County Property at Proctor and Thomasville Road and Authorization to Proceed with the Purchase of 50 acres for the new Northeast Park Location on Centerville Road

The Board approved Option #1: Authorize the County Administrator to execute the purchase and sale agreements and any other documents necessary to complete the sale of the Proctor/Thomasville Roads property and to purchase the Centerville Road property south of Roberts Road in a form substantially similar to Attachments #1 and #2, subject to legal review by the County Attorney; and

Option #2: Approve the Resolution and associated Budget Amendment to provide the necessary budget for the land transactions.

22. FY 2022 Insurance Coverages

The Board approved Option #1: Approve the FY 2022 insurance coverages and authorize the County Administrator to place insurance coverages for Property, Excess Workers' Compensation, and General Liability as specified in renewal Option 1.

- Property and Flood Insurance (total insured value \$374,851,940): Zurich, \$724,480
- Excess Workers' Compensation: Florida Municipal Insurance Trust, \$290,590

- General Liability (including Public Official, Employment Practices Liability, Excess Liability, Auto and Medical Malpractice): Travelers, \$664,815, and Lloyds of London, \$9,317
- Cyber Security: ACE American Insurance Inc., Co. Chub, \$30,908
- As the broker of record, authorize Brown & Brown to place Pollution, Accidental Death & Dismemberment, Crime, and Aviation liability coverages.

23. Approval of the Award for the Leon County Sheriff's Detention Center Audible Fire Alarm Repairs and Upgrades Project

The Board approved Option #1: Approve the Award to Honeywell for the Detention Center Audible Fire Alarm Repairs and Upgrades Project utilizing cooperative purchasing from GSA Contract #47QSWA18D0057 in the amount of \$454,660, and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

24. Authorization to Negotiate Solid Waste Consulting, Engineering, and Related Services for the Leon County Landfill Closure

The Board approved Option #1: Authorize staff to negotiate the consulting, engineering, and related service fees with HDR Engineering, Inc., if negotiations are unsuccessful, authorize staff to negotiate with the second ranked firm for the project, and authorize the County Administrator to execute the Agreement subject to legal review by the County Attorney.

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

25. Status Report on the Infrastructure Investment and Jobs Act and the Build Back Better Act

The Board approved Option #1: Accept the status report on the Infrastructure Investment and Jobs Act and the Build Back Better Act; and

Option #2: Approve the Resolution in support of the Florida Association of Counties' "ACCESS 67" initiative.

26. PULLED - Status Report on the Cultural Resource Review Process

27. Annual Affordable Housing Advisory Committee 2021 Report and Proposed Revisions to the Leon County 2021-2023 State Housing Initiatives Partnership – Local Housing Assistance Plan

The Board approved Option #1: Accept the 2021 Affordable Housing Advisory Committee Annual Report of Recommendations; and

Option #2: Approve the proposed revisions to the 2021 – 2023 Leon County State Housing Initiatives Partnership-Local Housing Assistance Plan and adopt the associated Resolution.

28. November 2021 Quarterly Economic Dashboard

The Board approved Option #1: Accept the November 2021 Economic Dashboard Report.

29. Annual Sidewalk Program Implementation Status Report

The Board approved Option #1: Accept the FY 2021 annual status report on the Sidewalk Program implementation; and

Option #2: Direct staff to include the following sidewalks in the Approved Sidewalk List for community enhancements:

- a. Tier 1: Old St. Augustine Road Capital Circle SE to 1,700 feet east of Southwood Plantation Road;
- b. Tier 2: Ben Brush Trail City limits to Pimlico Drive; Bull Headley Road Bannerman Road to Manor House Drive;
- c. Tier 3: Swatts Road Old Bainbridge Road to City limits; Avondale Way Buck Lake Road to the end; Cypress Circle - Autumn Woods Way to the end; Louvinia Drive - Old St. Augustine Road to Augustwood Lane; Old St. Augustine Road -April Road to Williams Road; Kingman Trail - Pimlico Drive to Majestic Prince Trail; and

Option #3: Direct staff to proceed with the construction of the Woodville Highway (Natural Bridge Road to Hickory Lane) Safe Routes to School sidewalk project for an estimated cost of \$170,000.

30. Annual Street Lighting Program Status Report

The Board approved Option #1: Accept the overview of the County's Road Maintenance, Repair and Stabilization Programs and the status update on Southwood Estates and the Southwood Unrecorded Neighborhoods.

31. Overview of the County's Road Maintenance, Repair and Stabilization Programs for Private Roads and an Update on the Southwood Unrecorded Neighborhoods

The Board approved Option #1: Accept the overview of the County's Road Maintenance, Repair and Stabilization Programs and the status update on Southwood Estates and the Southwood Unrecorded Neighborhoods.

32. Annual Sustainability Program Status Report

The Board approved Option #1: Accept the annual status report on the County Sustainability Program.

CONSENT ITEMS PULLED FOR DISCUSSION

Item 7. Request to Schedule the 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" for January 25, 2022

• Pulled from Consent by Commissioner Dozier.

• Commissioner Dozier stated that the Water Resource Committee has not reviewed this item and reflected on the need for that review before the public hearing. She made a motion for Option #1, amended to schedule the public hearing for February instead of January.

Commissioner Dozier moved, seconded by Vice Chair Maddox, to approve Option #1 <u>as amended</u>: Schedule the first and only Public Hearing to consider adopting an Ordinance amending Article IV of Chapter 10 of the Leon County Code of Laws, entitled "Closed Basin and Standards" for <u>February 8</u>, 2022, at 6:00 p.m., <u>and direct staff to present the item to the Water Resources Committee for review before the public hearing.</u>

The motion carried 7-0.

Item 26. Status Report on the Cultural Resource Review Process

- Pulled from Consent by Commissioner Dozier.
- The following citizens provided in-person comments:
 - o Mary Glowacki, Treasury of the Tallahassee Historical Society, spoke in support of an archaeological position as a City/County staff member.
 - o Lonnie Mann, Panhandle Archeological Society of Tallahassee, spoke in support of an archaeological position as a City/County staff member.
- Commissioner Dozier reflected on the recent work reclaiming African American cemeteries in the area and stressed the need for collaboration with the city to preserve archaeological sites. She confirmed with Barry Wilcox, DSEM Director, that training could be made available to County staff who will be reviewing the plans in the interim. She stated her support of a permanent archaeological staff position.

Commissioner Dozier moved, seconded by Commissioner Welch, to approve Option #1 <u>as amended</u>: Accept the status report on the adjusted Cultural Resources Review Process <u>and direct staff</u> to work with partners to develop archeological training for those reviewing plans on an <u>interim basis</u>; and to continue discussions with the City on a jointly funded permanent archeological position.

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.)

- The following citizens provided in-person comments:
 - o Stanley Sims, 1320 Avondale Way, spoke about the Homicide Project report and the challenges faced by minority youth and homeless individuals.
 - o Robert Blacklidge, 914 Railroad Avenue, Executive Director of Domi Station, asked for support to renovate the County Building at 914 Railroad Avenue.

- o Gary Hudson, 4938 Pimlico Drive, expressed his concern about Waste Pro Management trucks spilling oil on the streets of his neighborhood.
 - O Chairman Proctor confirmed that staff will follow-up with the citizen.

GENERAL BUSINESS

33. Consideration of Policy Options to Address Public Health and Safety Issues Related to Homeless

County Administrator Long introduced this item. He stated 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 addressing them. These policy options reflect a multifaceted 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 need housing and/or other social services.

- Chairman Proctor passed the gavel to Vice Chair Maddox.
- The following citizen provided an in-person comment:
 - o Karen Woodall, 603 North Martin Luther King Jr. Boulevard, spoke in opposition to an ordinance, and in support of additional services such as port-o-lets throughout the community and additional transitional housing.
- Commissioner Dozier commended the agenda item, stated her support of Option #1, and expressed opposition to an ordinance. She made a motion for Options #1 (accept the report) and #5 (the Sheriff's recommendation including funding two HOST deputies and deferring the drafting of an ordinance pending a Summer 2022 status report on the effectiveness of the HOST deputies), seconded by Commissioner Jackson. She stated the need for more permanent support housing.
- Commissioner Welch thanked the County Administrator and County Attorney for bringing this item back and stated his support of Options #1, #2 and #3. He reflected on the County's duty to assist the homeless with food, shelter, mental health services and substance abuse services, and to provide a safe and stable situation. He stated that he supports giving the County Attorney and County Administrator the opportunity to draft an ordinance that may help to prevent individuals from living in a dangerous unsafe situation.
- Vice Chair Maddox questioned how drafting an ordinance will help to house the individuals and reflected on those individuals who decline the assistance.
- Commissioner Minor reflected on the complexity of the issue and the amount of funding the City and County are investing into homeless services. He stated his support of Options #1 and #5.
- Vice Chair Maddox asked the County Attorney to elaborate on the process to draft an ordinance consistent with federal law.

- o County Attorney O'Steen stated that many of the issues are matters of individual rights and therefore there is a fine line to be considered when drafting an ordinance.
- County Administrator Long stated that the issue of homelessness has not been addressed successfully at the federal or state level, so local governments are forced to pursue "Band-Aid" solutions as there will never be enough resources locally to meet the need. He explained that addressing the issue from a regulatory standpoint would provide the County with a last resort option in the instances where a services-first approach has failed.
- Commissioner Cummings thanked the County Attorney and County Administrator for the analysis and stated her support of Options #1, #2 and #3.
- Commissioner Jackson confirmed with County Administrator Long that the \$490,817 expenditure in Option #3 and #5 is acceptable under the American Rescue Plan Act. He reflected on the issues of homeless individuals loitering, littering, and creating unsafe conditions. He stated his support of Options #1 and #5.
- Chairman Proctor offered a substitute motion for Options #1, #2 and #3, seconded by Commissioner Welch.
- Commissioner Jackson stated that he could not support the substitute motion and reiterated his support of the Sheriff's recommendation of Option #5.
- Vice Chair Maddox stated his support of Option #5.
- Commissioner Dozier expressed that the County cannot compel individuals to accept services, and that the County is building trust and connecting individuals to services. She confirmed with the County Attorney that an officer must witness an individual defecating or urinating to enforce an ordinance if the penalty is the equivalent of a second-degree misdemeanor. She reflected that the issue is extremely complicated and stated her support of the Sheriff's recommendation of Option #5.
- Commissioner Minor reflected on the homeless services that have been implemented in the last year to build trust and capacity. He stated he could support Options #1, #2 and #3, but also stated his support of the Sheriff's recommendation of Option #5.

Chairman Proctor moved, seconded by Commissioner Welch, to approve Option #1: Direct staff to develop a draft ordinance to repeal Chapter 11, Article VIII of the Code of Laws of Leon County;

Option #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); and.

Option #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.

The motion carried 4-3 with Commissioner Dozier, Commissioner Jackson, and Vice Chair Maddox in opposition.

34. Community Human Services Partnership Uniform Performance Measures

County Administrator Long introduced this item. He stated this item seeks Board consideration to adopt uniform performance measures for the Community Human Services Partnership's upcoming two-year funding cycle (FY 2023 and FY 2024) developed by the FSU Askew School of Public Administration and Policy, which will assist in evaluating the effectiveness of human services programs in the community. The item also seeks Board authority to develop a Memorandum of Understanding with the City of Tallahassee and the Children's Services Council of Leon County on the coordination of grant making, data sharing, and performance measures as recommended by the FSU Askew School of Public Administration and Policy.

Vice Chair Maddox moved, seconded by Commissioner Welch, for approval of Option #1: Approve the uniform performance measures as developed by the FSU Askew School of Public Administration and Policy for the Community Human Services Partnership's upcoming two-year funding cycle (FY 2023 and FY 2024); and

Option #2: Authorize the County Administrator to develop a Memorandum of Understanding with the City of Tallahassee and the Children's Services Council of Leon County to partner on opportunities to collaborate and coordinate on the funding, program delivery, program evaluation, and outcome measures for children and family services, for consideration by the Board at a future meeting.

The motion carried 7-0.

- Commissioner Dozier thanked the partners who worked with staff to develop the report. She confirmed with Shington Lamy, Director of Human Services & Community Partnerships, that an agenda item will be brought back to the Board in the spring that will also include the ratification of the CHSP Citizen Review Team membership.
 - o Shington Lamy confirmed they will bring an agenda item.

35. Allocation of Leon County Emergency Rental Assistance Program Funding

County Administrator Long introduced this item. He stated this item seeks Board ratification of the County Administrator's \$11 million request made to the U.S. Department of Treasury by the November 30, 2021, deadline for additional Emergency Rental Assistance 1 funding to provide rental and utility assistance to eligible applicants, as well as relocation assistance and housing stability services to eligible

residents. If the County is not awarded the full \$11 million in funding, this item recommends expending the County's remaining \$2.4 million in Emergency Assistance 2 funding in support of these programs.

Vice Chair Maddox moved, seconded by Commissioner Welch, to approve Option #1: Ratify the County Administrator's request of \$11 million in additional Emergency Rental Assistance 1 funding and approve utilizing any awarded funds to conduct recertifications for previously awarded applicants, relocation assistance and housing stability services for eligible Leon County residents and approve the Resolution and associated budget amendment; and

Option #2: If the County is not awarded the full \$11 million in additional Emergency Rental Assistance 1 funding, authorize the County Administrator to utilize \$2.4 million in Emergency Rental Assistance 2 funds to conduct recertifications for previously awarded applicants, relocation assistance and housing stability services for eligible Leon County residents.

The motion carried 7-0

36. Acceptance of the Citizens' North Monroe Corridor Task Force Final Report

County Administrator Long introduced this item. He stated this item seeks Board acceptance of the Citizens' North Monroe Street Corridor Task Force Final Report and staff recommendations. On April 13, 2021, the Board created the Citizens' North Monroe Street Corridor Task Force to examine issues along the corridor, from Fred George Road and Tharpe Street, including infrastructure and aesthetic improvements, crime reduction and safety, and responding to the impacts of homelessness.

- The following citizen provided an in-person comment:
 - o Marcus Thompkins, 217 W. 9th Avenue, thanked the Board for allowing him to serve on the Task Force and encouraged the Board to continue the Task Force or to create a new committee to follow-up on the Task Force recommendations.
- Commissioner Minor recognized the citizens who served on the Task Force and thanked them and staff for their efforts. He reflected on the approved Blueprint funding for the North Monroe Gateway Project.

Commissioner Minor moved, seconded by Vice Chair Maddox, for approval of Option 1: Accept the Citizens' North Monroe Corridor Task Force Final Report and staff recommendations as follows:

- a. Corridor Improvements:
 - i. Provide Blueprint staff the Task Force's Final Report for future consideration as part of the North Monroe Gateway Project.
 - ii. Evaluate a new strategic initiative for the County to explore operating a Welcome Center near I-10 (not specific to any interchange).
 - iii. Direct staff to coordinate with the City and FDOT to schedule the necessary restriping and pavement markings along the North Monroe Corridor.

- iv. Continue to encourage and support efforts by FDOT to install landscaping along the North Monroe Street corridor.
- v. Support FDOT's request of StarMetro to slightly relocate the bus stop at the School of Math and Sciences on North Monroe Street to preserve sight distance for the school entrance/exit and upgrade the bus stop to include a bench and shelter.
- vi. Encourage StarMetro to incorporate other North Monroe Street bus stops north of I-10 in its Capital Improvement Program for upgrades including shelters and benches.
- vii. Direct staff to request FDOT to mitigate the gaps in continuous sidewalk access along North Monroe Street in support of residents and businesses.
- viii. Direct staff to work with the consultant selected for the Land Use Element Update to examine retail land uses and possible amendments to the Lake Protection Land Use Map along the North Monroe Street corridor.

b. Crime and Human Trafficking:

- i. Direct staff to prepare a Proclamation in support of Human Trafficking Awareness Month (January) to be signed by the Chairman and to identify opportunities for County engagement next month.
- ii. Continue to support the Survive and Thrive Advocacy Center pilot program to educate and train business owners and residents to recognize and respond to human trafficking.
- iii. Encourage the Human Services Street Outreach Team to participate in Survive and Thrive Advocacy Center's human trafficking awareness training.
- iv. Request the Florida Department of Business and Professional Regulation assess the compliance of public lodging establishments in Leon County for meeting state requirements for human trafficking awareness training and signage.
- v. Direct staff to identify tactics to help educate and inform citizens and businesses on the North Monroe Street corridor of the programs offered by local law enforcement agencies and encourage use of these programs to deter crime.

c. Homelessness:

- i. Continue to support the Street Outreach Teams efforts to provide housing to unsheltered individuals and families including emergency shelter, hotel vouchers, and diversion services.
- ii. Direct staff to facilitate the creation of a one-page shareable resource guide for businesses and residents through coordination with Big Bend Continuum of Care, Big Bend 211, Salvation Army, and Survive and Thrive Advocacy Center.
- iii. Consider funding the two Homelessness Outreach Street Team Deputies, as provided in a separate agenda item, to address homeless individuals that are disrupting businesses or trespassing and camping in neighborhood.

The motion passed 6-0 with Commissioner Welch out of Chambers.

37. Appointment of Commissioners to the Canvassing Board

County Administrator Long introduced this item. He stated this item requests the Board's appointment of one Commissioner to serve as a member of the Canvassing Board as a replacement for the Chairman, and the Board's appointment of a commissioner to serve as a substitute member for the Canvassing Board.

- o County Attorney O'Steen presented the criteria to serve on the Canvassing Board.
- o Commissioner Jackson confirmed with the County Attorney that attending a fund raiser for a candidate would disqualify a commissioner.
- o Commissioner Dozier encouraged the three other eligible Commissioners to consider serving, since she would not be able to serve after the Board's reorganization in 2022 since she is not seeking re-election.
- o Commissioner Welch confirmed with County Attorney O'Steen that a commissioner could donate to a candidate and still be eligible to serve. He questioned that if he supported a candidate who does not currently have opposition on social media, would that disqualify him. He confirmed with the County Attorney that he is eligible to serve if the candidate does not have opposition. He made a motion for Option #1.
- o County Attorney O'Steen recommended requesting an opinion from the Division of Elections office on if social media activity constitutes being an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed.
- o Commissioner Cummings confirmed that she attended a fundraiser for a candidate in a contested race; therefore, she is ineligible.
- o Commissioner Dozier suggested that information regarding appointments to the Canvassing Board be brought to the Board two years in advance of an upcoming election.
- o County Administrator Long confirmed that notification will be sent to the Board well in advance of future elections.

Commissioner Welch moved, seconded by Commissioner Dozier, to approve Option #1: Full Board to appoint one Commissioner, Brian Welch, as a replacement for the Chairman on the Canvassing Board, for a one-year term; and

Option #2: Full Board to appoint one Commissioner, Jimbo Jackson, as the Substitute member for the Canvassing Board for a two-year term ending December 31, 2023.

The motion carried 7-0.

38. Full Board Appointment of Commissioners to Authorities, Boards, Committees and/or Councils

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County Administrator Long introduced this item. He stated this item seeks Board approval to appoint Commissioners to the Big Bend Continuum of Care Board, Capital Region Transportation Planning Agency, Juvenile Justice Circuit 2 Advisory Board,

Leon County Educational Facilities Authority, and Workforce Development Consortium Region 5.

Commissioner Dozier moved, seconded by Commissioner Welch, to approve Option #1: Full Board to appoint the following:

a. Full Board to reappoint one Commissioner, Rick Minor, to the Big Bend Continuum of Care for a two-year term ending December 31, 2023.

The motion carried 7-0.

Commissioner Minor moved, seconded by Vice Chair Maddox, to approve Option #1: Full Board to appoint the following:

b. Full Board to reappoint three Commissioners, Kristin Dozier, Rick Minor, and Nick Maddox, to the Capital Region Transportation Planning Agency for a two-year term ending December 31, 2023.

The motion carried 7-0.

Vice Chair Maddox moved, seconded by Commissioner Dozier, to approve Option #1: Full Board to appoint the following:

c. Full Board to reappoint one Commissioner, Jimbo Jackson, to the Juvenile Justice Circuit 2 Advisory Board for a two-year term ending December 31, 2023.

The motion carried 7-0.

Commissioner Dozier moved, seconded by Commissioner Cummings, to approve Option #1: Full Board to appoint the following:

d. Full Board to reappoint one Commissioner, Brian Welch, to the Leon County Educational Facilities Authority for a two-year term ending December 31, 2023.

The motion carried 7-0.

Commissioner Dozier moved, seconded by Commissioner Welch, to approve Option #1: Full Board to appoint the following:

e. Full Board to reappoint one Commissioner, Nick Maddox, to the Workforce Development Consortium, Region 5, for a two-year term ending December 31, 2023.

The motion carried 7-0.

39. Full Board Appointments to the Affordable Housing Advisory Committee, the Early Learning Coalition of the Big Bend, and the Joint City/County Bicycling Workgroup

County Administrator Long introduced this item. He stated this item seeks the full Board's consideration of the appointment of citizens to the Affordable Housing Advisory Committee, the Early Learning Coalition of the Big Bend, and the Joint City/County Bicycling Workgroup.

Commissioner Welch moved, seconded by Commissioner Dozier, to approve Option #1: Appoint one citizen, Rachel Stevens, to the Affordable Housing Advisory Committee for the remainder of the unexpired term ending March 31, 2023.

The motion carried 7-0.

Commissioner Jackson moved, seconded by Chairman Proctor, to approve Option #2: Appoint one citizen, Kim Sims, to the Early Learning Coalition for a four-year term ending on December 31, 2025.

The motion carried 7-0.

Commissioner Dozier moved, seconded by Chairman Proctor, to approve Option #3: Appoint two citizens, Robert Feuerstein and Justin Pogge, to the Joint City/County Bicycling Workgroup for three-year terms ending December 31, 2024.

The motion carried 7-0.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

40. First and Only Public Hearing to Consider Adopting an Ordinance Adjusting the Boundary Lines for the Single-Member Leon County Board of County Commissioners' Districts

County Administrator Long announced the Public Hearing. He stated this item is associated with the recent approval of redistricting maps.

Vice Chair Maddox moved, seconded by Commissioner Welch, to approve Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance adjusting the boundary lines for the Single-Member Leon County Board of County Commissioners' Districts.

The motion carried 7-0.

41. First and Only Public Hearing to Consider Adopting an Ordinance Authorizing the Automatic Renewal of the Low-Income Senior Property Tax Exemption

County Administrator Long announced the Public Hearing. He stated this item proposed the first and only public hearing to consider adopting an Ordinance amending Section 11-423 of the Leon County Code of Laws, to authorize the automatic renewal of the additional homestead exemption for low-income persons 65 or older, as requested by the Leon County Property Appraiser.

Commissioner Dozier moved, seconded by Commissioner Minor, to approve Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance

amending Section 11-423 of the Leon County Code of Laws to authorize the automatic renewal of the additional homestead exemption for low-income persons 65 or older.

The motion carried 7-0.

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

County Administrator Long announced the Public Hearing. He stated this item requests the Board conduct the first and only Public Hearing to consider a proposed Resolution adopting an inventory list of County-owned properties deemed appropriate for affordable housing in accordance with Florida Statutes.

Commissioner Dozier moved, seconded by Commissioner Welch, to approve Option #1: Conduct the first and only public hearing and adopt the Resolution adopting the Inventory List of County-Owned Properties Appropriate for Use as Affordable Housing.

The motion carried 7-0.

43. First and Only Public Hearing to Consider Adopting a Resolution of 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

County Administrator Long announced the Public Hearing. He stated this item requests the Board conduct the first and only public hearing to consider adopting a resolution of intent to use the uniform method of 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 the Annawood subdivision.

Chairman Proctor reflected on the possibility of the non-ad valorem assessment being burdensome to the homeowner. He also expressed concern regarding the County's role in collecting the assessment for the City of Tallahassee utilities.

Vice Chair Maddox moved, seconded by Commissioner Dozier, to approve Option #1: Conduct the Public Hearing and adopt the Resolution of Intent to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessment for the Purpose of Collecting the Full Amount of all Charges Related to Sewer Service Imposed on Certain Real Property Located in Annawood.

The motion carried 6-1 with Chairman Proctor opposed.

44. First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Map to Change the Zoning Classification from Rural Zoning District to Bradfordville Hills Planned Unit Development (PUD) Zoning District for 162 Acres Located on the West Side of Thomasville Road, including 6920 Lawton Chiles Lane

County Administrator Long announced the Public Hearing. He stated this item requests the Board conduct the First and Only Public Hearing to consider adopting the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Rural zoning district to the Bradfordville Hills Planned Unit Development (PUD) zoning district for the approximately 162-acre subject site located on the west side of Thomasville Road, including 6920 Lawton Chiles Lane. The Planning Commission voted unanimously to recommended approval at its November 2, 2021, public hearing.

- o County Attorney O'Steen asked the Commissioners to disclose any ex parte communications that had not already been disclosed and made a part of the record.
- Commissioner Jackson and Vice Chair Maddox disclosed that they were contacted by Mr. Ed Murray asking for support of the rezoning.
- o Commissioner Welch stated his support of the rezoning and the development.
- Chairman Proctor confirmed with Barry Wilcox, Director of Development Support and Environmental Services, that this development would have sewer connections. He expressed his disapproval that citizens in existing southside communities still do not have access to sewer services through the city.

Commissioner Welch moved, seconded by Commissioner Dozier, to approve Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance, thereby amending the Official Zoning Map to change the zoning classification from the Rural Zoning District to the Bradfordville Hills PUD Zoning District, based on the findings of fact and conclusions of law of the Planning Commission, the information contained in this report, and any evidence submitted at the hearing hereon.

The motion carried 6-1 with Chairman Proctor opposing.

45. First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Zoning Map to Change the Zoning Classification from the Open Space (OS) Zoning District to the Government Operational (GO) Zoning District for 9.97 Acres Located at 3465 Capital Circle SW

County Administrator Long announced the Public Hearing. He stated this item requests the Board conduct the first and only Public Hearing to consider adopting the proposed Ordinance amending the Official Zoning Map to change the zoning classification from the Open Space (OS) Zoning District to the new Government Operational (GO) Zoning District, in order to make the existing use conforming, for the approximately 9.97-acre subject parcel located at the intersection of Lake Bradford Road and Capital Circle SW (3465 Capital Circle SW). The Planning Commission voted unanimously to recommend approval at its November 2, 2021, public hearing.

- The following citizen provided an in-person comment:
 - o Sean Marston, 2851 Remington Green Circle, with Urban Catalyst Consultants representing the applicant, spoke in support of the rezoning.

Commissioner Dozier moved, seconded by Vice Chair Maddox, to approve Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance, thereby amending the Official Zoning Map to change the zoning classification from the Open Space (OS) Zoning District to the Government Operational (GO) Zoning District, based on the findings of fact and conclusions of law of the Planning Commission, the information contained in this report, and any evidence submitted at the hearing hereon.

The motion carried 7-0.

<u>CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS</u> (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)

• None

Comments/Discussion Items

County Attorney:

county Attorney O'Steen informed the Commissioners regarding the terms of a proposed settlement of the Florida Department of Health Notice of Violation case related to the Vaccination Requirement Policy. The Department of Health has agreed to enter into a settlement agreement based upon the following terms: 1) the County has rescinded the Vaccination Requirement Policy effective November 18, 2021, in compliance with the law passed in special session (HB 1, section 3); and 2) the County will consider for reemployment any employee who was terminated on October 2, 2021, for not complying with the Vaccination Requirement Policy; failure to comply with the Policy and their vaccination status will not be considered. The County Attorney recommended approval of the proposed settlement.

Commissioner Dozier moved, seconded by Commissioner Minor, to approve the settlement of the Florida Department of Health Notice of Violation case as proposed.

The motion carried 7-0.

County Administrator:

O Thanked the County Attorney for her work on the settlement and wished everyone happy holidays.

COMMISSIONER DISCUSSION ITEMS

Commissioner Dozier:

Reflected on needed modifications to the County building that houses the Domi Station and requested an agenda item for January 2022.

Commissioner Dozier moved, seconded by Commissioner Minor, to direct staff to provide an agenda item exploring options to modify the space in County building housing Domi Station for the Board's January 25, 2022, meeting.

The motion carried 7-0.

- o Reflected on the need for the StarMetro bus route to be extended to the new Amazon Fulfillment Center and stated the city expressed interest in extending service during the CRTPA retreat.
- o Reflected on the need to explore possible funding opportunities available through Florida Fish & Wildlife to do clean-up of the Alford Arm Tributary to prevent future flooding.
- o Commended staff for the Winterfest parade.

Commissioner Jackson:

o Congratulated the Fort Braden Middle School soccer team and wished everyone happy holidays.

Commissioner Minor:

o Thanked the Board and staff for the Citizens North Monroe Task Force Report. Commended the Downtown Heritage Trail event held on Saturday, December 11th. Commended the Gingerbread House Contest at the Library.

Commissioner Cummings:

o Announced the new director for the Children's Services Council, Cecka Rose Green, and wished everyone a Merry Christmas.

Commissioner Welch:

O Commended staff for the agenda item approving the purchase of the parcel for the new Northeast Park. Commended a recent fundraising event for Representative Tant's organization, Keys to Exceptional Youth Success. Reflected on his opportunity to tour the Leon County Detention Facility with Sheriff McNeil and his staff. Commended staff for the Veterans Day parade and Operation Thank You. Commended staff for the Division 1 cross county championship at the Apalachee Regional Park. Requested a proclamation recognizing the Bradley's County Store's 50th Fun Day held on November 20, 2021, to be presented at the Board's January meeting.

Chairman Proctor moved, seconded by Commissioner Dozier, to approve a proclamation recognizing the 50th annual fun day at Bradley's County Store.

The motion carried 7-0.

Vice-Chairman Maddox:

o Recognized Pamela Monroe as the County's new Library Director. Wished his daughter an early happy 10th birthday and wished everyone a Merry Christmas.

Chairman Proctor:

o Requested a proclamation recognizing the FSU women's soccer team for winning the NCAA National Championship.

Chairman Proctor moved, seconded by Commissioner Dozier, to approve a proclamation recognizing the FSU women's soccer team winning the NCAA National Championship.

The motion carried 7-0.

o Reflected on the need to discuss Medicaid expansion at the Board's upcoming retreat, and to discuss the \$2.3 billion in federal education aid that the State of Florida refused to apply for.

Receipt and File:

• None.

Adjourn:

There being no further business to come before the Board, the meeting was adjourned at 9: 43 p.m.

ATTEST:



BY:	
	Bill Proctor, Chairman
	Board of County Commissioners

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

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Payment of Bills and Vouchers

Review and Approval:	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship 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 February 8, 2022 and pre-approval of payment of bills and vouchers for the period of February 9, 2022 through March 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 February 8, 2022 and pre-

approve the payment of bills and vouchers for the period of February 9, 2022

through March 7, 2022.

Title: Payment of Bills and Vouchers

February 8, 2022

Page 2

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the February 8th meeting, the morning of Monday, February 7, 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 March 8, 2022, it is advisable for the Board to pre-approve payment of the County's bills for February 9, 2022 through March 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 February 8, 2022 and pre-approve the payment of bills and vouchers for the period of February 9, 2022 through March 7, 2022.
- 2. Do not approve the payment of bills and vouchers submitted for February 8, 2022, and do not pre-approve the payment of bills and vouchers for the period of February 9, 2022 through March 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

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Chasity H. O'Steen, County Attorney

Title: Request to Schedule the First and Only Public Hearing to Consider an

Ordinance Amending Ordinance No. 97-18, as Amended, to Contract the

Boundaries of the Fallschase Community Development District

Review and Approval: Chasity H. O'Steen, County Attorney	
Lead Staff/ Project Team:	Emily Pepin Bouza, Assistant County Attorney

Statement of Issue:

This item requests Board approval to schedule the first and only public hearing to consider the adoption of a proposed Ordinance amending Leon County Ordinance No. 97-18, as amended by Ordinance No. 2007-12, to contract the boundaries of the existing Fallschase Community Development District.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Schedule the first and only public hearing to consider adopting a proposed

Ordinance (Attachment #1) amending Leon County Ordinance No. 97-18, as amended, to contract the boundaries of the existing Fallschase Community

Development District, for March 8, 2022 at 6:00 p.m.

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Ordinance No. 97-18, as Amended, to Contract the Boundaries of the Fallschase Community Development District

February 8, 2022

Page 2

Report and Discussion

Background:

On October 14, 1997, the Board adopted Ordinance No. 97-18 (Attachment #2), which created the Fallschase Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and authorized the District to exercise limited special powers as described in Section 190.012, Florida Statutes. These special powers include, but are not limited to, the provision of water management, water supply, sewer and wastewater management, and roads. At the request of the District, the District boundaries were previously contracted by the Board on April 24, 2007, via the enactment of Ordinance No. 2007-12 (Attachment #3). On December 1, 2021, the County received a petition to further contract the boundaries of the District. This agenda item seeks Board authorization to advertise and schedule a Public Hearing to consider the adoption of an Ordinance to contract the boundaries of the District.

Analysis:

A community development district is a local unit of special-purpose government which is limited to the performance of those specialized functions authorized by statute for the financing and delivery of urban community development services, which include, for example, services such as stormwater drainage, roads, and security.

On December 1, 2021, the County received a "Petition to Amend Ordinance No. 2007-12 to Contract the Boundaries of the Fallschase Community Development District" (the "Petition") (Attachment #4) from Charles Gardner, representing the District. The current acreage of the District is 401.93 acres, and the Petition seeks to contract the District by 26.40 acres (Attachment #5). After contraction, the District would comprise 375.53 acres (Attachment #6). The area to be removed from the District contains the boundaries of Fallschase Parkway and Acadian Boulevard, as well as two stormwater retention ponds that serve the Fallschase Commercial Subdivision. The two ponds will continue to be maintained by the Fallschase Commercial Subdivision.

Prior to determining whether to grant or deny the Petition to amend Ordinance No. 97-18, as amended by Ordinance No. 2007-12, to contract the boundaries of the District, the Board is to consider the record before the Board as well as the following factors:

- that all statements contained within the Petition are found to be true and correct;
- that the amended District boundaries will not be inconsistent with any applicable element or portion of the State Comprehensive Plan or of the Tallahassee-Leon County 2030 Comprehensive Plan;
- that the land within the District, as reduced, remains of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community;

Title: Request to Schedule the First and Only Public Hearing to Consider an Ordinance Amending Ordinance No. 97-18, as Amended, to Contract the Boundaries of the Fallschase Community Development District

February 8, 2022 Page 3

- that the District remains the best alternative available for delivering community development services and facilities to the area that will be served by the District;
- that the community development services and facilities of the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; and
- that the area to be served, as amended, by the District is amenable to separate special-district government.

Pursuant to Section 190.046(1)(b), Florida Statutes, in order to amend Ordinance No. 97-18, as amended, to further contract the boundaries of the District, a public hearing must be held in the same manner and with the same public notice as for other ordinance amendments. Upon approval of this item, the Public Hearing will be duly advertised and scheduled for the March 8, 2022 at 6:00 p.m.

Options:

- 1. Schedule the first and only public hearing to consider adopting a proposed Ordinance (Attachment #1) amending Leon County Ordinance No. 97-18, as amended, to contract the boundaries of the existing Fallschase Community Development District, for March 8, 2022 at 6:00 p.m.
- 2. Do not schedule the first and only public hearing to consider adopting a proposed Ordinance amending Leon County Ordinance No. 97-18, as amended, to contract the boundaries of the existing Fallschase Community Development District.
- 3. Board direction.

Recommendation:

Option #1

Attachments:

- 1. Proposed Ordinance
- 2. Ordinance No. 97-18
- 3. Ordinance No. 2007-12
- 4. Petition to Amend Ordinance No. 2007-12 to Contract the Boundaries of the Fallschase Community Development District
- 5. Aerial of Contraction Area
- 6. Aerial of Post-Contraction Area

1 LEON COUNTY ORDINANCE NO. 2022-2 3 AN **OF** THE **BOARD OF COUNTY ORDINANCE** COMMISSIONERS **OF** LEON 4 COUNTY. FLORIDA. AMENDING ORDINANCE NO. 97-18, AS AMENDED, TO 5 6 CONTRACT THE BOUNDARIES OF THE FALLSCHASE 7 COMMUNITY DEVELOPMENT DISTRICT TO ELIMINATE 8 FROM THE DISTRICT CERTAIN LAND WITHIN THE 9 DISTRICT BOUNDARIES; PROVIDING FOR CONFLICTS; 10 PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. 11 12 **RECITALS** 13 14 WHEREAS, in 1997, the Leon County Board of County Commissioners (the "Board") enacted 15 Ordinance No. 97-18 to create the Fallschase Community Development District (the "District"), a local 16 unit of government established pursuant to the provisions of Chapter 190, Florida Statutes, which is 17 located entirely within the boundaries of Leon County, Florida; and 18 19 20 WHEREAS, on April 24, 2007, upon request by the District, the Board adopted Ordinance No. 07-12, which removed approximately 288.02 acres from the boundaries of the District; and 21 22 23 WHEREAS, on December 1, 2021, the County received a Petition from Charles, R. Gardner of the law firm Gardner, Bist, Bowden, Bush, Dee, LaVia, Wright & Perry, P.A., on behalf of the 24 25 District, to further contract the boundaries of the District by removing approximately 26.40 acres of land made up of Fallschase Parkway, Acadian Boulevard, and two stormwater management facilities; 26 27 and 28 29 WHEREAS, the remaining land within the post-contraction boundaries of the District 30 comprises approximately 375.53 acres; and 31 32 WHEREAS, the Petition seeks no other amendments to Ordinance No. 97-18, as amended; 33 and 34 35 WHEREAS, the Board held an advertised public hearing on March 8, 2022 pursuant to 36 §190.046(1)(b), Florida Statutes; and 37 38 WHEREAS, the Board has considered the following factors as set forth in §190.005(1)(e), 39 Florida Statutes, in reviewing the District's request to contract the boundaries of the District: 40 41 1. Whether all statements within the Petition have been found to be true and correct. 42 43 Whether the establishment of the district (or reconfiguration) is inconsistent with any applicable element or portion of the state comprehensive plan or of the effected local government 44 45 comprehensive plan. 46 47 Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community. 48 49 50 Whether the district is the best alternative available for delivering community

development services and facilities to the area that will be served by the district.

51

- 5. Whether the community development services, and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
- 6. Whether the area that will be served by the district is amenable to separate special-district government; and

WHEREAS, in consideration of the listed factors, the Board finds that the Petition to amend Ordinance, 97-18, as amended by Ordinance No. 2007-12, to contract the boundaries of the District should be granted.

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

Section 1. Findings.

The Board of County Commissioners of Leon County hereby makes the following findings:

- a. All statements contained with the Petition to amend the boundaries of the Fallschase Community Development District, dated December 1, 2021, are true and correct.
- b. The amended boundaries of the district are not inconsistent with any applicable element or portion of the State Comprehensive Plan or of the Tallahassee-Leon County Comprehensive Plan.
- c. The land within the amended boundaries of the District remains of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community.
- d. The District remains the best alternative available for delivering community development services and facilities to the area that will be served by the District.
- e. The community development services and facilities of the District are compatible with the capacity and uses of existing local and regional community development services and facilities.
- f. The area to be served by the District, as amended, is amenable to separate special-district government.

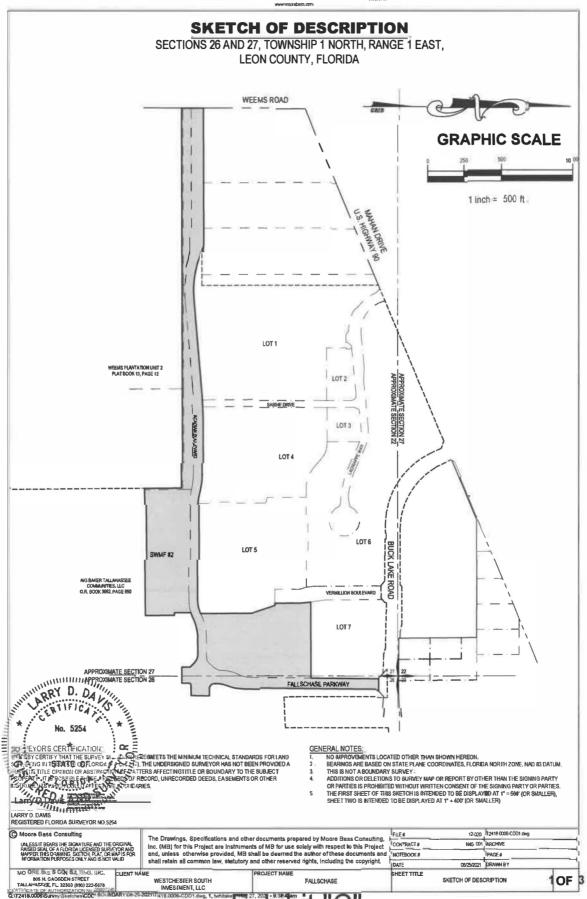
Section 2. External Boundaries of the District, as Amended.

- a. Section 3 of Ordinance No. 97-18, as amended by Ordinance No. 2007-12, is hereby further amended by removing from the boundaries of the District the lands described in Exhibit A attached hereto and made a part hereof, comprising approximately 26.40 acres.
- b. The remaining external boundaries of the District are set forth in Exhibit B, attached hereto and made a part hereof, and comprises approximately 375.53 acres.

Page 44 of 635

Section 3. Remainder of Ordinance No. 97	7-18, as amended by Ordinance No. 2007-12.
1 1	provisions and findings set forth in Ordinance No. 97-18, fect and shall not be modified by this Ordinance.
Section 4. Conflicts.	
repealed to the extent of such conflict, excep County 2030 Comprehensive Plan as amend	n conflict with the provisions of this Ordinance are hereby t to the extent of any conflicts with the Tallahassee-Leon led, which provisions shall prevail over any parts of this whole or in part, with the said Comprehensive Plan.
Section 5. Severability.	
•	or portion of this Ordinance is declared by any court of ional, or unenforceable, then all remaining provisions and l force and effect.
Section 6. Effective Date.	
DONE, ADOPTED AND PASSED & Florida, this day of	by the Board of County Commissioners of Leon County,, 20
	LEON COUNTY, FLORIDA
	By:Bill Proctor, Chair
ATTESTED BY:	Board of County Commissioners
Gwendolyn Marshall Knight, Clerk of Court	
& Comptroller, Leon County, Florida	
00 00mp 11011011, 20011 00 minsy, 1 1011000	
By:	
APPROVED AS TO FORM:	
Chasity H. O'Steen, County Attorney	
Leon County Attorney's Office	
By:	
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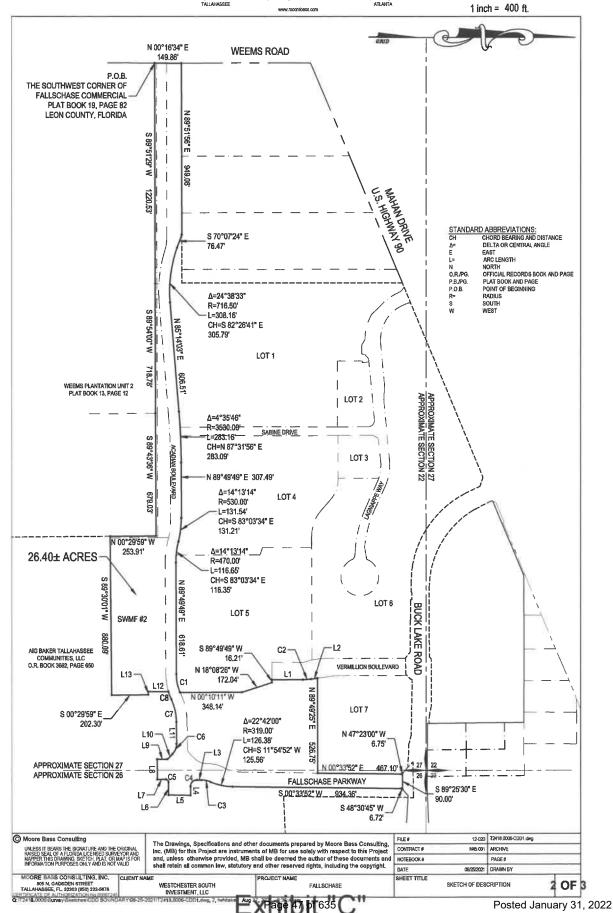




GRAPHIC SCALE









LEGAL DESCRIPTION:

A parcel of land lying in Sections 26 and 27, Township 1 North, Range 1 East, Leon County, Florida being more particularly described as follows:

Begin at the Southwest corner of Fallschase Commercial, a subdivision as per map or plat thereof recorded in Plat Book 19, Page 82 of the Public Records of Leon County, Florida said point lying on the Easterly right of way boundary For Weems Road, thence North 00 degrees 16 minutes 34 seconds East along said Easterly right of way boundary a distance of 149.86 feet, thence leaving said right of way boundary run North 89 degrees 51 minutes 56 seconds East 949.08 feet, thence South 70 degrees 07 minutes 24 seconds East 76.47 feet to a point of curve to the left, thence Southeasterly along said curve having a radius of 716.50 feet through a central angle of 24 degrees 38 minutes 33 seconds for an arc length of 308.16 feet (chord bears South 82 degrees 26 minutes 41 seconds East 305.79 feet), thence North 85 degrees 14 minutes 03 seconds East 606.51 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 3530.00 feet through a central angle of 04 degrees 35 minutes 46 seconds for an arc length of 283.16 feet (chord bears North 87 degrees 31 minutes 56 seconds East 283.09 feet), thence North 89 degrees 49 minutes 49 seconds East 307.49 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 530.00 feet through a central angle of 14 degrees 13 minutes 14 seconds for an arc length of 131.54 feet (chord bears South 83 degrees 03 minutes 34 seconds East 131.21 feet) to a point of reverse curve, thence Southeasterly along said curve having a radius of 470,00 feet through a central angle of 14 degrees 13 minutes 14 seconds for an arc length of 116.65 feet (chord bears South 83 degrees 03 minutes 34 seconds East 116.35 feet), thence North 89 degrees 49 minutes 49 seconds East 618.61 feet to a point of curve to the left, thence Northeasterly along said curve having a radius of 270.00 feet through a central angle of 22 degrees 10 minutes 23 seconds for an arc length of 104.49 feet (chord bears North 78 degrees 44 minutes 37 seconds East 103.84 feet), thence North 00 degrees 10 minutes 11 seconds West 348.14 feet, thence North 18 degrees 08 minutes 26 seconds West 172.04 feet, thence South 89 degrees 49 minutes 49 seconds West 16.21 feet, thence North 00 degrees 10 minutes 45 seconds West 170.35 feet to a point lying on a curve concave Westerly, thence Northwesterly along said curve having a radius of 327.50 feet through a central angle of 07 degrees 55 minutes 31 seconds for an arc length of 45.30 feet (chord bears North 03 degrees 57 minutes 45 seconds West 45.26 feet), thence North 07 degrees 55 minutes 31 seconds West 34.30 feet, thence North 89 degrees 49 minutes 25 seconds East 526.75 feet, thence North 00 degrees 33 minutes 52 seconds East 467.10 feet, thence North 47 degrees 23 minutes 00 seconds West 6.75 feet to a point lying on the Southerly right of way boundary for Buck Lake Road, thence South 89 degrees 25 minutes 30 seconds East along said Southerly right of way boundary a distance of 90.00 feet, thence leaving said right of way boundary run South 48 degrees 30 minutes 45 seconds West 6.72 feet, thence South 00 degrees 33 minutes 52 seconds West 934.36 feet to a point of curve to the right, thence Southwesterly along said curve having a radius of 319.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 126.38 feet (chord bears South 11 degrees 54 minutes 52 seconds West 125.56 feet) to a point of reverse curve, thence Southwesterly along said curve having a radius of 131.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 51.90 feet (chord bears South 11 degrees 54 minutes 52 seconds West 51.56 feet), thence South 00 degrees 33 minutes 52 seconds West 26.02 feet to a point of curve to the left, thence Southeasterly along said curve having a radius of 35.00 feet through a central angle of 90 degrees 44 minutes 27 seconds for an arc length of 55.43 feet (chord bears South 44 degrees 48 minutes 21 seconds East 49.82 feet), thence North 89 degrees 49 minutes 25 seconds East 49.41 feet, thence South 00 degrees 33 minutes 52 seconds West 125.01 feet, thence South 89 degrees 49 minutes 25 seconds West 71.70 feet to a point of curve to the left, thence Southwesterly along said curve having a radius of 15.00 feet through a central angle of 90 degrees 05 minutes 49 seconds for an arc length of 23.59 feet (chord bears South 44 degrees 46 minutes 31 seconds West 21.23 feet), thence South 00 degrees 16 minutes 24 seconds East 47.44 feet, thence South 89 degrees 43 minutes 36 seconds West 112.00 feet, thence North 00 degrees 16 minutes 24 seconds West 56.82 feet, thence North 44 degrees 55 minutes 00 seconds West 40.92 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 80.00 feet through a central angle of 45 degrees 29 minutes 03 seconds for an arc length of 63.51 feet (chord bears North 67 degrees 39 minutes 32 seconds West 61.85 feet), thence South 89 degrees 35 minutes 56 seconds West 120.84 feet to a point of curve to the left, thence Southwesterly along said curve having a radius of 295.84 feet through a central angle of 25 degrees 01 minutes 20 seconds for an arc length of 129.20 feet (chord bears South 77 degrees 05 minutes 16 seconds West 128.17 feet) to a point of reverse curve, thence Southwesterly along said curve having a radius of 330.00 feet through a central angle of 08 degrees 07 minutes 57 seconds for an arc length of 46.84 feet (chord bears South 68 degrees 38 minutes 35 seconds West 46.80 feet), thence South 00 degrees 00 minutes 00 seconds West 112.62 feet, thence South 90 degrees 00 minutes 00 seconds East 17.82 feet, thence South 00 degrees 29 minutes 59 seconds East 202.30 feet, thence South 89 degrees 30 minutes 01 seconds West 880.09 feet. thence North 00 degrees 29 minutes 59 seconds West 253.91 feet, thence South 89 degrees 43 minutes 36 seconds West 679.03 feet, thence South 89 degrees 54 minutes 00 seconds West 718.78 feet, thence South 89 degrees 51 minutes 29 seconds West 1220.53 feet to the POINT OF BEGINNING, containing 26.40 acres, more or less.

		CURVE TAI	BLE	
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	22°10'23"	270,00'	104.49'	N 78°44'37" E 103.84'
C2	7°55'31"	327.50	45.30'	N 03°57'45" W 45.26'
C3	22°42'00*	131.00'	51.90'	S 11°54'52" W 51.56'
C4	90°44'27"	35.00'	55.43'	S 44°48'21" E 49.82'
C5	90°05'49"	15.00'	23.59'	S 44°46'31" W 21.23'
C6	45°29'03"	80.00'	63.51'	N 67°39'32" W 61.85'
C7	25°01'20"	295.841	129.20'	S 77°05'16" W 128,17"
C8	8°07'57"	330.00'	46.84'	S 68°38'35" W 46.80'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 00°10'45" W	170.35'
1.2	N 07°55'31" W	34.30'
L3	S 00°33'52" W	26.02"
L4	N 89°49'25" E	49.41'
L5	S 00°33'52" W	125.01'
L6	S 89°49'25" W	71,70'
L7	S 00°16'24" E	47.44'
L8	S 89°43'36" W	112.00'
L9	N 00°16'24" W	56.82
L10	N 44°55'00" W	40.92
L11	S 89°35'56" W	120.84'
L12	S 00°00'00" W	112.62
L13	S 90°00'00" E	17.82

ര	Moore	Bass	Consulting

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and retain all common law, statutory and other reserved rights, including the copyright

	CONTRACT#	N45.001	ARCHIVE	
d	NOTEBOOK #		PAGE#	
j	DATE	08/25/2021	DRAWN BY	

MOORE BASS CONSULTING, INC. 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678 T2418 0009/Survey/Sketchev/CDD BOUN

WESTCHESTER SOUTH

SHEET THILE

SKETCH OF DESCRIPTION

OF 3

EXHIBIT "B"

A parcel of land lying in Sections 26 and 27, Township 1 North, Range 1 East, Leon County, Florida being more particularly described as follows:

Begin at the Southeast corner of SWMF #2, Fallschase Commercial a subdivision as per map or plat thereof recorded in Plat Book 20, Pages 95-104 of the Public Records of Leon County, Florida thence Northerly along the Easterly boundary of said SWMF #2 as follows: North 00 degrees 29 minutes 59 seconds West 202.30 feet, thence North 90 degrees 00 minutes 00 seconds West 17.82 feet, thence North 00 degrees 00 minutes 00 seconds East 112.62 feet to a point lying on the Southerly right of way boundary for Acadian Boulevard and a curve concave Northwesterly, thence Northeasterly along said right of way boundary and said curve having a radius of 330.00 feet through a central angle of 08 degrees 07 minutes 57 seconds for an arc length of 46.84 feet (chord bears North 68 degrees 38 minutes 35 seconds East 46.80 feet) to a point of reverse curve, thence Northeasterly along said curve having a radius of 295.84 feet through a central angle of 25 degrees 01 minutes 20 seconds for an arc length of 129.20 feet (chord bears North 77 degrees 05 minutes 16 seconds East 128.17 feet), thence continue along said right of way boundary as follows: North 89 degrees 35 minutes 56 seconds East 120.84 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 80.00 feet through a central angle of 45 degrees 29 minutes 03 seconds for an arc length of 63.51 feet (chord bears South 67 degrees 39 minutes 32 seconds East 61.85 feet), thence South 44 degrees 55 minutes 00 seconds East 40.92 feet to a point lying on the Westerly right of way boundary for Fallschase Parkway, thence South 00 degrees 16 minutes 24 seconds East 56.82 feet, thence leaving said Westerly right of way boundary run North 89 degrees 43 minutes 36 seconds East 112.00 feet to a point lying on the Easterly right of way boundary for said Fallschase Parkway, thence along said Easterly right of way boundary as follows: North 00 degrees 16 minutes 24 seconds West 47.44 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 15.00 feet through a central angle of 90 degrees 05 minutes 49 seconds for an arc length of 23.59 feet (chord bears North 44 degrees 46 minutes 31 seconds East 21.23 feet), thence North 89 degrees 49 minutes 25 seconds East 71.70 feet, thence North 00 degrees 33 minutes 52 seconds East 125.01 feet, thence South 89 degrees 49 minutes 25 seconds West 49.41 feet to a point of curve to the right, thence Northwesterly along said curve having a radius of 35.00 feet through a central angle of 90 degrees 44 minutes 27 seconds for an arc length of 55.43 feet (chord bears North 44 degrees 48 minutes 21 seconds West 49.82 feet), thence North 00 degrees 33 minutes 52 seconds East 26.02 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 131.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 51.90 feet (chord bears North 11 degrees 54 minutes 52 seconds East 51.56 feet) to a point of reverse curve, thence Northeasterly along said curve having a radius of 319.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 126.38 feet (chord bears North 11 degrees 54 minutes 52 seconds East 125.56 feet), thence North 00 degrees 33 minutes 52 seconds East

934.36 feet, thence North 48 degrees 30 minutes 45 seconds East 6.72 feet to a point lying on the Southerly right of way boundary for Buck Lake Road, thence Easterly along said Southerly right of way boundary as follows: North 48 degrees 02 minutes 17 seconds East 49.16 feet, thence South 87 degrees 04 minutes 20 seconds East 4.91 feet to a point lying on a curve concave Southerly, thence Southeasterly along said curve having a radius of 14960.00 feet through a central angle of 00 degrees 00 minutes 53 seconds for an arc length of 3.88 feet (chord bears South 86 degrees 57 minutes 56 seconds East 3.88 feet), thence leaving said Southerly right of way boundary run South 00 degrees 33 minutes 52 seconds West 690.53 feet, thence North 87 degrees 27 minutes 22 seconds East 215.59 feet, thence North 00 degrees 01 minutes 55 seconds East 668.40 feet to a point lying on the Southerly right of way boundary for Buck Lake Road and a curve concave Northerly, thence Southeasterly along said right of way boundary and said curve having a radius of 5040.00 feet through a central angle of 05 degrees 04 minutes 41 seconds for an arc length of 446.68 feet (chord bears South 88 degrees 57 minutes 52 seconds East 446.54 feet) to a point of reverse curve, thence Northwesterly along said right of way boundary and said curve having a radius of 6960.00 feet through a central angle of 03 degrees 06 minutes 27 seconds for an arc length of 377.47 feet (chord bears South 89 degrees 56 minutes 56 seconds East 377.43 feet), thence leaving said right of way boundary run South 00 degrees 12 minutes 37 seconds East 251.44 feet, thence North 89 degrees 44 minutes 31 seconds East 149.81 feet, thence North 00 degrees 14 minutes 13 seconds West 244.96 feet to a point lying on the Southerly right of way boundary for Buck Lake Road and a curve concave Southwesterly, thence Southeasterly along said right of way and said curve having a radius of 6960.00 feet through a central angle of 05 degrees 27 minutes 37 seconds for an arc length of 663.27 feet (chord bears South 84 degrees 25 minutes 54 seconds East 663.02 feet), thence leaving said right of way boundary run South 00 degrees 01 minutes 16 seconds East 481.92 feet, thence North 89 degrees 28 minutes 38 seconds East 322.86 feet, thence North 52 degrees 27 minutes 53 seconds East 86.76 feet, thence North 89 degrees 38 minutes 57 seconds East 225.98 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 00 degrees 00 minutes 45 seconds West along said right of way boundary a distance of 59.85 feet, thence leaving said right of way boundary run South 89 degrees 43 minutes 34 seconds West 179.71 feet, thence South 00 degrees 18 minutes 20 seconds East 162.55 feet, thence North 89 degrees 31 minutes 14 seconds East 180.49 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 00 degrees 03 minutes 34 seconds East along said right of way boundary a distance of 163.15 feet, thence leaving said right of way boundary run South 89 degrees 42 minutes 18 seconds West 180.17 feet, thence South 00 degrees 17 minutes 14 seconds East 162.14 feet, thence South 00 degrees 16 minutes 09 seconds East 162.97 feet, thence North 89 degrees 30 minutes 15 seconds East 162.26 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 89 degrees 58 minutes 21 seconds East 60.43 feet to a point lying on the Easterly right of way boundary for said Davis Road, thence leaving said right of way boundary run South 07 degrees 36 minutes 18 seconds West 101.82 feet, thence North 89 degrees 47 minutes 07 seconds East 420.33 feet, thence North 00 degrees 02 minutes 08 seconds East 100.01 feet to a point lying on the Southerly boundary of Unit No. 1 of Meadow

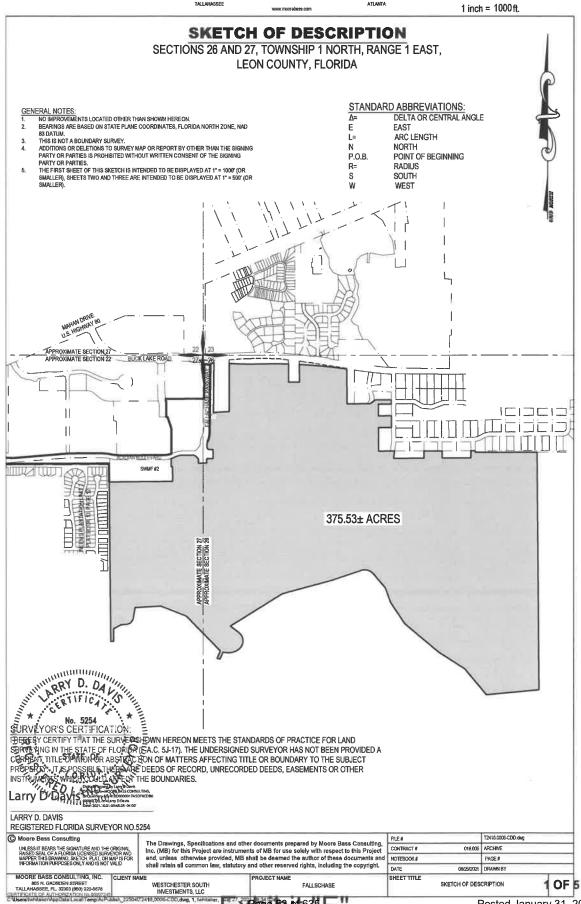
Hills, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 55 of the Public Records of Leon County, Florida, thence North 89 degrees 51 minutes 28 seconds East along said Southerly boundary a distance of 249.69 feet to a point lying on the Easterly right of way boundary for Thrush Drive, thence leaving said Southerly and said Easterly boundaries run South 00 degrees 16 minutes 32 seconds East 99.63 feet, thence North 89 degrees 53 minutes 15 seconds East 199.78 feet, thence North 89 degrees 49 minutes 16 seconds East 199.66 feet, thence North 00 degrees 03 minutes 27 seconds West 99.95 feet to a point lying on the Southerly boundary of said Unit No. 1 of Meadow Hills and the Westerly right of way boundary for Ibis Drive, thence North 89 degrees 54 minutes 38 seconds East along said Southerly boundary a distance of 59.94 feet to a point lying on the Easterly right of way boundary for Ibis Drive, thence leaving said Easterly right of way boundary continue along the Southerly boundary of said Unit No. 1 of Meadow Hills as follows: South 00 degrees 23 minutes 31 seconds East 20.33 feet, thence South 89 degrees 38 minutes 06 seconds East 199.80 feet, thence North 89 degrees 50 minutes 38 seconds East 673.61 feet, thence leaving said Southerly boundary run South 00 degrees 28 minutes 01 seconds East 3294.79 feet to a point lying on the Northerly boundary of Southlands Lake Lafayette Basin as described in Official Record Book 3474, Page 968 of the Public Records of Leon County, Florida, thence Westerly along said Northerly boundary as follows: South 84 degrees 42 minutes 15 seconds West 748.52 feet, thence North 39 degrees 34 minutes 52 seconds West 466.31 feet, thence North 57 degrees 29 minutes 01 seconds West 427.33 feet, thence North 50 degrees 10 minutes 45 seconds West 616.93 feet. thence North 33 degrees 22 minutes 00 seconds West 358.94 feet, thence North 20 degrees 03 minutes 13 seconds West 213.46 feet, thence North 40 degrees 45 minutes 22 seconds West 257.89 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 157.44 feet through a central angle of 70 degrees 22 minutes 13 seconds for an arc length of 193.37 feet (chord bears North 75 degrees 56 minutes 27 seconds West 181.44 feet), thence South 71 degrees 31 minutes 54 seconds West 432.21 feet, thence South 74 degrees 37 minutes 22 seconds West 699.55 feet, thence South 58 degrees 12 minutes 16 seconds West 847.94 feet, thence South 52 degrees 32 minutes 49 seconds East 149.42 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 144.02 feet through a central angle of 88 degrees 48 minutes 58 seconds for an arc length of 223.25 feet (chord bears South 08 degrees 08 minutes 22 seconds East 201.56 feet) to a point of compound curve, thence Southwesterly along said curve having a radius of 197.17 feet through a central angle of 59 degrees 16 minutes 23 seconds for an arc length of 203.97 feet (chord bears South 65 degrees 54 minutes 19 seconds West 195.00 feet), thence North 84 degrees 27 minutes 27 seconds West 72.19 feet, thence South 23 degrees 45 minutes 58 seconds West 103.47 feet, thence North 77 degrees 06 minutes 37 seconds West 40.16 feet, thence North 22 degrees 16 minutes 32 seconds East 112.72 feet, thence North 43 degrees 56 minutes 53 seconds West 668.92 feet, thence North 68 degrees 29 minutes 10 seconds West 374.52 feet, thence South 87 degrees 01 minutes 24 seconds West 358.69 feet, thence South 09 degrees 49 minutes 05 seconds West 151.99 feet to a point of curve to the right, thence Southwesterly along said curve having a radius of 98.80 feet through a central angle of 75 degrees 37 minutes 18 seconds for an arc length of 130.40 feet (chord bears South 47 degrees 37

minutes 45 seconds West 121.14 feet), thence South 85 degrees 26 minutes 25 seconds West 83.28 feet, thence South 60 degrees 57 minutes 03 seconds West 115.66 feet, thence South 00 degrees 39 minutes 22 seconds West 173.12 feet, thence South 89 degrees 30 minutes 01 seconds West 41.39 feet, thence leaving the Northerly boundary for said Southlands Lake Lafayette Basin run North 00 degrees 29 minutes 59 seconds West 2209.57 feet to the Southwest corner of said SWMF #2, thence North 89 degrees 30 minutes 01 seconds East along the Southerly boundary of said SWMF #2 a distance of 880.09 feet to the POINT OF BEGINNING, containing 375.53 acres, more or less.

GRAPHIC SCALE







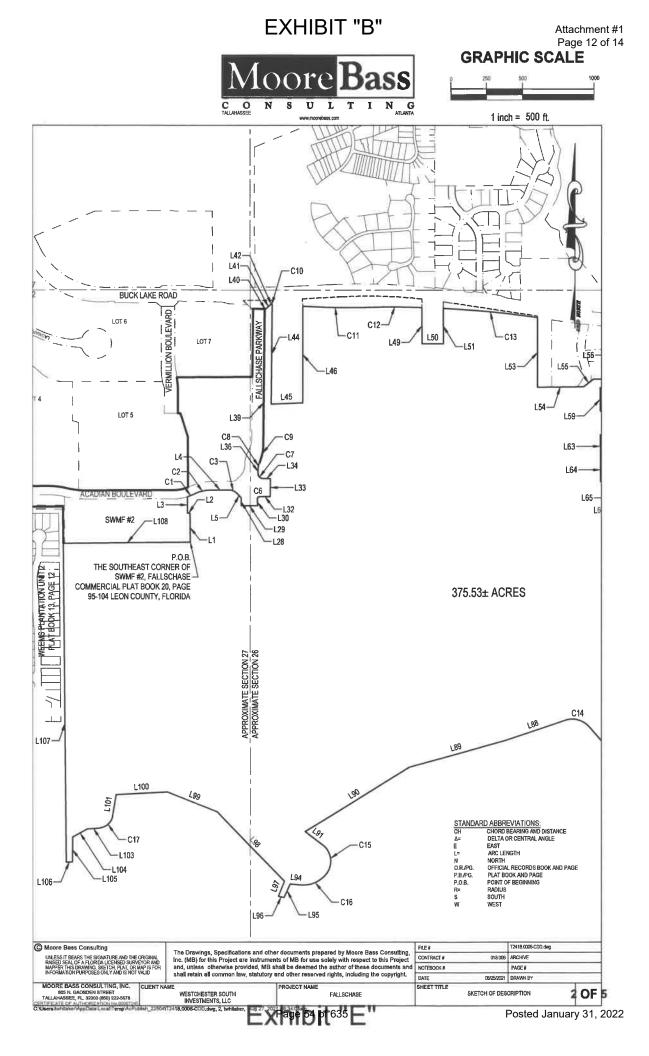
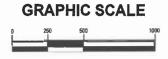
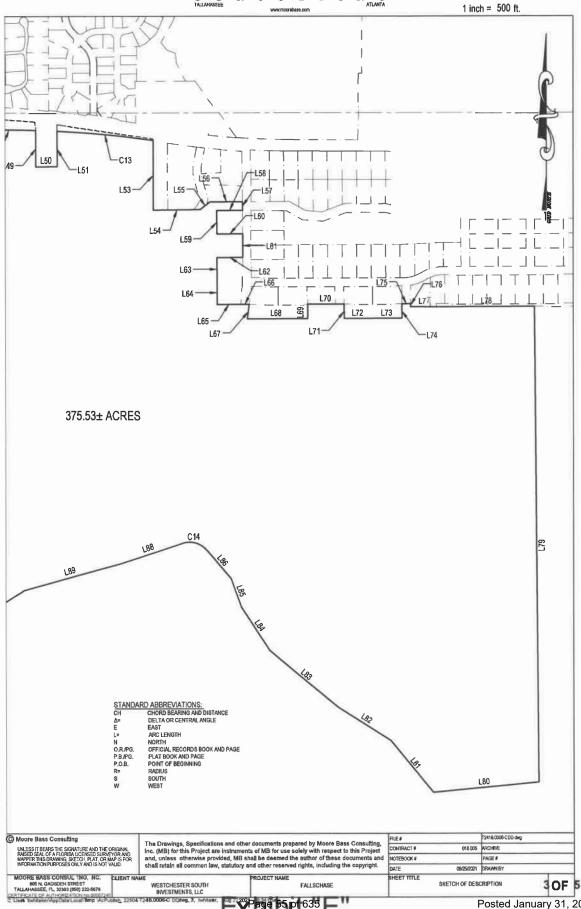


EXHIBIT "B"

Attachment #1 Page 13 of 14









Line Table		
LINE	BEARING	DISTANCE
L1	N 00° 29' 59" W	202.30'
L2	N 90" 00' 00" W	17.82
L3	N 00° 00' 00" E	112.62'
L4	N 89° 35' 56" E	120.84'
L5	S 44° 55' 00" E	40.92'

Line Table		
LINE	BEARING	DISTANCE
L28	S 00° 16' 24" E	56.82'
L29	N 89° 43' 36" E	112.00'
L30	N 00° 16' 24" W	47.44'
L32	N 89° 49' 25" E	71.70'
L33	N 00° 33' 52" E	125.01'
L34	S 89° 49' 25" W	49.41'
L36	N 00° 33' 52" E	26.02'
L39	N 00° 33' 52" E	934.36'
L40	N 48" 30' 45" E	6.72'
L41	N 48° 02' 17" E	49.16'
L42	S 87° 04' 20" E	4.91'
L44	S 00° 33' 52° W	690.53'
L45	N 87° 27' 22" E	215.59'
L46	N 00° 01' 55° E	668.40'
L49	S 00° 12' 37" E	251.44'
L50	N 89° 44' 31" E	149.81'
L51	N 00° 14' 13" W	244.96'
L53	S 00° 01' 16" E	481.92

Line Table		
LINE	BEARING	DISTANCE
L54	N 89° 28' 38" E	322.86
L55	N 52° 27' 53" E	86.76'
L56	N 89° 38' 57" E	225.98'
L57	S 00° 00' 45" W	59.85'
L58	S 89° 43' 34" W	179.71'
L59	S 00° 18' 20" E	162.55'
L60	N 89° 31' 14" E	180.49'
L61	S 00° 03' 34° E	163.15'
L62	S 89° 42' 18" W	180.17'
L63	S 00° 17' 14" E	162.14'
L64	S 00° 16' 09" E	162.97'
L65	N 89° 30' 15" E	162.26
L66	S 89° 58' 21" E	60.43'
L67	S 07° 36' 18" W	101.82
L68	N 89° 47' 09" E	420.33'
L69	N 00° 02' 08" E	100.01'
L70	N 89° 51' 28" E	249.69'
L71	S 00° 16' 32" E	99.63*
L72	N 89° 53' 15" E	199.78'
L73	N 89° 49' 16" E	199.66'

	Line Table		
LINE	BEARING	DISTANCE	
L74	N 00° 03' 27" W	99.95'	
L75	N 89° 54' 38" E	59.94'	
L76	S 00° 23' 31" E	20.33	
L77	S 89° 38' 06" E	199.80'	
L78	N 89° 50' 38" E	673.61'	
L79	S 00° 28' 00" E	3294.79'	
L80	S 84° 42' 15" W	748.52	
L81	N 39° 34' 52" W	466.31'	
L82	N 57° 29' 01" W	427.33'	
L83	N 50° 10' 45" W	616.93'	
L84	N 33° 22' 00" W	358.94'	
L85	N 20° 03' 13" W	213.46'	
L86	N 40° 45' 22" W	257.89'	
L88	S 71° 31' 54" W	432.21'	
L89	S 74° 37' 22" W	699.55'	
L90	S 58° 12' 16" W	847.94'	
L91	S 52° 32' 49" E	149.42'	
L94	N 84° 27' 27" W	72.19'	
L95	S 23° 45' 58" W	103.47'	
L96	N 77° 06' 37" W	40.16'	

Line Table		
LINE	BEARING	DISTANCE
L97	N 22° 16' 32" E	112.72
L98	N 43° 56' 53' W	668.92'
L.99	N 68° 29' 10" W	374.52'
L100	S 87° 01' 24" W	358.69'
L101	S 09° 49' 05" W	151.99'
L103	S 85° 26' 25" W	83.28'
L104	S 60° 57' 03" W	115.66'
L105	S 00° 39' 22" W	173.12'
L106	S 89° 30' 01" W	41.38'
L107	N 00° 29' 59" W	2209.56
L108	N 89° 30' 01" E	880.09'

STANDARD ABBREVIATIONS:		
CH	CHORD BEARING AND DISTANCE	
∆=	DELTA OR CENTRAL ANGLE	
	EAST	
.6	ARC LENGTH	
N	NORTH	

NORTH
OFFICIAL RECORDS BOOK AND PAGE
PLAT BOOK AND PAGE
POINT OF BEGINNING
RADIUS
SOUTH
WEST N O.R./PG. P.B./PG. P.O.B. R= S W

Curve Table				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	8° 07' 57"	330.00'	46.84'	N 68° 38' 35" E 46.80'
C2	25° 01' 20°	295.84'	129.20	N 77° 05' 16" E 128.17'
C3	45° 29' 03"	80.00'	63.51'	S 67° 39' 32" E 61.85'
C6	90° 05' 49"	15.00'	23.59'	N 44° 46' 31" E 21.23'
C7	90° 44' 27"	35.00'	55.43'	N 44° 48' 21" W 49.82'
C8	22° 42' 00"	131.00'	51.90'	N 11° 54' 52" E 51.56'
C9	22° 42' 00°	319.00'	126.38'	N 11° 54' 52" E 125.56'
C10	0° 00' 53"	14960.00'	3.88'	S 86° 57' 56" E 3.88'
C11	5° 04' 41"	5040.00'	446.68'	S 88° 57' 52" E 446.54'
C12	3° 06' 27*	6960.00'	377.47'	S 89° 56' 56" E 377.43'
C13	5° 27' 37"	6960.00'	663.27'	S 84° 25' 54" E 663.02'
C14	70° 22' 11"	157.44'	193.37'	N 75° 56' 27" W 181.44'
C15	88° 48' 56"	144.02'	223.25'	S 08° 08' 22" E 201.56'
C16	59° 16' 26"	197.17'	203.98'	S 65° 54' 19" W 195.00'
C17	75° 37' 20"	98.80'	130.40'	S 47° 37' 45" W 121.14'

Moore Bass Consulting

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCK FLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID.

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

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SOS N. GAOSDEN STREET

TALLPHASSEE, PL. 32303 (650) 222-5876

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SKETCH OF DESCRIPTION 4 OF 5 1 <u>ORDINANCE NO. 97-18</u>

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AN ORDINANCE TO BE KNOWN AS THE ORDINANCE RE-ESTABLISHING THE FALLS CHASE SPECIAL TAXING DISTRICT AS THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR FINDINGS AND DETERMINATIONS; PROVIDING FOR GRANT OF PETITION RE-ESTABLISHING AND TERMINATING THE FALLS CHASE SPECIAL TAXING DISTRICT BY OPERATION OF LAW: PROVIDING FOR EXTERNAL BOUNDARIES OF THE DISTRICT: PROVIDING FOR THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING FOR SPECIAL POWERS OF THE DISTRICT; PROVIDING FOR THE ASSUMPTION OF THE ASSETS AND LIABILITIES OF THE FALLS CHASE SPECIAL TAXING DISTRICT BY THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT: PROVIDING FOR CONFLICT SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCLUSION IN THE CODE OF THE LAWS AND ORDINANCES.

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WHEREAS, pursuant to Section 165.041, Florida Statutes, and Leon County Ordinance 75-2, the Board of County Commissioners of Leon County, by Ordinance 75-6, did create and

establish an independent special purpose district known as the Falls Chase Special Taxing District

to provide basic community infrastructure systems, facilities and services to the Fallschase

community development; and

WHEREAS, general law standards for the creation and operation of such community development districts has changed dramatically since 1975, and the Leon County Board of County Commissioners desires to modernize the law applicable to the Falls Chase Special Taxing District;

26 and

WHEREAS, on July 22, 1997, the Leon County Board of County Commissioners, requested the Board of the Falls Chase Special Taxing District submit a Petition for reestablishment of the Falls Chase Special Taxing District as the Fallschase Community Development District pursuant to Section 190.005, Florida Statutes; and

WHEREAS, the Falls Chase Special Taxing District submitted and filed a Petition, with 1 attachments, with the Board of County Commissioners of Leon County for review, together with 2 a fee of \$10,000, in conformance with the stipulation of the County and the District dated August 3 21, 1997, and Section 190.005, Florida Statutes; and 4 WHEREAS, a public hearing was duly noticed and held on October 14, 1997, pursuant 5 to the requirements of Section 190.005, Florida Statutes; and 6 WHEREAS, adoption of this ordinance re-establishing the existing District as the 7 Fallschase Community Development District does not waive any of Leon County's growth 8 management or land use authority of Leon County with regard to the above-referenced property; 9 and 10 WHEREAS, the actions of the re-established Fallschase Community Development District 11 and its Board of Supervisors shall be subject to Chapter 190, Florida Statutes, the Uniform 12 Community Development District Act of 1980, and all general law requirements of governmental 13 bodies and public officials including, but not limited to, public notice of meetings, government 14 in the sunshine, ethics, conflicts of interests, consultants competitive negotiations and competitive 15 bidding law, and various related limitations on the single purpose and general and special powers, 16 functions and duties of the District as contained in Chapter 190, Florida Statutes, as it may from 17 time to time be amended; and 18 WHEREAS. the re-established District, with its general law charter, has more stringent 19 disclosure provisions, improved accountability to property owners within the District, and greater 20 restrictions on its ability to raise revenues than the existing Falls Chase Special Taxing District; 21 22 and

1	WHEREAS, the Fallschase Community Development District will be assigned all assets
2	and liabilities of the Falls Chase Special Taxing District and the Board of County Commissioners
3	will not be liable for any present or future liabilities or debts of the Falls Chase Special Taxing
4	District or the Fallschase Community Development District; and
5	BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY:
6	Section 1: Findings.
7	The Board of County Commissioners makes the following findings:
8	1. The creation and re-establishment by County ordinance of the Fallschase
9	Community Development District, and the related dissolution and termination by operation of law
10	of the Falls Chase Special Taxing District, under Section 190.005(3), Florida Statutes are
11	consistent with all applicable goals and policies of the State Comprehensive Plan of Florida,
12	Chapter 187, Florida Statutes as amended, and is not inconsistent with applicable goals, objectives
13	and policies of the Tallahassee-Leon County Comprehensive Plan.
14	2. The area of land within the proposed District, including both the property
15	within Falls Chase Special Taxing District and an additional approximately 75 acres, is of
16	sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one
17	function inter-related community.
18	3. A community development district is the best alternative available for
19	delivering community development systems, facilities and services to the area that will be served
20	by the District.
21	4. The community development systems, facilities and services of the District
22	will be compatible with the capacities and uses of existing local and regional community
23	development services and facilities.

1	5. The area that will be served by the District is amenable to separate special
2	district government.
3	6. The contents of the petition and its attachments are true and correct, as
4	amended.
5	Section 2: Grant of Petition Establishing District and Assumption of Obligations of
6	Existing District.
7	The Board of County Commissioners hereby grants the petition for the re-
8	establishment of the Falls Chase Special Taxing District as the Fallschase Community
9	Development District pursuant to Section 190.005(3), Florida Statutes, and hereby affirms that,
10	by operation of law, the Falls Chase Special Taxing District is, from the effective date of this
11	ordinance, and subject to the assumption of assets and liabilities by the Fallschase Community
12	Development District pursuant to this Section, terminated and dissolved and its assets and
13	liabilities exclusively and entirely assigned to the re-established Fallschase Community
14	Development District. At its first meeting following the effective date of this ordinance, the
15	Fallschase Community Development District Board of Supervisors, as its first official action, shall
16	adopt a resolution expressly assuming the obligations, indebtedness and guarantees of indebtedness
17	of the Falls Chase Special Taxing District. Such resolution shall be filed with the Leon County
18	Board of County Commissioners. If such resolution is not adopted and filed with the Leon
19	County Board of County Commissioners within ten days of the effective date of this ordinance,
20	this ordinance shall be null and void.
21	Section 3: External Boundaries of the District.
22	The land area to be serviced by the Fallschase Community Development District
23	is 691.78 contiguous acres of land, bounded generally on the north by U.S. Highway 90; bounded

on the south by Lafa	yette H	eritage Trust; bounded on the east by Groveland Hills subdivision;
and bounded on the	west by	Weems Road; this land area is more particularly described as to its
external boundaries	and atta	ched Exhibit A attached hereto and made a part hereof.
Section 4: D	istrict N	Name.
The n	ame of	the re-established district is the Fallschase Community Development
District.		
Section 5: B	oard of	Supervisors Members.
The E	Board de	signates the following five persons to serve as the initial members of
the Board of Superv	isors un	til the first election as provided by the charter of the District:
	A.	L. Blair Bailey
	B.	Libus Montgomery
	C.	John L. Sutton
	D.	James Priester
	E.	Sally H. Bailey
Section 6: C	Consent	to Exercise of Additional Statutory Powers.
The 1	Board o	f County Commissioners of Leon County consents expressly to the
exercise of the follo	wing sp	ecial powers which the District is, by general charter, authorized to
exercise under Secti	ion 190	012(2), Florida Statutes:
	(a)	Parks and facilities for indoor and outdoor recreational, cultural and
educational uses;		
	(b)	Fire prevention and control;
	(c)	School buildings and related structures, which may be leased, sold
or donated to the so	thool di	strict:

1	(d) Security, including but not limited to, guard houses, fences and
2	gates, electronic intrusion-detection systems and patrol cars, when authorized by responsible
3	governmental agencies;
4	(e) Mosquito control;
5	(f) Waste collection and disposal.
6	At its first meeting following the effective date of this ordinance, the Fallschase Community
7	Development District Board of Supervisors, as its first official action, shall adopt a resolution
8	entering into an interlocal agreement with Leon County regarding the exercise of these additional
9	powers. Such resolution shall be filed with the Leon County Board of County Commissioners.
10	If such resolution is not adopted and filed with the Leon County Board of County Commissioners
11	within ten days of the effective date of this ordinance, this ordinance shall be null and void.
12	Section 7: Successor Entity.
13	The re-established Fallschase Community Development District shall be and is the
14	successor entity to the Falls Chase Special Taxing District and is subject to all administrative
15	orders and permits and all orders of courts of competent jurisdiction which apply to the District.
16	All permits, licenses or franchises held by the Falls Chase Special Taxing District shall be
17	transferred to the Fallschase Community Development District by operation of law, subject to
18	applicable federal, state, regional or local laws or rules relating to the procedures for transferring
19	such permits, licenses or franchises.
20	Section 8: Repeal of Prior Ordinances
21	Upon receipt of the resolution of the Board of Supervisors of the Fallschase Community
22	Development District pursuant to Section 2 of this Ordinance, Leon County Ordinance Numbers
23	75-2 and 75-6 and any amendments thereto are repealed.

Section 9: Conflict and Severability.

In the event this ordinance conflicts with any other ordinance of Leon County or other applicable law, the more restrictive shall apply, so long as it is not inconsistent with applicable general law governing this District's re-establishment. Any phrase or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision of such holding shall not affect the validity of the remaining provisions.

Section 10: Effective Date.

This ordinance shall become effective upon filing with the Secretary of State.

LEON COUNTY, FLORIDA

BY:

Gary L. Yordon Chairman

BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:

Dave Lang, Clerk of Court

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE

LEON-COUNTY, FLORIDA

HERBERT W.A. THIELE, ESQ.

32 COUNTY ATTORNEY

F:\USERS\ORDINANC\FCCDD.ORD

LEGAL DESCRIPTION OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 26, LEON COUNTY, FLORIDA, AND RUN THENCE ALONG THE SOUTH BOUNDARY OF SECTION 27; S 89 DEGREES 53'47" W 638.58 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 1849.86 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 06'02", FOR AN ARC DISTANCE OF 326.11 FEET, (THE CHORD OF SAID ARC BEING NORTH 46 DEGREES 08'47" WEST 325.69 FEET), THENCE CONTINUE ALONG SAID RAILROAD RIGHT-OF-WAY N 41 DEGREES 05'46" W 495.00 FEET TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS 1918.24 FEET, THROUGH A CENTRAL ANGLE OF 09 DEGREES 29'18", FOR AN ARC DISTANCE 317.67 FEET, THENCE LEAVING SAID RAILROAD RIGHT-OF-WAY RUN N 00 DEGREES 27'01" W ALONG THE WEST BOUNDARY OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 27, A DISTANCE OF 2957.56 FEET TO A POINT 150.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE RUN S 89 DEGREES 45'48" W 678.56 FEET, THENCE RUN S 89 DEGREES 54'14" W 720.69 FEET, THENCE RUN S 89 DEGREES 53'59" W 1218.78 FEET TO A POINT ON EAST RIGHT-OF-WAY OF WEEMS ROAD, THENCE ALONG SAID RIGHT-OF-WAY OF WEEMS ROAD N 00 DEGREES 01'46"E 150.00 FEET, THENCE LEAVING SAID RIGHT-OF-WAY OF WEEMS ROAD RUN N 89 DEGREES 53'59"E 1218.42 FEET, THENCE RUN N 00 DEGREES 02'39"W 1270.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD NO. 10 (U.S. 90), THENCE ALONG SAID RIGHT-OF-WAY OF STATE ROAD NO. 10; N 67 DEGREES 19'49"E 24.73 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF STATE ROAD S-158 (BUCK LAKE ROAD), THENCE ALONG SAID RIGHT-OF-WAY OF STATE ROAD S-158 RUN S 89 DEGREES 58'44"E 2668.89 FEET, TO A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 5928.56 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 33'10", FOR AN ARC DISTANCE OF 160.67 FEET, THENCE LEAVING RIGHT-OF-WAY OF STATE ROAD S-158 RUN S 00 DEGREES 38'01"W ALONG THE WEST BOUNDARY OF PROPERTY DESCRIBED IN DEED BOOK 325, PAGE 95 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 718.59 FEET, THENCE RUN N 87 DEGREES 31'12"E ALONG THE SOUTH BOUNDARY OF SAID PROPERTY 215.76 THENCE RUN N 00 DEGREES 04'41"E ALONG THE BOUNDARY OF SAID PROPERTY 717.80 FEET TO A POINT ON AFOREMENTIONED SOUTH RIGHT-OF-WAY OF STATE ROAD S-158 (BUCK LAKE ROAD), THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF STATE ROAD S-158 RUN N 87 DEGREES 18'46"E 271.01 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 3779.33 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 23'03", FOR AN ARC DISTANCE OF 553.03 FEET, THENCE LEAVING SAID RIGHT-OF-WAY OF STATE ROAD S-158 RUN S 00 ALONG THE WEST BOUNDARY OF DESCRIBED IN DEED BOOK 106, PAGE 57 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, A DISTANCE OF 308.45 FEET, THENCE RUN N 89 DEGREES 49'52"E ALONG THE SOUTH BOUNDARY OF SAID PROPERTY 150.00 FEET, THENCE RUN N 00 DEGREES 10'08"W ALONG THE EAST BOUNDARY OF SAID PROPERTY 290.00 FEET TO A POINT ON AFOREMENTIONED SOUTH RIGHT-OF-WAY OF STATE ROAD S-158 (BUCK LAKE ROAD), SAID POINT LYING ON A CURVE CONCAVE TO THE SOUTHERLY, THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 3779.33 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 37'34", FOR AN ARC DISTANCE OF 41.31 FEET (THE CHORD OF SAID ARC BEING S 81 DEGREES 42'50"E 41.31 FEET), THENCE CONTINUE ALONG SAID RIGHT-OF-WAY OF STATE ROAD S-158; S 81 DEGREES 23'14"E 626.13 FEET, THENCE LEAVING SAID RIGHT-OF-WAY OF STATE ROAD S-158 RUN S 00 DEGREES 00'25"E 492.44 FEET, THENCE RUN N 89 DEGREES 29'12"E 322.80 FEET, THENCE RUN N 52 DEGREES 11'30"E 86.86 FEET, THENCE RUN N 89 DEGREES 50'30"E 226.17 FEET, THENCE RUN 00 DEGREES 04'12"W 59.79 FEET, THENCE RUN S 89 DEGREES 44'56"W 179.63 FEET, THENCE RUN S 00 DEGREES 14'08"E 162.46 FEET, THENCE RUN N 89 DEGREES 43'42"E 180.05 FEET, THENCE RUN S 00 DEGREES 11'25"E 162.62 FEET, THENCE RUN S 89 DEGREES 43'42"W 180.05 FEET, THENCE RUN S 00 DEGREES 11'33"E 162.22 FEET, THENCE RUN S 00 DEGREES 12'24"E 162.69 FEET, THENCE RUN N 89 DEGREES 50'54"E 162.06 FEET, THENCE RUN N 89 DEGREES 56'45"E 60.57 FEET, THENCE RUN S 07 DEGREES 35'18"W 101.23 FEET, THENCE RUN N 89 DEGREES 48'48"E 420.56 FEET, THENCE RUN N 00 DEGREES 08'54"W 100.03 FEET, THENCE RUN N 89 DEGREES 51'06"E 249.89 FEET, THENCE RUN S 00 DEGREES 08'54"E 99.97 FEET, THENCE RUN N 89 DEGREES 50'19"E 199.98 FEET, THENCE RUN N 89 DEGREES 51'53"E 199.78 FEET, THENCE RUN N 00 DEGREES 08'06"W 99.97 FEET, THENCE RUN N 89 DEGREES 53'54"E 59.96 FEET, THENCE RUN S 00 DEGREES 06'17"E 20.00 FEET, THENCE RUN S 89 DEGREES 31'28"E 199.80 FEET, THENCE RUN S 89 DEGREES 30'35"E 673.76 FEET, THENCE RUN S 00 DEGREES 10'34"W 3933.32 FEET, THENCE RUN ALONG THE SOUTH BOUNDARY OF SAID SECTION 26; N 89 DEGREES 58'53"W 4525.79 FEET TO THE POINT OF BEGINNING:

1. ALSO:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH; RANGE 1 EAST; LEON COUNTY, FLORIDA, AND RUN THENCE N 00 DEGREES 31'42"W 6.17 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD S-158 (BUCK LAKE ROAD), THENCE N 89 DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 261.36 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE N 89 DEGREES 58'14"W ALONG SAID RIGHT-OF-WAY BOUNDARY 1541.60 FEET, THENCE N 01 DEGREES 31'49"W 283.43 FEET TO THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD 10

(U.S. 90), THENCE N 67 DEGREES 19'49"E ALONG SAID RIGHT-OF-WAY BOUNDARY 662.06 FEET, THENCE N 89 DEGREES 68'06"E 525.96 FEET TO AN AXLE, THENCE S 89 DEGREES 51'19"E 407.95 FEET TO A CONCRETE MONUMENT, THENCE S 00 DEGREES 27'43"E 538.35 FEET TO THE POINT OF BEGINNING; CONTAINING 17.32 ACRES, MORE OR LESS.

2. ALSO:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH; RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN THENCE N 00 DEGREES 31'42"W 6.17 FEET TO THE NORTH RIGHT-OF-WAY BOUNDARY OF STATE ROAD S-158 (BUCK LAKE ROAD), THENCE N 89 58'44"W ALONG SAID NORTH RIGHT-OF-WAY BOUNDARY 1802.96 FEET, THENCE N 01 DEGREES 31'49"W 354.19 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD 10 (U.S. 90), THENCE N 67 DEGREES 19'49"E ALONG SAID RIGHT-OF-WAY BOUNDARY TO A CONCRETE MONUMENT FOR THE BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE N DEGREES 04'59"W 215.46 FEET TO A CONCRETE MONUMENT, THENCE N 89 DEGREES 55'40"E 517.72 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID STATE ROAD NO. 10 (U.S. 90), THENCE S 67 DEGREES 19'49"W ALONG SAID NORTHERLY RIGHT-OF-WAY BOUNDARY 560.72 FEET TO THE POINT OF BEGINNING; CONTAINING 1.28 ACRES, MORE OR LESS.

3. ALSO:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN S 89 DEGREES 45'48"W 296.84 FEET, THENCE N 00 DEGREES 54'12"E 232.01 FEET, THENCE S 89 DEGREES 45'48"W 188.11 FEET, THENCE N 00 DEGREES 54'12"E 465.19 FEET, THENCE S 89 DEGREES 45'48"W 192.87 FEET, THENCE N 00 DEGREES 54'12"E 329.10 FEET, THENCE N 89 DEGREES 45'48"E 83.95 FEET, THENCE N 00 DEGREES 54'12"E 252.11 FEET, THENCE S 89 DEGREES 58'44"E 75.94 FEET, THENCE N 01 DEGREES 31'49"W 80.04 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN N 01 DEGREES 31'49"W 283.34 FEET TO THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 10 (U.S. 90) (66 FOOT ROADWAY), THENCE S 67 DEGREES 21'33"W ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY 734.47 FEET TO CONCRETE MONUMENT MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY AND THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF OLD BUCK ROAD (80 FOOT ROADWAY), THENCE S 89 DEGREES 57'29"E FOR A DISTANCE OF 685.44 FEET TO THE POINT OF BEGINNING; CONTAINING 2.22 ACRES, MORE OR LESS.

4. ALSO:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN N 00 DEGREES 31'42"W, 6.17 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. S-158 (BUCK LAKE ROAD, A 80 FOOT WIDE RIGHT-OF-WAY), THENCE N 89 DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 261.36 FEET, THENCE CONTINUE N 89 DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 1083.06 FROM SAID POINT OF FOR THE POINT OF BEGINNING. BEGINNING THENCE CONTINUE N 89 DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 176.35 FEET TO POINT LYING ON A CUL-DE-SAC (CENTER OF SAID CUL-DE-SAC BEING LOCATED S 42 DEGREES 48'02"W, 50.00 FEET), THENCE RUN SOUTHERLY ALONG SAID CUL-DE-SAC WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 107 DEGREES 13'14", FOR AN ARC DISTANCE OF 93.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID STATE ROAD NO. S-158 (BUCK LAKE ROAD), THENCE S 89 DEGREES 58'44"E ALONG SAID RIGHT-OF-WAY BOUNDARY 382.41 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE NORTHERLY, THENCE FROM A TANGENT BEARING OF N 79 DEGREES 02'15"W RUN NORTHWESTERLY ALONG SAID CURVE WITH A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 22 DEGREES 18'00", FOR AN ARC DISTANCE OF 214.07 FEET TO THE POINT OF BEGINNING; CONTAINING 0.45 ACRE, MORE OR LESS.

1. LESS & EXCEPT

THAT CERTAIN TRACT OF LAND AS RECORDED IN O.R.B. 13, PAGE 191, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 EAST; RUN THENCE 3.74 CHAINS WEST TO A POINT, THENCE RUN N 706.00 FEET TO A POINT OF BEGINNING; THENCE RUN N 100.00 FEET TO A POINT, THENCE RUN SOUTH 100.00 FEET TO A POINT, THENCE RUN WEST 100.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1/4 ACRE, MORE OR LESS WITH EASEMENT THERETO.

2. LESS & EXCEPT

THAT CERTAIN TRACT OF LAND AS RECORDED IN O.R.B. 903, PAGE 1984 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 EAST, BOUNDED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND RUN THENCE W 3.74 CHAINS (246.84 FEET), THENCE SOUTH FEET, THENCE EAST 3.74 CHAINS (246.84 FEET), THENCE SOUTH

706.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4 ACRES, MORE OR LESS.

3. LESS & EXCEPT

THAT CERTAIN TRACT OF LAND AS RECORDED IN O.R.B. 643, PAGE 530 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AS DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 1 EAST, RUN THENCE WEST 246.84 FEET TO A POINT, THENCE RUN 806.00 FEET TO A POINT WHICH IS THE POINT OF BEGINNING, THENCE CONTINUE NORTH 102.00 FEET TO A POINT, THENCE RUN EAST 246.84 FEET, THENCE SOUTH 202.00 FEET, THENCE WEST 146.84 FEET, THENCE NORTH 100.00 FEET, THENCE WEST 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1 ACRE, MORE OR LESS.

4. LESS & EXCEPT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 N, RANGE 1 E, LEON COUNTY, FLORIDA, AND RUN N 00 DEGREES 31'42"W, 6.17 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. S-158 (BUCK LAKE ROAD, A 80 FOOT WIDE RIGHT-OF-WAY), THENCE N 89 DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 261.36 FEET TO A CONCRETE MONUMENT THENCE CONTINUE DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 1259.41 FEET TO A CONCRETE MONUMENT LYING ON A CUL-DE-SAC (CENTER OF SAID CUL-DE-SAC BEING LOCATED S 42 DEGREES 48'02"W, 50.00 FEET) FOR THE POINT OF BEGINNING. POINT OF BEGINNING RUN NORTHWESTERLY AND SOUTHWESTERLY ALONG SAID CUL-DE-SAC WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 85 DEGREES 33'31", FOR AN ARC DISTANCE OF 74.66 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID STATE ROAD NO. S-158 (BUCK LAKE ROAD), THENCE S 89 DEGREES 58'44"E ALONG SAID RIGHT-OF-WAY BOUNDARY 67.92 FEET TO THE POINT OF BEGINNING; CONTAINING 620 SQUARE FEET OR 0.014 ACRE, MORE OR LESS; AND

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN N 00 DEGREES 31'42"W, 6.17 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. S-158 (BUCK LAKE ROAD, A 80 FOOT WIDE RIGHT-OF-WAY), THENCE N 89 DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 261.36 FEET TO A CONCRETE MONUMENT FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN N 00 DEGREES 01'16"E, 10.00 FEET TO A CONCRETE MONUMENT, THENCE N 89 DEGREES 58'44"W, 781.48 FEET TO A CONCRETE MONUMENT MARKING A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID CURVE WITH A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 63 DEGREES 37'53", FOR AN ARC DISTANCE OF 499.76

FEET TO A CONCRETE MONUMENT, THENCE N 26 DEGREES 20'51"W, 152.94 FEET TO A CONCRETE MONUMENT, THENCE N 22 DEGREES TO A CONCRETE MONUMENT FEET 18'53"E, 13.29 SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 10 (U.S. NO. 90), THENCE S 67 DEGREES 19'49"W ALONG SAID RIGHT-OF-WAY BOUNDARY 120.20 FEET TO A CONCRETE MONUMENT, THENCE S 67 DEGREES 40'04"E, 15.11 FEET TO A CONCRETE MONUMENT, THENCE S 26 DEGREES 20'51"E, 158.08 FEET TO A CONCRETE MONUMENT MARKING A POINT OF CURVE TO THE LEFT, THENCE ALONG SAID CURVE WITH A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 30 DEGREES 23'24", FOR AN ARC DISTANCE OF 291.72 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF SAID STATE ROAD NO. S-158 (BUCK LAKE ROAD), THENCE S 89 DEGREES 58'44"E ALONG SAID RIGHT-OF-WAY BOUNDARY 1083.06 FEET TO THE POINT OF BEGINNING; CONTAINING 1.414 ACRES, MORE OR LESS; AND

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN N 00 DEGREES 31'42"W, 6.17 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. S-158 (BUCK LAKE ROAD, A 80 FOOT WIDE RIGHT-OF-WAY), THENCE N 89 DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 261.36 FEET TO A CONCRETE MONUMENT, THENCE S 00 DEGREES 01'16"W, 80.00 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID STATE ROAD NO. S-158 (BUCK LAKE ROAD), THENCE N 89 DEGREES 58'44"W ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY 873.54 FEET TO A CONCRETE MONUMENT FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE N 89 DEGREES 58'44"W ALONG SAID RIGHT-OF-WAY BOUNDARY 12.42 FEET TO AN IRON PIN LYING ON A CURVE CONCAVE TO THE NORTHERLY, THENCE FORM A TANGENT BEARING OF S 79 DEGREES 02'15"E RUN EASTERLY ALONG SAID CURVE WITH A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREES 45'07", FOR AN ARC DISTANCE OF 16.82 FEET TO A CONCRETE MONUMENT LYING ON A CURVE CONCAVE TO THE SOUTHWESTERLY ON THE WESTERLY RIGHT-OF-WAY BOUNDARY OF FALLSCHASE BOULEVARD, THENCE FROM A TANGENT BEARING OF N 51 DEGREES 43'45"W RUN NORTHWESTERLY ALONG SAID CURVE AN ALONG SAID RIGHT-OF-WAY BOUNDARY WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 05 DEGREES 49'20", FOR AN ARC DISTANCE OF 5.08 FEET TO THE POINT OF BEGINNING; CONTAINING 19 SQUARE FEET, MORE OR LESS.

5. LESS & EXCEPT

1

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND RUN N 00 DEGREES 31'42"W, 6.17 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. S-158 (BUCK LAKE ROAD, A 80 FOOT WIDE RIGHT-OF-WAY), THENCE N 89 DEGREES 58'44"W ALONG SAID

RIGHT-OF-WAY BOUNDARY 261.36 FEET TO A CONCRETE MONUMENT, THENCE S 00 DEGREES 01'16"W, 80.00 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID STATE ROAD NO. S-158 (BUCK LAKE ROAD), THENCE N 89 DEGREES 58'44"W ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY 700.35 FEET TO A CONCRETE MONUMENT MARKING A POINT OF CURVE TO THE FROM SAID POINT OF FOR THE POINT OF BEGINNING. BEGINNING RUN ALONG SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY BOUNDARY OF FALLSCHASE BOULEVARD WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 36 DEGREES 52'25", FOR AN ARC DISTANCE OF 32.18 FEET TO A CONCRETE MONUMENT, THENCE N 89 DEGREES 58'44"W, 51.19 FEET TO A NAIL AND CAP MARKING A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID CURVE WITH A RADIUS OF 550.00 FEET, TROUGH A CENTRAL ANGLE OF 09 DEGREES 11'22", FOR AN ARC DISTANCE OF 88.21 FEET TO A CONCAVE ON A CURVE MONUMENT LYING CONCRETE THE WESTERLY RIGHT-OF-WAY BOUNDARY SOUTHWESTERLY ON FALLSCHASE BOULEVARD, THENCE FROM A TANGENT BEARING OF N 51 DEGREES 43'45"W RUN NORTHWESTERLY ALONG SAID CURVE AND ALONG SAID RIGHT-OF-WAY BOUNDARY WITH A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 05 DEGREES 49'20", FOR AN ARC DISTANCE OF 5.08 FEET TO A CONCRETE MONUMENT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF SAID STATE ROAD NO. S-158 (BUCK LAKE ROAD) THENCE S 89 DEGREES 58'44"E ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY 173.19 FEET TO THE POINT OF BEGINNING; CONTAINING 0.030 ACRE, MORE OR LESS.

6. LESS & EXCEPT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 THENCE N 00 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA. DEGREES 31'42"W 6.17 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. S-158 (BUCK LAKE ROAD), THENCE N RIGHT-OF-WAY 58'44"W ALONG SAID NORTHERLY DEGREES BOUNDARY 261.36 FEET, THENCE N 00 DEGREES 01'16"E 10.00 FEET, THENCE N 89 DEGREES 58'44"W 781.48 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID CURVE WITH A RADIUS OF 450.00 FEET THROUGH A CENTRAL ANGLE OF 63 DEGREES 37'53" FOR AN ARC DISTANCE OF 499.76 FEET, THENCE N 26 DEGREES 20'51"W 162.36 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 10 (U.S. 90), THENCE S 67 DEGREES 19'49"W 110.20 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE S 67 DEGREES 19'49"W 10.00 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY, THENCE S 26 DEGREES 20'51"E 20.00 FEET, THENCE N 67 DEGREES 19'49"E 20.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF BUCK LAKE ROAD (STATE ROAD NO. 158), THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY AS FOLLOWS: N 26 DEGREES 20'51"W 9.29 FEET, THENCE N 67 DEGREES 40'04"W 15.11 FEET TO THE POINT OF BEGINNING, CONTAINING 345.77 FEET MORE OR LESS.

7. LESS & EXCEPT

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 1 THENCE N 00 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA. DEGREES 31'42"W 6.17 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. S-158 (BUCK LAKE ROAD), THENCE N DEGREES 58'44"W ALONG SAID NORTHERLY RIGHT-OF-WAY BOUNDARY 261.36 FEET, THENCE N 00 DEGREES 01'16"E 10.00 FEET, THENCE N 89 DEGREES 58'44"W 781.48 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE ALONG SAID CURVE WITH A RADIUS OF 450.00 FEET THROUGH A CENTRAL ANGLE OF 63 DEGREES 37'53" FOR AN ARC DISTANCE OF 499.76 FEET, THENCE N 26 DEGREES 20'51"W 162.36 FEET TO THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 10 (U.S. 90), THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY S 67 DEGREES 19'49"W 10.02 FEET, THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY BOUNDARY, N 22 DEGREES 40'11"W 66.00 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF STATE ROAD NO. 10 (U.S. 90), AND THE POINT OF BEGINNING. SAID POINT OF BEGINNING THENCE S 67 DEGREES 19'49"W 8.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY BOUNDARY, THENCE N 22 DEGREES 40'11"W 15.00 FEET, THENCE N 67 DEGREES 19'49"E 10.00 FEET, THENCE S 22 DEGREES 40'11"E 15.00 FEET TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY BOUNDARY, THENCE S 67 DEGREES 19'49"W 2.00 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING, CONTAINING 150.00 SQUARE FEET, MORE OR LESS.

CONTAINING 691.78 NET ACRES, MORE OR LESS.

1	ORDINANCE NO. 07
2 3 4 5 6 7 8 9 10	AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING ORDINANCE NO. 97-18 TO CONTRACT THE BOUNDARIES OF THE EXISTING FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT TO ELIMINATE FROM THE DISTRICT CERTAIN LANDS THAT CURRENTLY ARE WITHIN THE DISTRICT BOUNDARIES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.
12	WHEREAS, in 1997, the Leon County Board of County Commissioners enacted Ordinance
13	No. 97-18 to create the Fallschase Community Development District, a local unit of special purpose
14	government established pursuant to the provisions of Chapter 190, Florida Statutes, which is located
15	entirely within the boundaries of Leon County, Florida; and,
16	WHEREAS, on March 28, 2007, the law firm of Hopping, Green & Sams, on behalf of the
17	Petitioner, Fallschase Community Development District, filed a Petition seeking amendment of the
18	boundary of the Fallschase Community Development District; and,
19	WHEREAS, pursuant to §190.046(b), Florida Statutes, a public hearing must be scheduled,
20	in the same manner and in the same public notice as for other ordinance amendments; and,
21	WHEREAS, the Leon County Board of County Commissioners has scheduled such a public
22	hearing to be held on April 24, 2007, to consider the record and the factors set forth in
23	§190.005(1)(e), Florida Statutes, in making its determination to grant the Petition for ordinance
24	amendment; and,
25	WHEREAS, Leon County Board of County Commissioners has conducted said public
26	hearing and has considered the following factors in agreeing to amend the boundaries of the
27	Fallschase Community Development District:
28	

1	1.	Whether all statements contained within the Petition have been found to be true and
2		correct.
3	2.	Whether the establishment of the district (or reconfiguration) is inconsistent with any
4		applicable element of portion of the state comprehensive plan or of the effected local
5		government comprehensive plan.
6	3.	Whether the area of land within the proposed district is of sufficient size, is
7		sufficiently compact, and is sufficiently contiguous to be developable as one
8		functional interrelated community.
9	4.	Whether the district is the best alternative available for delivering community
10		development services and facilities to the area that will be served by the district.
11	5.	Whether the community development services and facilities of the district will be
12		incompatible with the capacity and uses of existing local and regional community
13		development services and facilities.
14	6.	Whether the area that will be served by the district is amenable to separate special-
15		district government.
16	WHE	REAS, the Board of County Commissioners of Leon County finds that the Petition for
17	ordinance am	endment, in consideration of the listed factors, should be granted.
18	BE I	T ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON
19	COUNTY, F	LORIDA:
20	Section	on 1. Findings.
21	The B	oard of County Commissioners of Leon County hereby makes the following findings:
22	1.	That all statements contained within the Petition for amendment of the boundaries of
23	the Fallschase	e Community Development District, which Petition is dated March 28, 2007, are true;

1 2. That the amended boundaries will be consistent with any applicable element portion 2 of the State Comprehensive Plan and of the Tallahassee-Leon County 2010 Comprehensive Plan; 3 3. That the land within the proposed district, as reduced, remains of sufficient size, is 4 sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated 5 community; 4. 6 That the district remains the best alternative available for delivering community 7 development services and facilities to the area that will be served by the district; 5. 8 That the community development services and facilities of the district will be 9 compatible with the capacity and uses of existing local and regional community development 10 services and facilities; and, 11 6. That the area to be served, as amended, by the district is amenable to separate 12 special-district government. 13 Section 2. External Boundaries of the District, As Amended. 14 That Section 3 of Ordinance No. 97-18 of the Board of County commissioners of Leon 15 County, is hereby amended by removing from the boundaries of the Fallschase Community 16 Development District the lands described in Exhibit A attached hereto and made a part hereof, with 17 the new boundaries of the Fallschase Community Development District being set forth in Exhibit B 18 attached hereto and made a part hereof. 19 Section 3. Remainder of Ordinance No. 97-18. 20 That all other provisions and findings set forth in Ordinance No. 97-18 shall remain in full

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force and effect and not be modified by this Ordinance.

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Section 4. Conflicts. 1 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are 2 3 hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2010 Comprehensive Plan, as amended, which provisions shall prevail 4 5 over any parts of this ordinance which are inconsistent, either in whole or part, with the said 6 Comprehensive Plan. 7 Section 5. Severability. 8 If any word, phrase, clause, section or portion of this ordinance shall be held invalid or 9 unconstitutional by a court of competent jurisdiction, such portion or words shall be deemed a 10 separate and independent provision and such holding shall not affect the validity of the remaining 11 portions thereof. 12 Section 6. Effective Date. 13 This ordinance shall have effect upon becoming law. 14 DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this Z 15 16 LEON COUNTY, FLORIDA 17 ATTESTED BY: BOB INZER, CLERK OF THE COURT 18 19 C. E. DEPUY, J **C**HAIRMAN 20 Leon County Board of County Commissioners 21 22 23 APPRÓVED AS TO RORM: 24 OFFI2E 25 26 27 HERBERT W. A. THIELE, ESQ. 28





THE FOLLOWING 4 LEGAL DESCRIPTIONS DESCRIBE LANDS NOT INCLUDED IN THE 2006 CDD BOUNDARY.

LEGAL DESCRIPTION

DESCRIPTION (13.53 AC. PARCEL):

A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1747, PG. 375 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED BY RECENT SURVEY AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP I NORTH, RANGE I EAST, LEON COUNTY, FLORIDA AND RUN NORTH 00 DEGREES 31 MINUTES 42 SECONDS WEST, 6.17 FEET TO THE NORTHERLY RIGHT OF WAY BOUNDARY OF COUNTY ROAD NO. C.158 (BUCK LAKE ROAD) (80 FOOT RIGHT OF WAY); THENCE NORTH 89° 46° 04° WEST ALONG SAID RIGHT OF WAY BOUNDARY 26.108 FEET TO A CONCRETE MONUMENT (81254); THENCE NORTH 01° 09° 35° EAST ALONG THE RIGHT OF WAY BOUNDARY OF COUNTY ROAD NO. C.158 (BUCK LAKE ROAD) (100 FOOT RIGHT OF WAY) BOUNDARY OF COUNTY ROAD NO. C.158 (BUCK LAKE ROAD) (100 FOOT RIGHT OF WAY BOUNDARY OF COUNTY ROAD NO. C.158 (BUCK LAKE ROAD) (100 FOOT RIGHT OF WAY DO INTO FEET TO A MALE; THENCE SOUTH 69° 39° WEST 40.37) FEET TO AN AXLE; THENCE SOUTH 69° 39° WEST 40.37) FEET TO AN AXLE; THENCE SOUTH 69° 39° WEST 40.37) FEET TO AN AXLE; THENCE SOUTH 69° 39° WEST 40.37) FEET TO AN AXLE; THENCE SOUTH 69° 39° WEST 40.37) FEET TO AN AXLE; THENCE SOUTH 69° 39° WEST 40.37) FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY BOUNDARY WITH THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF COUNTY ROAD NO. C.158 (BUCK LAKE ROAD); THENCE SOUTH 20° 85° WEST 40.38) FEET TO THE INTERSECTION OF SAID SOUTHEASTERLY RIGHT OF WAY BOUNDARY 153.38 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (81254); THENCE SOUTH 59° 19° 10° EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY 153.38 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (81254); THENCE SOUTH 59° 19° 10° EAST ALONG SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY 153.38 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (81254); THENCE SOUTH 89° 59° 10° EAST ALONG SAID RIGHT OF WAY BOUNDARY NO SAID CURVE WITH A RADIUS OF 450.00 FEET THROUGH A CENTRAL ANGLE OF 63° 39° 12° FOR AN ARC DISTANCE OF 499.91 FEET (CHORD OF SAID ARC BEING SOUTH 58° 11° 35° EAST 474 62° FEET) TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (81254); THENCE SOUTH 89° 59° 10° EAST ALONG SAID RIGHT OF WAY BOUNDARY NO SAID CONTAINING 13.53 ACRES, MORE OR LESS.

DESCRIPTION (200.00 Ac. UPPER LAKE LAFAYETTE):
A 200.00 ACRE PARCEL OF LAND LYING IN SECTIONS 26 & 27, TOWNSHIP I NORTH, RANGE I EAST, LEON COUNTY, FLORIDA; SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND 8" TERRA COTTA MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 89"51'28" WEST ALONG THE SOUTH BOUNDARY OF SAID SECTION 27, 638.47 FEET TO A FOUND CONCRETE MONUMENT (#732) MARKING A POINT ON THE NORTHEASTERLY RIGHT OF WAY BOUNDARY OF THE SEABOARD COAST LINE RALIROAD (120° RIGHT OF WAY) (OR. 1895, OF 247; P.B. 12, PG. 38) AND A NON-TANGETTAL CURVE CONCAVE TO THE NORTHEASTERLY, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1849.86 FEET; THROUGH A CENTRAL ANGLE OF 10"05'54" FOR AN ARC DISTANCE OF 326.04 PEET (CHORD OF SAID ARC BEENG NORTH 46"124" WEST, 32:56 FEET) TO A FOUND CONCRETE MONUMENT (#732) MARKING THE POINT OF CURVATURE OF A NON-TANGENTAL CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1849.86 FEET; THROUGH A CENTRAL ANGLE OF 10"05'54" FOR AN ARC DISTANCE OF 316.04 PEET (CHORD OF SAID ARC BEING NORTH 41"09'59" WEST, 499.05 FEET TO A FOUND CONCRETE MONUMENT (#732) MARKING THE POINT OF CURVATURE OF A NON-TANGENTAL CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1849.86 FEET; TO RATHEWESTERLY AND HAVING A RADIUS OF 1849.85 FEET TO A FOUND CONCRETE MONUMENT (#732) MARKING THE POINT OF CURVATURE OF A NON-TANGENTAL CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1840.05 FEET TO A FOUND CONCRETE MONUMENT (#732); THENCE DEPART SAID WEST JURIS PEET TO A FOUND CONCRETE MONUMENT (#732); THENCE DEPART SAID WEST JURIS PEET TO A FOUND CONCRETE MONUMENT (#732); THENCE DEPART SAID WEST BOUNDARY OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 27 A DISTANCE OF 494.15 FEET TO A SET CONCRETE MONUMENT (#7245); THENCE DEPART SAID WEST BOUNDARY OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 27.0 CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 98.00 FEET; THENCE NORTH 05"10" EAST, 41.36 FEET; NORTH 05"10" EAST, 11.30.5 FEET; NORTH 25"35" EAST, 10.0 FEET; NORTH 25"35" EAST, 10.0 FEET; NORTH 25"35" EAST, 10.0 FEET; NORTH 25"35" EAST,

DESCRIPTION (78.28 AC. PARCEL):

A PARCEL OF LAND LYING IN SECTIONS 22 AND 27, TOWNSHIP | NORTH, RANGE | EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LESS & EXCEPT: THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 13, PAGE 191; OFFICIAL RECORDS BOOK 903, PAGE 1914 AND OFFICIAL RECORDS BOOK 643, NET AREA = 73.13 ACRES, MORE OR LESS.

DESCRIPTION (1.28 AC. PARCEL):
A PORTION OF THOSE LANDS AS LYING IN SECTION 22, TOWNSHIP I NORTH, RANGE I BAST, LEON COUNTY, FLORIDA AS DESCRIBED IN OFFICIAL RECORDS 2299, PAGE 1776; BEING MORE FARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP I NORTH, RANGE I EAST, LEON COUNTY, PLORIDA, AND RUN THENCE N 00° 31′ 42″ W, 6.17′ TO THE NORTH RIGHT OF WAY BOUNDARY OF STATE ROAD 5-158 (BUCK LAKE ROAD); THENCE N 89° 59′ 44′ W ALONG SAID NORTH RIGHT OF WAY BOUNDARY, 1802.96′; THENCE N 01′ 51′ 49′ W, 43.19′ TO THE NORTHERLY RIGHT OF WAY BOUNDARY 17.39′ TO A CONCRETE MONUMENT FOR THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING CONTINUE N 00° 04′ 59′ W 215.46 FEET TO A CONCRETE MONUMENT, THENCE N 89° 55′ 40′ E, 517.72′ TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY BOUNDARY GF SAID STATE ROAD No.10 (U.S. 90); THENCE S 67° 19′ 49″ W ALONG SAID NORTHERLY RIGHT OF WAY BOUNDARY SOOTE LESS.

MOORE BASS CONSULTING, INC. IGS H. GADSCEN STREET FALLAMASSEE, FL. 1200 (BSD) 223-5678 RTHICATE OF AUTHORIZATEDH NA GERTEN

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LEGAL DESCRIPTION

DESCRIPTION OF LANDS LYING WITHIN THE LIMITS OF THE C.D.D.:

A PORTION OF LAND LOCATED IN SECTIONS 26 AND 27, TOWNSHIP I NORTH, RANGE I EAST; LEON COUNTY, FLORIDA AND DESCRIBED IN OFFICIAL RECORDS BOOK 2299 PAGE 1776 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 8" TERRA COTTA MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP I NORTH, RANGE I EAST, LEON COUNTY, FLORIDA; THENCE ALONG SAID SOUTH BOUNDARY OF SAID SECTION 27, S. 89°51'28°W., 638.47 FEBT TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#732) MARKING A POINT ON THE NORTHEASTERLY RIGHT OF WAY) (O.R. 1895, PG. 247; P.B. ARKING A POINT ON THE NORTHEASTELLY RIGHT OF WAY BOUNDARY OF THE SEABOARD COAST LINE RALIROAD (120 RIGHT OF WAY) (O.R. 1895, PG. 247, P.B. 12, P.G. 83) AND A NON-TANGENTAL CURVE CONCAVE TO NORTHEASTELLY; THENCE NORTHWESTERLY ALONG SAID RALLROAD RIGHT OF WAY THE FOLLOWING 3 COURSES TO WIT: NORTHWESTERLY ALONG SAID CURVE CONCAVE TO NORTHEASTERLY; THENCE NORTHWESTERLY ALONG SAID RALLROAD RIGHT OF WAY THE FOLLOWING 3 COURSES TO WIT: NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1849.86 FEET; THROUGH A CENTRAL ANGLE OF 10°05'54" FOR AN ARC LENGTH OF 326.04 FEET; CHORD BEARS N. 46°12'41" W., 325.62 FEET TO A FOUND CONCRETE MONUMENT (8732), N. 41°09'59" W., 495.05 FEET TO A FOUND CONCRETE MONUMENT (8732) MARKING THE A NON-TANGENTAL CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1918.24 FEET; NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°92'91" FOR AN ARC LENGTH OF 137.65 FEET; CHORD BEARS N. 45°2'156" W., 317.31 FEET; TO A FOUND CONCRETE MONUMENT (8732); THENCE DEPART SAID NORTHEASTERLY RIGHT OF WAY BOUNDARY AND ALONG THE WEST BOUNDARY OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF SAID SECTION 27, N. 00°29'59" W., 494.15" TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (8724) AND THE POINT OF BEGINNING; THENCE CONTINUE N. 00°29'59" W., 2463.48 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (8724) AND THE POINT OF BEGINNING; THENCE CONTINUE N. 00°29'59" W., 2463.48 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (8124); THENCE S. 89°51'29"W., 1220.53 FEET TO A 4 NCH BY 4 INCH CONCRETE MONUMENT (8124); THENCE S. 89°51'29"W., 1220.53 FEET TO A 4 NCH BY 4 INCH CONCRETE MONUMENT (8124); THENCE S. 89°51'29"W., 1220.53 FEET TO A 4 NCH BY 4 INCH CONCRETE MONUMENT (8124); THENCE S. 89°51'29"W., 1220.53 FEET TO A 4 NCH BY 4 INCH CONCRETE MONUMENT (8124); THENCE S. 89°51'29"W., 1220.53 FEET TO A 4 NCH BY 4 INCH CONCRETE MONUMENT, (8124); THENCE S. 89°51'29"W., 1220.53 FEET TO A 5 ET 4 INCH BY 4 INCH CONCRETE MONUMENT, (8124); THENCE DEPART SAID EAST RIGHT OF WAY BOUNDARY N. 89°51'56" E., 949.08 FEET TO A SET 4 HAVING A RADIUS OF 3530.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94*346* FOR AN ARC LENGTH OF 183.16 FEET, CHORD BEARS N. 8*79*15*6* E., 283.09 FEET, TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245) ITHENCE N. 89*4949* E., 307.49 FEET TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245) AND A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14*13*14* FOR AN ARC LENGTH OF 131.54 FEET, CHORD BEARS S. 83*03*34* E., 131.21 FEET) TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245) AND A REVERSE CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14*13*14* FOR AN ARC LENGTH OF 116.65 FEET, CHORD BEARS S. 83*03*34* E., 116.35 FEET) TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245) AND A CURVE CONCAVE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22*1023* FOR AN ARC LENGTH OF 104.69 FEET, CHORD BEARS N. 78*44*37* E., 103.84 FEET) TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245) AND A CURVE CONCAVE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22*1023* FOR AN ARC LENGTH OF 104.49 FEET, (CHORD BEARS N. 78*44*37* E., 103.84 FEET) TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE N. 00*10*11* W., 348.14 FEET TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE N. 00*10*15* W., 170.35 FEET TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE N. 00*10*45* W., 170.35 FEET TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245) AND A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 327.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07*55*31* FOR AN ARC LENGTH OF 43.05 FEET, THENCE N. 00*10*45* W., 170.35 FEET TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE N. 00*35*25* W., 34.30 FEET TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE N. 00*35*25* W., 34.30 FEET TO A SET 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE N. 00*35*35* W., 34.30 FEE PROPERTY NATITATE. E., 215.99 FEET TO A JUNCH IRON PIN; THENCE ALONG THE EAST BOUNDARY OF SAID PROPERTY NOO! 01575., 118.24 FEET TO AN IRON PIN (9599) AND THE SOUTH REGIT OF WAY BOUNDARY OF SAID COUNTY ROAD C-118, THENCE EASTELY A LONG BUGGING TO WAY BOUNDARY OF THE POLLOWING COUNTY ROAD C-118, THENCE EASTELY A THOR DIGHT OF WAY BOUNDARY THE POLLOWING COUNTY ROAD C-118, THENCE EASTELY THEN BUGGING TO WAY BOUNDARY AND ALONG THE WESTELY AND HAYING A RADIUS OF 3793.31 FEET, EASTELY THEN BOUNDARY OF PROPERTY DAY SOUTH BY 4 NCH CONCRETE MONUMENT; THENCE DEPART SAID SOUTHERLY RICHT OF WAY BOUNDARY AND ALONG THE WESTELY BOUNDARY OF PROPERTY DAY SOUTH BY 4 NCH CONCRETE MONUMENT; THENCE DEPART SAID SOUTHERLY RICHT OF WAY BOUNDARY AND ALONG THE WESTELY BOUNDARY OF PROPERTY IN SOUTHER AND ALONG THE SOUTHERLY BOUNDARY OF PROPERTY IN SOUTHER AND ALONG THE SOUTHERLY BOUNDARY OF PROPERTY IN SOUTHER AND ALONG THE SOUTHER AND A 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 87*10"24" %, 358.89 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 87*905 W., 121:39 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 85*2625" W., 82.38 FEET, TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 85*2625" W., 82.38 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 85*2625" W., 82.38 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245); THENCE S. 65*5703" W., 115:66 FEET TO A 4 INCH BY 4 INCH CONCRETE MONUMENT (#7245);

MOORE BASS CONSULTING, INC. 805 N. GADSCEN STREET TALLAHABSEE, RL. 22001 (889) 222-8678 CERTIFICATE OF AUTHORIZATION No.00007246

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PETITION TO AMEND ORDINANCE NO. 2007 - 12 (WHICH AMENDED ORDINANCE NO. 97 - 18) TO CONTRACT THE BOUNDARIES OF THE EXISTING FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT TO ELIMINATE FROM THE DISTRICT CERTAIN LANDS THAT CURRENTLY ARE WITHIN THE DISTRICT BOUNDARIES.

PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Fallschase Community Development District (the "Fallschase CDD"), a special and single purpose local government created and chartered by Chapter 190, Florida Statutes, and established on the property by Leon County Board of County Commissioners Ordinance No. 97 - 18 and as amended by Ordinance No. 2007 - 12, hereby petitions the Board of County Commissioners of the Leon County, a political subdivision of the State of Florida, pursuant to Section 190.046(2)(b), Florida Statutes, and related sections, to amend Ordinance No. 2007 - 12 to contract the boundaries of the District by eliminating certain lands within the District boundaries (the "Contraction"). In support of this petition, the District states:

- 1. The legal description for the currently configured area (the "<u>District</u>") of the Fallschase CDD is contained in the Notice of Boundary Amendment of Fallschase Community Development District (the "<u>2007 Notice</u>") recorded May 15, 2007, in Official Records Book 3703, at Page 1773 of the Public Records of Leon County, Florida. A copy of the 2007 Notice is attached hereto as **Exhibit "A**. A sketch of the legal description in the 2007 Notice is attached hereto as **Exhibit "B"**. According to the legal description contained in the 2007 Notice, the currently configured District contains 403.76 acres.
- 2. The current fee simple title owners (collectively, the "<u>Private Owners</u>") of the real property comprising the *District* and the Leon County Property Appraiser parcel identification numbers for their respective ownerships of each parcel are as follows:

2. In addition to the above-mentioned parcels owned by the *Private Owners*, the road rights-of-way (the "*Public Roads*") for *Acadian Blvd* and *Fallschase Parkway* that was dedicated to the public pursuant to the Corrected Replat of *Fallschase Commercial*, a subdivision as per map or plat thereof recorded in Plat Book 20, at Page 95 of the Public Records of Leon County, Florida is also currently located within the *District*.

- 3. The portion of the currently configured District owned by RMDC, Inc., National Retail Properties, LP, Fallschase Theater, LLC, CPP Fallschase II LLC, and Fallschase Commercial Property Owners Association, Inc. and the Public Roads are described and depicted on the attached Exhibit "C" and is hereinafter referred to as the "Contraction Area". According to Exhibit "C", the Contraction Area comprises 26.40 acres.
- 4. The *Private Owners* have given their consent to the *Contraction* of the existing boundaries of the *District* by the deletion of the *Contraction Area* from within the boundaries of the *District*, as provided in Section 190.047(2)(g), Florida Statutes.
- 5. The metes and bounds legal description of the boundaries of the *District* after the requested *Contraction* is attached hereto as **Exhibit "D"** and is hereinafter referred to as the "*Post-Contraction District Land Area*". A survey of the *Post-Contraction Land Area* is attached hereto as **Exhibit "E"**. According to **Exhibit "D"** and **Exhibit "E"**, the *Post-Contraction Land Area* comprises 375.53 acres.
- 6. At a Public Hearing and Regular Meeting of the Board of Supervisors (the "Fallschase CDD Board") of the Fallschase CDD held on Tuesday, September 30, 2014, the Fallschase CDD Board voted to approve the Contraction requested in this Petition. Pursuant to Section 190.046(1)(g), Florida Statures, and as set forth in the Minutes of said meeting, the filing of this Petition by the Fallschase CDD constitutes consent of the landowners within the district.
 - 7. Pursuant to Section 190.046(1)(a), Florida Statutes:
- a. there are no infrastructure systems, facilities and services currently provided by the *District* to the *Contraction Area* to be deleted by, and removed pursuant to, the *Contraction*; and
- b. the attached **Exhibit "F"** depicts the future land use designation of the real property under the *Tallahassee-Leon County Comprehensive Plan*. [Note: There is no change in the designation of the future general distribution, location, and extent of any public and private uses of land proposed for the real property being removed and deleted from the *District* (i.e., the *Contraction Area*) by the requested *Contraction*.]
 - 8. Pursuant to Sections 190.046(1)(a) and 190.006(1)(a)1-8, Florida Statutes:
- a. The external metes and bounds legal description of the contracted *District* (i.e., the *Post Contraction Land Area*) are set forth in the attached **Exhibit "D"**. There is no real property to be excluded from the amended boundaries as contracted.
- b. The written consents to the requested *Contraction* by the owners of the real property to be deleted (i.e., the *Contraction Area*) is as set forth in the attached **Exhibit "G"**.
- c. The requested *Contraction* does not change the existing members of the duly elected current *Fallschase CDD* Board of Supervisors.

- d. The name of the *District* is unchanged and not affected by this requested *Contraction* amendment.
- e. A map (i.e., the attached **Exhibit "E"**) of the real property within the existing boundaries of the existing *District*, as contracted (i.e., the *Post-Contraction Land Area*), shows current major trunk water mains and sewer interceptors and out falls, if any.
- f. There is no contemplated time table for construction of *District* services that will result from the requested *Contraction*.
- g. The designation in the Tallahassee-Leon County Comprehensive Plan land use element of the general distribution, location and extent of public and private uses of the land within the boundaries of the existing *District* as contracted is not changed or affected by the requested Contraction.
- h. There are no regulatory costs triggered by and resulting from the ordinance amending the boundaries of this existing *District*.
- 9. The *Fallschase CDD* has filed and submitted this Petition and the requisite filing fee to Leon County.
- 10. All Exhibits referenced in this Petition are hereby incorporated herein by this reference and made a part hereof.
- 11. The Fallschase CDD requests respectfully that Leon County grant this Petition because all statements contained herein are true and correct and the contraction amendment will not trigger any changes in land use changes and is not inconsistent with the Tallahassee-Leon County Comprehensive Plan.

WHEREFORE, Petitioner respectfully requests the Chair and Members of the Board of County Commissioners of Leon County, Florida to:

- a. Notice and conduct the required hearing on this Petition; and
- b. Consider this Petition and its exhibits and grant the Petition to amend the boundaries of the *District* by contraction deleting and removing the Contraction Area.

SIGNATURE ON FOLLOWING PAGE

RESPECTFULLY SUBMITTED this 1st day of Danber

enza van Assenderp Florida Bar ID No.: 158829

Attorney at Law

300 South Duval Street, #1005 Tallahassee, Florida 32301 Telephone No.: (850) 544-0424

Email Address: kenza@vanassenderplaw.com

Attorney for, and General Counsel of,

Fallschase Community Development District

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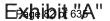
This Instrument Prepared by and return to:

Joseph A. Brown, Esq. HOPPING GREEN & SAMS, P.A. 123 South Cathoun Street Post Office Box 6526 Tallahassee, Florida 32314

NOTICE OF BOUNDARY AMENDMENT OF FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT

PLEASE TAKE NOTICE that on April 24, 2007, the Leon County Board of County Commissioners adopted Ordinance No. 07-12, effective May 2, 2007, amending the boundaries of the Fallschase Community Development District. A legal description of the lands currently within the amended boundary of the District is attached hereto as Exhibit "A." The Fallschase Community Development District was established under Leon County Ordinance No. 97-18. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, Florida Statutes, or by contacting the District's registered agent as designated to the Department of Community Affairs in accordance with Section 189.416, Florida Statutes.

THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE



SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on the 15th day of May, 2007, and recorded in the Official Records of Leon County, Florida.

> FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT

oseph A. Brown, District Counsel Hopping, Green & Sams, P.A.

Print Name

Print Name

STATE OF FLORIDA **COUNTY OF LEON**

The foregoing instrument was acknowledged before me this 15th day of May, 2007, by Joseph A. Brown, District Counsel for the Fallschase Community Development District, who is personally known to me and did not take an oath.

Print Name:

ELIZA BETH

Notary Public, State of Florida

Commission No.:

My Commission Expires:

EXHIBIT A



LEGAL DESCRIPTION

DESCRIPTION OF LANDS LYING WITHIN THE LIMITS OF THE C.D.D.:
A PORTION OF LAND LOCATED ON SECTIONS 26 AND 21, TOWNSHIP I NORTH, RANGE I EAST, LEON COUNTY, FLORIDA AND DESCRIBED IN OFFICIAL RECORDS
BOOK 2299 PAGE 1776 OF THE FUBLIC RECORDS OF LEON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS POLLOWS:

DESCRIPTION OF LANDS LYING WITTEN TIEL INTER OF THE COD.

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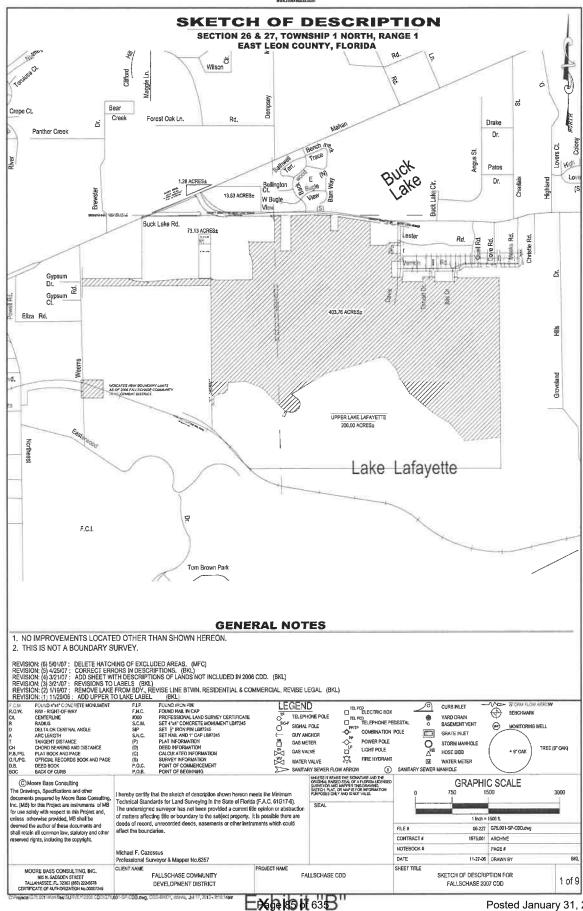
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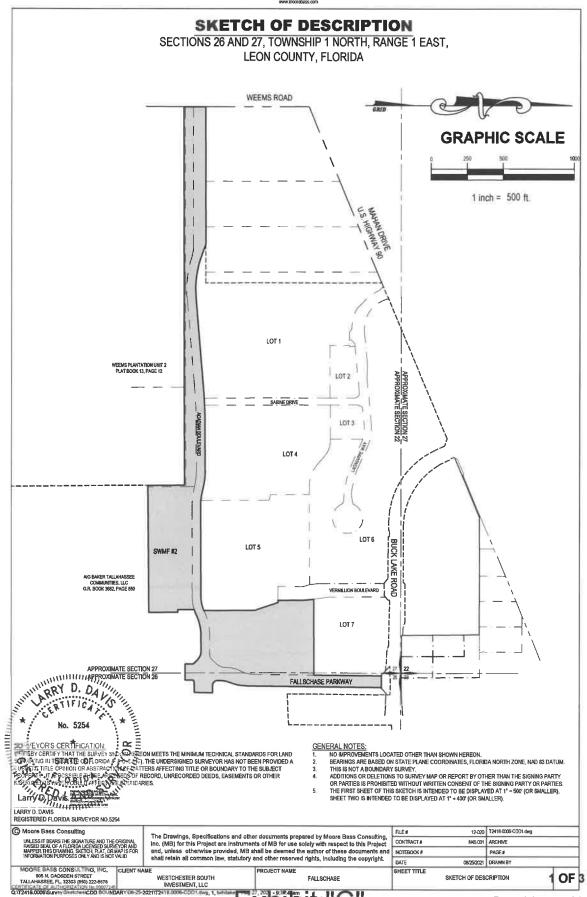
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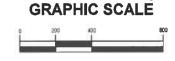


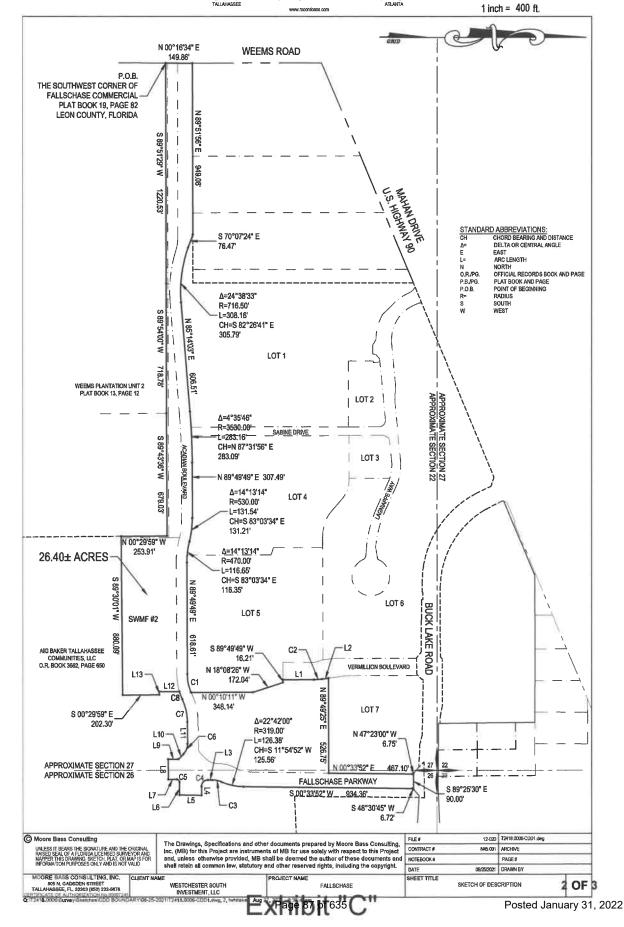














LEGAL DESCRIPTION:

A parcel of land lying in Sections 26 and 27, Township 1 North, Range 1 East, Leon County, Florida being more particularly described as follows:

Begin at the Southwest corner of Fallschase Commercial, a subdivision as per map or plat thereof recorded in Plat Book 19, Page 82 of the Public Records of Leon County, Florida said point lying on the Easterly right of way boundary For Weems Road, thence North 00 degrees 16 minutes 34 seconds East along said Easterly right of way boundary a distance of 149.86 feet, thence leaving said right of way boundary run North 89 degrees 51 minutes 56 seconds East 949.08 feet, thence South 70 degrees 07 minutes 24 seconds East 76.47 feet to a point of curve to the left, thence Southeasterly along said curve having a radius of 716.50 feet through a central angle of 24 degrees 38 minutes 33 seconds for an arc length of 308.16 feet (chord bears South 82 degrees 26 minutes 41 seconds East 305.79 feet), thence North 85 degrees 14 minutes 03 seconds East 606.51 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 3530.00 feet through a central angle of 04 degrees 35 minutes 46 seconds for an arc length of 283.16 feet (chord bears North 87 degrees 31 minutes 56 seconds East 283.09 feet), thence North 89 degrees 49 minutes 49 seconds East 307.49 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 530.00 feet through a central angle of 14 degrees 13 minutes 14 seconds for an arc length of 131.54 feet (chord bears South 83 degrees 03 minutes 34 seconds East 131.21 feet) to a point of reverse curve, thence Southeasterly along said curve having a radius of 470.00 feet through a central angle of 14 degrees 13 minutes 14 seconds for an arc length of 116.65 feet (chord bears South 83 degrees 03 minutes 34 seconds East 116.35 feet), thence North 89 degrees 49 minutes 49 seconds East 618.61 feet to a point of curve to the left, thence Northeasterly along said curve having a radius of 270.00 feet through a central angle of 22 degrees 10 minutes 23 seconds for an arc length of 104.49 feet (chord bears North 78 degrees 44 minutes 37 seconds East 103.84 feet), thence North 00 degrees 10 minutes 11 seconds West 348.14 feet, thence North 18 degrees 08 minutes 26 seconds West 172.04 feet, thence South 89 degrees 49 minutes 49 seconds West 16.21 feet, thence North 00 degrees 10 minutes 45 seconds West 170.35 feet to a point lying on a curve concave Westerly, thence Northwesterly along said curve having a radius of 327.50 feet through a central angle of 07 degrees 55 minutes 31 seconds for an arc length of 45.30 feet (chord bears North 03 degrees 57 minutes 45 seconds West 45.26 feet), thence North 07 degrees 55 minutes 31 seconds West 34.30 feet, thence North 89 degrees 49 minutes 25 seconds East 526.75 feet, thence North 00 degrees 33 minutes 52 seconds East 467.10 feet, thence North 47 degrees 23 minutes 00 seconds West 6.75 feet to a point lying on the Southerly right of way boundary for Buck Lake Road, thence South 89 degrees 25 minutes 30 seconds East along said Southerly right of way boundary a distance of 90.00 feet, thence leaving said right of way boundary run South 48 degrees 30 minutes 45 seconds West 6.72 feet, thence South 00 degrees 33 minutes 52 seconds West 934.36 feet to a point of curve to the right, thence Southwesterly along said curve having a radius of 319.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 126.38 feet (chord bears South 11 degrees 54 minutes 52 seconds West 125.56 feet) to a point of reverse curve, thence Southwesterly along said curve having a radius of 131.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 51.90 feet (chord bears South 11 degrees 54 minutes 52 seconds West 51.56 feet), thence South 00 degrees 33 minutes 52 seconds West 26.02 feet to a point of curve to the left, thence Southeasterly along said curve having a radius of 35.00 feet through a central angle of 90 degrees 44 minutes 27 seconds for an arc length of 55.43 feet (chord bears South 44 degrees 48 minutes 21 seconds East 49.82 feet), thence North 89 degrees 49 minutes 25 seconds East 49.41 feet, thence South 00 degrees 33 minutes 52 seconds West 125.01 feet, thence South 89 degrees 49 minutes 25 seconds West 71.70 feet to a point of curve to the left, thence Southwesterly along said curve having a radius of 15.00 feet through a central angle of 90 degrees 05 minutes 49 seconds for an arc length of 23.59 feet (chord bears South 44 degrees 46 minutes 31 seconds West 21.23 feet), thence South 00 degrees 16 minutes 24 seconds East 47.44 feet, thence South 89 degrees 43 minutes 36 seconds West 112.00 feet, thence North 00 degrees 16 minutes 24 seconds West 56.82 feet, thence North 44 degrees 55 minutes 00 seconds West 40.92 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 80.00 feet through a central angle of 45 degrees 29 minutes 03 seconds for an arc length of 63.51 feet (chord bears North 67 degrees 39 minutes 32 seconds West 61.85 feet), thence South 89 degrees 35 minutes 56 seconds West 120.84 feet to a point of curve to the left, thence Southwesterly along said curve having a radius of 295.84 feet through a central angle of 25 degrees 01 minutes 20 seconds for an arc length of 129.20 feet (chord bears South 77 degrees 05 minutes 16 seconds West 128.17 feet) to a point of reverse curve, thence Southwesterly along said curve having a radius of 330.00 feet through a central angle of 08 degrees 07 minutes 57 seconds for an arc length of 46.84 feet (chord bears South 68 degrees 38 minutes 35 seconds West 46.80 feet), thence South 00 degrees 00 minutes 00 seconds West 112.62 feet, thence South 90 degrees 00 minutes 00 seconds East 17.82 feet, thence South 00 degrees 29 minutes 59 seconds East 202.30 feet, thence South 89 degrees 30 minutes 01 seconds West 880.09 feet, thence North 00 degrees 29 minutes 59 seconds West 253.91 feet, thence South 89 degrees 43 minutes 36 seconds West 679.03 feet, thence South 89 degrees 54 minutes 00 seconds West 718.78 feet, thence South 89 degrees 51 minutes 29 seconds West 1220.53 feet to the POINT OF BEGINNING, containing 26.40 acres, more or less.

		CURVE TAI	BLE	
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	22°10'23"	270.00	104.49'	N 78°44'37" E 103.84'
C2	7°55'31"	327.50	45.30'	N 03°57'45" W 45.26'
C3	22°42'00"	131.00'	51.90	S 11°54'52" W 51.56'
C4	90°44'27"	35.00'	55.43'	S 44°48'21" E 49.82'
C5	90°05'49"	15.00'	23.59'	S 44°46'31" W 21.23'
C6	45°29'03"	80.00'	63.51'	N 67°39'32" W 61.85'
C7	25°01'20"	295.841	129.20'	S 77°05'16" W 128,17"
C8	8°07'57"	330.00'	46.84'	S 68°38'35" W 46.80'

	LINE TABLE	
LINE	BEARING	LENGTH
L1	N 00°10'45" W	170.35'
1.2	N 07°55'31" W	34.30'
L3	S 00°33'52" W	26.02'
L4	N 89°49'25" E	49,41'
L5	S 00°33'52" W	125.01'
L6	S 89°49'25" W	71,70
L7	S 00°16'24" E	47.44'
L8	S 89°43'36" W	112.00'
L9	N 00°16'24" W	56.82'
L10	N 44°55'00" W	40.92
L11	S 89°35'56" W	120.84'
L12	S 00°00'00" W	112.62'
L13	S 90°00'00" E	17.82'

(C) Moore Bass Consulting

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

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MOORE BASS CONSULTING, INC 805 N. GADSDEN STREET TALLAHASSEE, FL. 32303 (850) 222-5678

WESTCHESTER SOUTH

Exhibit "D"

A parcel of land lying in Sections 26 and 27, Township 1 North, Range 1 East, Leon County, Florida being more particularly described as follows:

Begin at the Southeast corner of SWMF #2, Fallschase Commercial a subdivision as per map or plat thereof recorded in Plat Book 20, Pages 95-104 of the Public Records of Leon County, Florida thence Northerly along the Easterly boundary of said SWMF #2 as follows: North 00 degrees 29 minutes 59 seconds West 202.30 feet, thence North 90 degrees 00 minutes 00 seconds West 17.82 feet, thence North 00 degrees 00 minutes 00 seconds East 112.62 feet to a point lying on the Southerly right of way boundary for Acadian Boulevard and a curve concave Northwesterly, thence Northeasterly along said right of way boundary and said curve having a radius of 330.00 feet through a central angle of 08 degrees 07 minutes 57 seconds for an arc length of 46.84 feet (chord bears North 68 degrees 38 minutes 35 seconds East 46.80 feet) to a point of reverse curve, thence Northeasterly along said curve having a radius of 295.84 feet through a central angle of 25 degrees 01 minutes 20 seconds for an arc length of 129.20 feet (chord bears North 77 degrees 05 minutes 16 seconds East 128.17 feet), thence continue along said right of way boundary as follows: North 89 degrees 35 minutes 56 seconds East 120.84 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 80.00 feet through a central angle of 45 degrees 29 minutes 03 seconds for an arc length of 63.51 feet (chord bears South 67 degrees 39 minutes 32 seconds East 61.85 feet), thence South 44 degrees 55 minutes 00 seconds East 40.92 feet to a point lying on the Westerly right of way boundary for Fallschase Parkway, thence South 00 degrees 16 minutes 24 seconds East 56.82 feet, thence leaving said Westerly right of way boundary run North 89 degrees 43 minutes 36 seconds East 112.00 feet to a point lying on the Easterly right of way boundary for said Fallschase Parkway, thence along said Easterly right of way boundary as follows: North 00 degrees 16 minutes 24 seconds West 47.44 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 15.00 feet through a central angle of 90 degrees 05 minutes 49 seconds for an arc length of 23.59 feet (chord bears North 44 degrees 46 minutes 31 seconds East 21.23 feet), thence North 89 degrees 49 minutes 25 seconds East 71.70 feet, thence North 00 degrees 33 minutes 52 seconds East 125.01 feet, thence South 89 degrees 49 minutes 25 seconds West 49.41 feet to a point of curve to the right, thence Northwesterly along said curve having a radius of 35.00 feet through a central angle of 90 degrees 44 minutes 27 seconds for an arc length of 55.43 feet (chord bears North 44 degrees 48 minutes 21 seconds West 49.82 feet), thence North 00 degrees 33 minutes 52 seconds East 26.02 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 131.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 51.90 feet (chord bears North 11 degrees 54 minutes 52 seconds East 51.56 feet) to a point of reverse curve, thence Northeasterly along said curve having a radius of 319.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 126.38 feet (chord bears North 11 degrees 54 minutes 52 seconds East 125.56 feet), thence North 00 degrees 33 minutes 52 seconds East

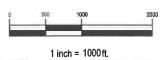
934.36 feet, thence North 48 degrees 30 minutes 45 seconds East 6.72 feet to a point lying on the Southerly right of way boundary for Buck Lake Road, thence Easterly along said Southerly right of way boundary as follows: North 48 degrees 02 minutes 17 seconds East 49.16 feet, thence South 87 degrees 04 minutes 20 seconds East 4.91 feet to a point lying on a curve concave Southerly, thence Southeasterly along said curve having a radius of 14960.00 feet through a central angle of 00 degrees 00 minutes 53 seconds for an arc length of 3.88 feet (chord bears South 86 degrees 57 minutes 56 seconds East 3.88 feet), thence leaving said Southerly right of way boundary run South 00 degrees 33 minutes 52 seconds West 690.53 feet, thence North 87 degrees 27 minutes 22 seconds East 215.59 feet, thence North 00 degrees 01 minutes 55 seconds East 668.40 feet to a point lying on the Southerly right of way boundary for Buck Lake Road and a curve concave Northerly, thence Southeasterly along said right of way boundary and said curve having a radius of 5040.00 feet through a central angle of 05 degrees 04 minutes 41 seconds for an arc length of 446.68 feet (chord bears South 88 degrees 57 minutes 52 seconds East 446.54 feet) to a point of reverse curve, thence Northwesterly along said right of way boundary and said curve having a radius of 6960.00 feet through a central angle of 03 degrees 06 minutes 27 seconds for an arc length of 377.47 feet (chord bears South 89 degrees 56 minutes 56 seconds East 377.43 feet), thence leaving said right of way boundary run South 00 degrees 12 minutes 37 seconds East 251.44 feet, thence North 89 degrees 44 minutes 31 seconds East 149.81 feet, thence North 00 degrees 14 minutes 13 seconds West 244.96 feet to a point lying on the Southerly right of way boundary for Buck Lake Road and a curve concave Southwesterly, thence Southeasterly along said right of way and said curve having a radius of 6960.00 feet through a central angle of 05 degrees 27 minutes 37 seconds for an arc length of 663.27 feet (chord bears South 84 degrees 25 minutes 54 seconds East 663.02 feet), thence leaving said right of way boundary run South 00 degrees 01 minutes 16 seconds East 481.92 feet, thence North 89 degrees 28 minutes 38 seconds East 322.86 feet, thence North 52 degrees 27 minutes 53 seconds East 86.76 feet, thence North 89 degrees 38 minutes 57 seconds East 225.98 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 00 degrees 00 minutes 45 seconds West along said right of way boundary a distance of 59.85 feet, thence leaving said right of way boundary run South 89 degrees 43 minutes 34 seconds West 179.71 feet, thence South 00 degrees 18 minutes 20 seconds East 162.55 feet, thence North 89 degrees 31 minutes 14 seconds East 180.49 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 00 degrees 03 minutes 34 seconds East along said right of way boundary a distance of 163.15 feet, thence leaving said right of way boundary run South 89 degrees 42 minutes 18 seconds West 180.17 feet, thence South 00 degrees 17 minutes 14 seconds East 162.14 feet, thence South 00 degrees 16 minutes 09 seconds East 162.97 feet, thence North 89 degrees 30 minutes 15 seconds East 162.26 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 89 degrees 58 minutes 21 seconds East 60.43 feet to a point lying on the Easterly right of way boundary for said Davis Road, thence leaving said right of way boundary run South 07 degrees 36 minutes 18 seconds West 101.82 feet, thence North 89 degrees 47 minutes 07 seconds East 420.33 feet, thence North 00 degrees 02 minutes 08 seconds East 100.01 feet to a point lying on the Southerly boundary of Unit No. 1 of Meadow

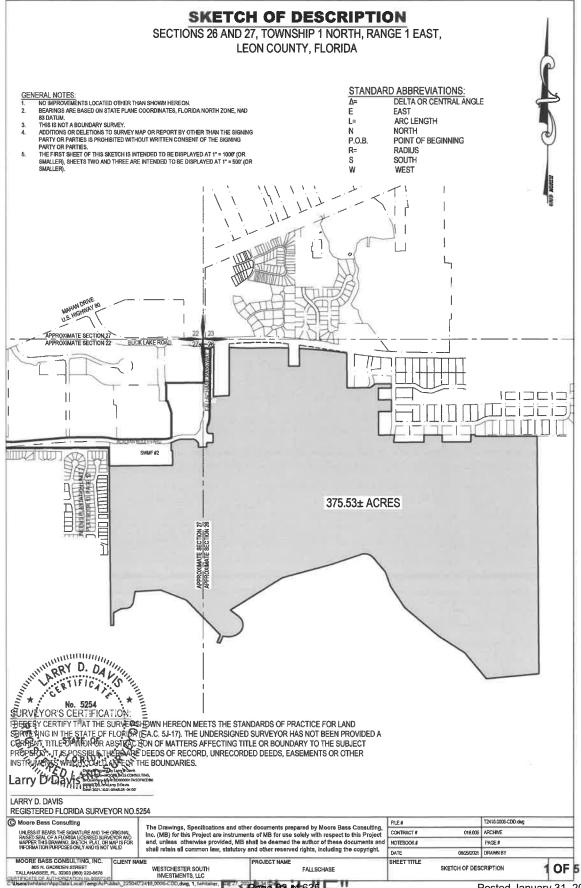
Hills, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 55 of the Public Records of Leon County, Florida, thence North 89 degrees 51 minutes 28 seconds East along said Southerly boundary a distance of 249.69 feet to a point lying on the Easterly right of way boundary for Thrush Drive, thence leaving said Southerly and said Easterly boundaries run South 00 degrees 16 minutes 32 seconds East 99.63 feet, thence North 89 degrees 53 minutes 15 seconds East 199.78 feet, thence North 89 degrees 49 minutes 16 seconds East 199.66 feet, thence North 00 degrees 03 minutes 27 seconds West 99.95 feet to a point lying on the Southerly boundary of said Unit No. 1 of Meadow Hills and the Westerly right of way boundary for Ibis Drive, thence North 89 degrees 54 minutes 38 seconds East along said Southerly boundary a distance of 59.94 feet to a point lying on the Easterly right of way boundary for Ibis Drive, thence leaving said Easterly right of way boundary continue along the Southerly boundary of said Unit No. 1 of Meadow Hills as follows: South 00 degrees 23 minutes 31 seconds East 20.33 feet, thence South 89 degrees 38 minutes 06 seconds East 199.80 feet, thence North 89 degrees 50 minutes 38 seconds East 673.61 feet, thence leaving said Southerly boundary run South 00 degrees 28 minutes 01 seconds East 3294.79 feet to a point lying on the Northerly boundary of Southlands Lake Lafayette Basin as described in Official Record Book 3474, Page 968 of the Public Records of Leon County, Florida, thence Westerly along said Northerly boundary as follows: South 84 degrees 42 minutes 15 seconds West 748.52 feet, thence North 39 degrees 34 minutes 52 seconds West 466.31 feet, thence North 57 degrees 29 minutes 01 seconds West 427.33 feet, thence North 50 degrees 10 minutes 45 seconds West 616.93 feet. thence North 33 degrees 22 minutes 00 seconds West 358.94 feet, thence North 20 degrees 03 minutes 13 seconds West 213.46 feet, thence North 40 degrees 45 minutes 22 seconds West 257.89 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 157.44 feet through a central angle of 70 degrees 22 minutes 13 seconds for an arc length of 193.37 feet (chord bears North 75 degrees 56 minutes 27 seconds West 181.44 feet), thence South 71 degrees 31 minutes 54 seconds West 432.21 feet, thence South 74 degrees 37 minutes 22 seconds West 699.55 feet, thence South 58 degrees 12 minutes 16 seconds West 847.94 feet, thence South 52 degrees 32 minutes 49 seconds East 149.42 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 144.02 feet through a central angle of 88 degrees 48 minutes 58 seconds for an arc length of 223.25 feet (chord bears South 08 degrees 08 minutes 22 seconds East 201.56 feet) to a point of compound curve, thence Southwesterly along said curve having a radius of 197.17 feet through a central angle of 59 degrees 16 minutes 23 seconds for an arc length of 203.97 feet (chord bears South 65 degrees 54 minutes 19 seconds West 195.00 feet), thence North 84 degrees 27 minutes 27 seconds West 72.19 feet, thence South 23 degrees 45 minutes 58 seconds West 103.47 feet, thence North 77 degrees 06 minutes 37 seconds West 40.16 feet, thence North 22 degrees 16 minutes 32 seconds East 112.72 feet, thence North 43 degrees 56 minutes 53 seconds West 668.92 feet, thence North 68 degrees 29 minutes 10 seconds West 374.52 feet, thence South 87 degrees 01 minutes 24 seconds West 358.69 feet, thence South 09 degrees 49 minutes 05 seconds West 151.99 feet to a point of curve to the right, thence Southwesterly along said curve having a radius of 98.80 feet through a central angle of 75 degrees 37 minutes 18 seconds for an arc length of 130.40 feet (chord bears South 47 degrees 37

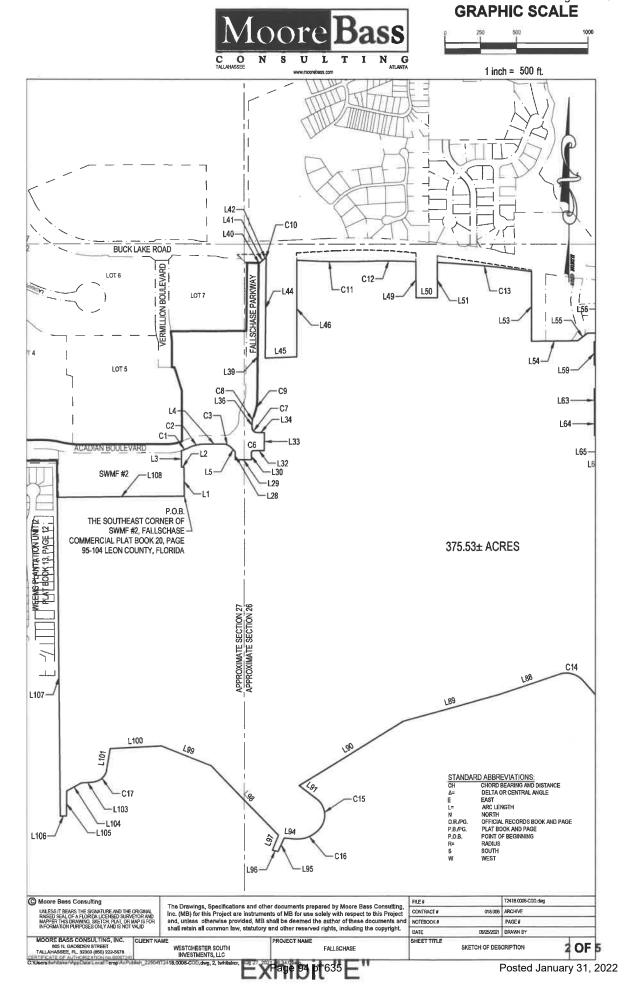
minutes 45 seconds West 121.14 feet), thence South 85 degrees 26 minutes 25 seconds West 83.28 feet, thence South 60 degrees 57 minutes 03 seconds West 115.66 feet, thence South 00 degrees 39 minutes 22 seconds West 173.12 feet, thence South 89 degrees 30 minutes 01 seconds West 41.39 feet, thence leaving the Northerly boundary for said Southlands Lake Lafayette Basin run North 00 degrees 29 minutes 59 seconds West 2209.57 feet to the Southwest corner of said SWMF #2, thence North 89 degrees 30 minutes 01 seconds East along the Southerly boundary of said SWMF #2 a distance of 880.09 feet to the POINT OF BEGINNING, containing 375.53 acres, more or less.

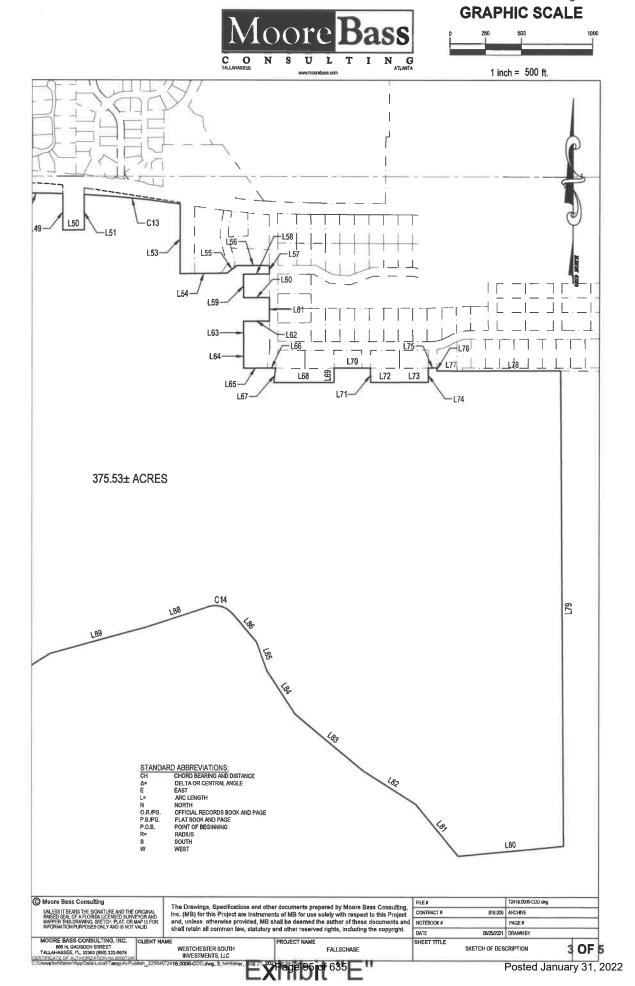














	Line Table	
LINE	BEARING	DISTANCE
L1	N 00° 29' 59" W	202.30'
L2	N 90" 00' 00" W	17.82
L3	N 00° 00' 00" E	112.62'
L4	N 89° 35' 56" E	120.84'
L5	S 44° 55' 00° E	40.92'

	Line Table	
LINE	BEARING	DISTANCE
L28	S 00° 16' 24" E	56.82'
L29	N 89° 43' 36" E	112.00'
L30	N 00° 16' 24" W	47.44'
L32	N 89° 49' 25" E	71.70'
L33	N 00° 33' 52" E	125.01'
L34	S 89° 49' 25" W	49.41'
L36	N 00° 33' 52" E	26.02'
L39	N 00° 33' 52" E	934.36'
L40	N 48" 30' 45" E	6.72'
L41	N 48° 02' 17" E	49.16'
L42	S 87° 04' 20" E	4.91'
L44	S 00° 33' 52° W	690.53'
L45	N 87° 27' 22" E	215.59'
L46	N 00° 01' 55° E	668.40'
L49	S 00° 12' 37" E	251.44'
L50	N 89° 44' 31" E	149.81'
L51	N 00° 14' 13" W	244.96'
L53	S 00° 01' 16" E	481.92

	Line Table	
LINE	BEARING	DISTANCE
L54	N 89° 28' 38" E	322.86'
L55	N 52° 27' 53" E	86.76'
L56	N 89° 38' 57" E	225.98'
L57	S 00° 0'0' 45" W	59.85'
L58	S 89° 43' 34" W	179.71'
L59	S 00° 18' 20" E	162.55'
L60	N 89° 31' 14" E	180.49'
L61	S 00° 03' 34° E	163.15'
L62	S 89° 42' 18" W	180.17'
L63	S 00° 17' 14" E	162.14'
L64	S 00° 16' 09" E	162.97'
L65	N 89° 30' 15" E	162.26'
L66	S 89° 58' 21" E	60.43'
L67	S 07° 36' 18" W	101.82'
L68	N 89° 47' 09" E	420.33'
L69	N 00° 02' 08" E	100.01'
L70	N 89° 51' 28" E	249.69'
L71	S 00° 16' 32" E	99.63*
L72	N 89° 53' 15" E	199.78'
L73	N 89° 49' 16" E	199.66'

	Line Table	
LINE	BEARING	DISTANCE
L74	N 00° 03' 27" W	99.95'
L75	N 89° 54' 38" E	59.94'
L76	S 00° 23' 31" E	20.33
L77	S 89° 38' 06" E	199.80'
L78	N 89° 50' 38" E	673.61'
L79	S 00° 28' 00" E	3294.79'
L80	S 84° 42' 15" W	748.52
L81	N 39° 34' 52" W	466.31'
L82	N 57° 29' 01" W	427.33'
L83	N 50° 10' 45" W	616.93'
L84	N 33° 22' 00" W	358.94'
L85	N 20° 03' 13" W	213.46'
L86	N 40° 45' 22" W	257.89'
L88	S 71° 31' 54" W	432.21'
L89	S 74° 37' 22" W	699.55'
L90	S 58° 12' 16" W	847.94'
L91	S 52° 32' 49" E	149.42'
L94	N 84° 27' 27" W	72.19'
L95	S 23° 45' 58" W	103.47'
L96	N 77° 06' 37" W	40.16'

Line Table		
LINE	BEARING	DISTANCE
L97	N 22° 16' 32" E	112.72
L98	N 43° 56' 53" W	668.92'
L.99	N 68° 29' 10" W	374.52'
L100	S 87° 01' 24" W	358.69'
L101	S 09° 49' 05" W	151.99'
L103	S 85° 26' 25" W	83.28'
L104	S 60° 57' 03" W	115.66'
L105	S 00° 39' 22" W	173.12'
L106	S 89° 30' 01" W	41.38'
L107	N 00° 29' 59" W	2209.56
L108	N 89° 30' 01" E	880.09'

STANDA	RD ABBREVIATIONS:
CH	CHORD BEARING AND DISTANCE
Δ=	DELTA OR CENTRAL ANGLE
Ε	EAST
L=	ARC LENGTH
N	NORTH
O.R./PG.	OFFICIAL RECORDS BOOK AND PAG

O.R./PG.	OFFICIAL RECORDS BOOK AND
P.B./PG.	PLAT BOOK AND PAGE
P.O.B.	POINT OF BEGINNING
R=	RADIUS
S	SOUTH
W	WEST

	Curve Table				
CURVE	DELTA	RADIUS	LENGTH	CHORD	
C1	8° 07' 57"	330.00'	46.84'	N 68° 38' 35" E 46.80'	
C2	25° 01' 20°	295.84'	129.20	N 77° 05' 16" E 128.17'	
C3	45° 29' 03"	80.00'	63.51'	S 67° 39' 32" E 61.85'	
C6	90° 05' 49"	15.00'	23.59'	N 44° 46' 31" E 21.23'	
C7	90° 44' 27"	35.00'	55.43'	N 44° 48' 21" W 49.82'	
C8	22° 42' 00"	131.00'	51.90'	N 11° 54' 52" E 51.56'	
C9	22° 42' 00°	319.00'	126.38'	N 11° 54' 52" E 125.56'	
C10	0° 00' 53"	14960.00'	3.88'	S 86° 57' 56" E 3.88'	
C11	5° 04' 41"	5040.00'	446.68'	S 88° 57' 52" E 446.54'	
C12	3° 06' 27*	6960.00'	377.47'	S 89° 56' 56" E 377.43'	
C13	5° 27' 37"	6960.00'	663.27'	S 84° 25' 54" E 663.02'	
C14	70° 22' 11"	157.44'	193.37'	N 75° 56' 27" W 181.44'	
C15	88° 48' 56"	144.02'	223.25'	S 08° 08' 22" E 201.56'	
C16	59° 16' 26"	197.17'	203.98'	S 65° 54' 19" W 195.00'	
C17	75° 37' 20"	98.80'	130.40'	S 47° 37' 45" W 121.14'	

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B

SKETCH OF DESCRIPTION

4 OF 5

Exhibit "D"

A parcel of land lying in Sections 26 and 27, Township 1 North, Range 1 East, Leon County, Florida being more particularly described as follows:

Begin at the Southeast corner of SWMF #2, Fallschase Commercial a subdivision as per map or plat thereof recorded in Plat Book 20, Pages 95-104 of the Public Records of Leon County, Florida thence Northerly along the Easterly boundary of said SWMF #2 as follows: North 00 degrees 29 minutes 59 seconds West 202.30 feet, thence North 90 degrees 00 minutes 00 seconds West 17.82 feet, thence North 00 degrees 00 minutes 00 seconds East 112.62 feet to a point lying on the Southerly right of way boundary for Acadian Boulevard and a curve concave Northwesterly, thence Northeasterly along said right of way boundary and said curve having a radius of 330.00 feet through a central angle of 08 degrees 07 minutes 57 seconds for an arc length of 46.84 feet (chord bears North 68 degrees 38 minutes 35 seconds East 46.80 feet) to a point of reverse curve, thence Northeasterly along said curve having a radius of 295.84 feet through a central angle of 25 degrees 01 minutes 20 seconds for an arc length of 129.20 feet (chord bears North 77 degrees 05 minutes 16 seconds East 128.17 feet), thence continue along said right of way boundary as follows: North 89 degrees 35 minutes 56 seconds East 120.84 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 80.00 feet through a central angle of 45 degrees 29 minutes 03 seconds for an arc length of 63.51 feet (chord bears South 67 degrees 39 minutes 32 seconds East 61.85 feet), thence South 44 degrees 55 minutes 00 seconds East 40.92 feet to a point lying on the Westerly right of way boundary for Fallschase Parkway, thence South 00 degrees 16 minutes 24 seconds East 56.82 feet, thence leaving said Westerly right of way boundary run North 89 degrees 43 minutes 36 seconds East 112.00 feet to a point lying on the Easterly right of way boundary for said Fallschase Parkway, thence along said Easterly right of way boundary as follows: North 00 degrees 16 minutes 24 seconds West 47.44 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 15.00 feet through a central angle of 90 degrees 05 minutes 49 seconds for an arc length of 23.59 feet (chord bears North 44 degrees 46 minutes 31 seconds East 21.23 feet), thence North 89 degrees 49 minutes 25 seconds East 71.70 feet, thence North 00 degrees 33 minutes 52 seconds East 125.01 feet, thence South 89 degrees 49 minutes 25 seconds West 49.41 feet to a point of curve to the right, thence Northwesterly along said curve having a radius of 35.00 feet through a central angle of 90 degrees 44 minutes 27 seconds for an arc length of 55.43 feet (chord bears North 44 degrees 48 minutes 21 seconds West 49.82 feet), thence North 00 degrees 33 minutes 52 seconds East 26.02 feet to a point of curve to the right, thence Northeasterly along said curve having a radius of 131.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 51.90 feet (chord bears North 11 degrees 54 minutes 52 seconds East 51.56 feet) to a point of reverse curve, thence Northeasterly along said curve having a radius of 319.00 feet through a central angle of 22 degrees 42 minutes 00 seconds for an arc length of 126.38 feet (chord bears North 11 degrees 54 minutes 52 seconds East 125.56 feet), thence North 00 degrees 33 minutes 52 seconds East

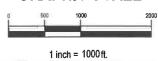
934.36 feet, thence North 48 degrees 30 minutes 45 seconds East 6.72 feet to a point lying on the Southerly right of way boundary for Buck Lake Road, thence Easterly along said Southerly right of way boundary as follows: North 48 degrees 02 minutes 17 seconds East 49.16 feet, thence South 87 degrees 04 minutes 20 seconds East 4.91 feet to a point lying on a curve concave Southerly, thence Southeasterly along said curve having a radius of 14960.00 feet through a central angle of 00 degrees 00 minutes 53 seconds for an arc length of 3.88 feet (chord bears South 86 degrees 57 minutes 56 seconds East 3.88 feet), thence leaving said Southerly right of way boundary run South 00 degrees 33 minutes 52 seconds West 690.53 feet, thence North 87 degrees 27 minutes 22 seconds East 215.59 feet, thence North 00 degrees 01 minutes 55 seconds East 668.40 feet to a point lying on the Southerly right of way boundary for Buck Lake Road and a curve concave Northerly, thence Southeasterly along said right of way boundary and said curve having a radius of 5040.00 feet through a central angle of 05 degrees 04 minutes 41 seconds for an arc length of 446.68 feet (chord bears South 88 degrees 57 minutes 52 seconds East 446.54 feet) to a point of reverse curve, thence Northwesterly along said right of way boundary and said curve having a radius of 6960.00 feet through a central angle of 03 degrees 06 minutes 27 seconds for an arc length of 377.47 feet (chord bears South 89 degrees 56 minutes 56 seconds East 377.43 feet), thence leaving said right of way boundary run South 00 degrees 12 minutes 37 seconds East 251.44 feet, thence North 89 degrees 44 minutes 31 seconds East 149.81 feet, thence North 00 degrees 14 minutes 13 seconds West 244.96 feet to a point lying on the Southerly right of way boundary for Buck Lake Road and a curve concave Southwesterly, thence Southeasterly along said right of way and said curve having a radius of 6960.00 feet through a central angle of 05 degrees 27 minutes 37 seconds for an arc length of 663.27 feet (chord bears South 84 degrees 25 minutes 54 seconds East 663.02 feet), thence leaving said right of way boundary run South 00 degrees 01 minutes 16 seconds East 481.92 feet, thence North 89 degrees 28 minutes 38 seconds East 322.86 feet, thence North 52 degrees 27 minutes 53 seconds East 86.76 feet, thence North 89 degrees 38 minutes 57 seconds East 225.98 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 00 degrees 00 minutes 45 seconds West along said right of way boundary a distance of 59.85 feet, thence leaving said right of way boundary run South 89 degrees 43 minutes 34 seconds West 179.71 feet, thence South 00 degrees 18 minutes 20 seconds East 162.55 feet, thence North 89 degrees 31 minutes 14 seconds East 180.49 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 00 degrees 03 minutes 34 seconds East along said right of way boundary a distance of 163.15 feet, thence leaving said right of way boundary run South 89 degrees 42 minutes 18 seconds West 180.17 feet, thence South 00 degrees 17 minutes 14 seconds East 162.14 feet, thence South 00 degrees 16 minutes 09 seconds East 162.97 feet, thence North 89 degrees 30 minutes 15 seconds East 162.26 feet to a point lying on the Westerly right of way boundary for Davis Road, thence South 89 degrees 58 minutes 21 seconds East 60.43 feet to a point lying on the Easterly right of way boundary for said Davis Road, thence leaving said right of way boundary run South 07 degrees 36 minutes 18 seconds West 101.82 feet, thence North 89 degrees 47 minutes 07 seconds East 420.33 feet, thence North 00 degrees 02 minutes 08 seconds East 100.01 feet to a point lying on the Southerly boundary of Unit No. 1 of Meadow

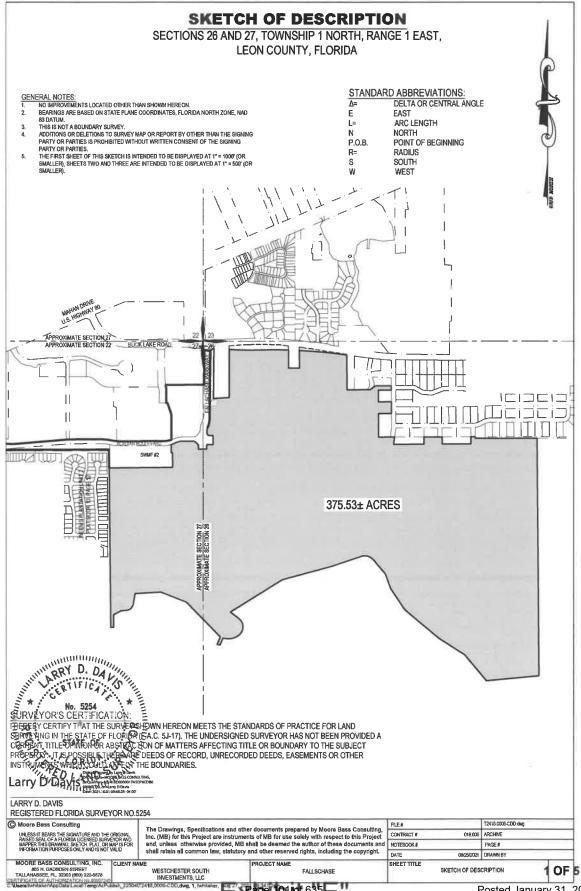
Hills, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 55 of the Public Records of Leon County, Florida, thence North 89 degrees 51 minutes 28 seconds East along said Southerly boundary a distance of 249.69 feet to a point lying on the Easterly right of way boundary for Thrush Drive, thence leaving said Southerly and said Easterly boundaries run South 00 degrees 16 minutes 32 seconds East 99.63 feet, thence North 89 degrees 53 minutes 15 seconds East 199.78 feet, thence North 89 degrees 49 minutes 16 seconds East 199.66 feet, thence North 00 degrees 03 minutes 27 seconds West 99.95 feet to a point lying on the Southerly boundary of said Unit No. 1 of Meadow Hills and the Westerly right of way boundary for Ibis Drive, thence North 89 degrees 54 minutes 38 seconds East along said Southerly boundary a distance of 59.94 feet to a point lying on the Easterly right of way boundary for Ibis Drive, thence leaving said Easterly right of way boundary continue along the Southerly boundary of said Unit No. 1 of Meadow Hills as follows: South 00 degrees 23 minutes 31 seconds East 20.33 feet, thence South 89 degrees 38 minutes 06 seconds East 199.80 feet, thence North 89 degrees 50 minutes 38 seconds East 673.61 feet, thence leaving said Southerly boundary run South 00 degrees 28 minutes 01 seconds East 3294.79 feet to a point lying on the Northerly boundary of Southlands Lake Lafayette Basin as described in Official Record Book 3474, Page 968 of the Public Records of Leon County, Florida, thence Westerly along said Northerly boundary as follows: South 84 degrees 42 minutes 15 seconds West 748.52 feet, thence North 39 degrees 34 minutes 52 seconds West 466.31 feet, thence North 57 degrees 29 minutes 01 seconds West 427.33 feet, thence North 50 degrees 10 minutes 45 seconds West 616.93 feet. thence North 33 degrees 22 minutes 00 seconds West 358.94 feet, thence North 20 degrees 03 minutes 13 seconds West 213.46 feet, thence North 40 degrees 45 minutes 22 seconds West 257.89 feet to a point of curve to the left, thence Northwesterly along said curve having a radius of 157.44 feet through a central angle of 70 degrees 22 minutes 13 seconds for an arc length of 193.37 feet (chord bears North 75 degrees 56 minutes 27 seconds West 181.44 feet), thence South 71 degrees 31 minutes 54 seconds West 432.21 feet, thence South 74 degrees 37 minutes 22 seconds West 699.55 feet, thence South 58 degrees 12 minutes 16 seconds West 847.94 feet, thence South 52 degrees 32 minutes 49 seconds East 149.42 feet to a point of curve to the right, thence Southeasterly along said curve having a radius of 144.02 feet through a central angle of 88 degrees 48 minutes 58 seconds for an arc length of 223.25 feet (chord bears South 08 degrees 08 minutes 22 seconds East 201.56 feet) to a point of compound curve, thence Southwesterly along said curve having a radius of 197.17 feet through a central angle of 59 degrees 16 minutes 23 seconds for an arc length of 203.97 feet (chord bears South 65 degrees 54 minutes 19 seconds West 195.00 feet), thence North 84 degrees 27 minutes 27 seconds West 72.19 feet, thence South 23 degrees 45 minutes 58 seconds West 103.47 feet, thence North 77 degrees 06 minutes 37 seconds West 40.16 feet, thence North 22 degrees 16 minutes 32 seconds East 112.72 feet, thence North 43 degrees 56 minutes 53 seconds West 668.92 feet, thence North 68 degrees 29 minutes 10 seconds West 374.52 feet, thence South 87 degrees 01 minutes 24 seconds West 358.69 feet, thence South 09 degrees 49 minutes 05 seconds West 151.99 feet to a point of curve to the right, thence Southwesterly along said curve having a radius of 98.80 feet through a central angle of 75 degrees 37 minutes 18 seconds for an arc length of 130.40 feet (chord bears South 47 degrees 37

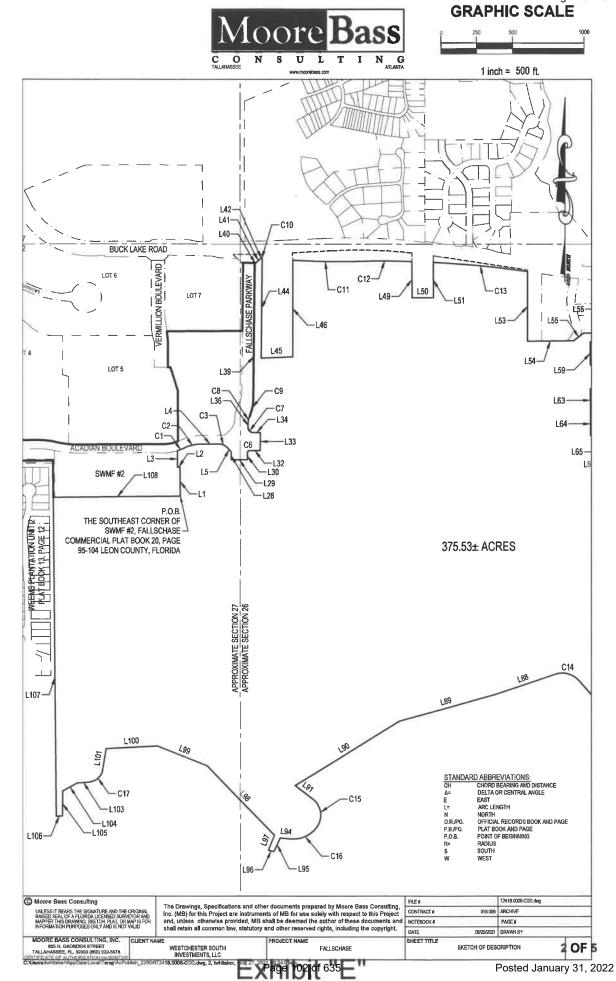
minutes 45 seconds West 121.14 feet), thence South 85 degrees 26 minutes 25 seconds West 83.28 feet, thence South 60 degrees 57 minutes 03 seconds West 115.66 feet, thence South 00 degrees 39 minutes 22 seconds West 173.12 feet, thence South 89 degrees 30 minutes 01 seconds West 41.39 feet, thence leaving the Northerly boundary for said Southlands Lake Lafayette Basin run North 00 degrees 29 minutes 59 seconds West 2209.57 feet to the Southwest corner of said SWMF #2, thence North 89 degrees 30 minutes 01 seconds East along the Southerly boundary of said SWMF #2 a distance of 880.09 feet to the POINT OF BEGINNING, containing 375.53 acres, more or less.

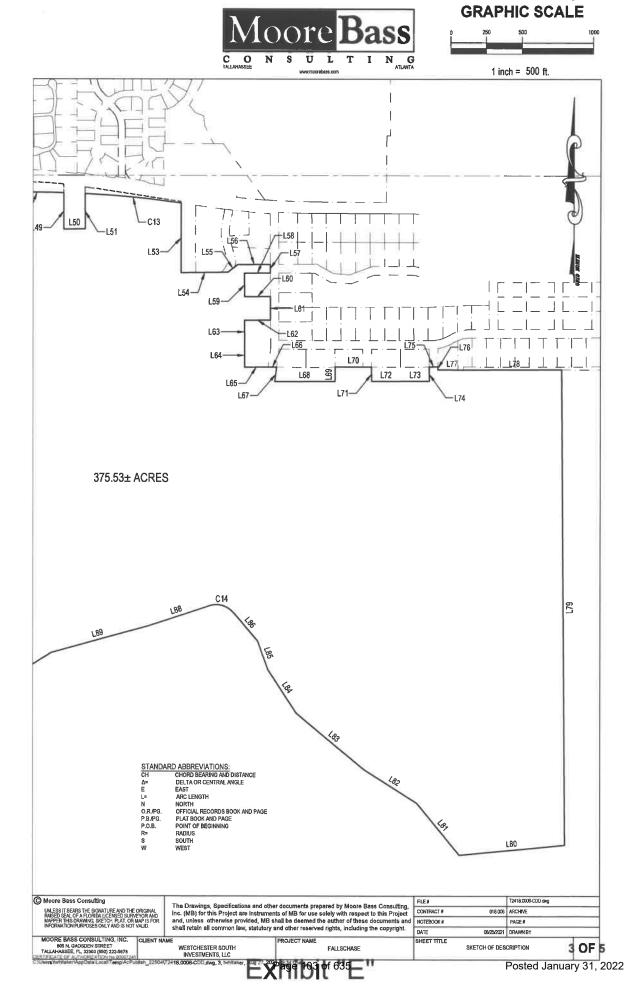














Line Table			
LINE	BEARING	DISTANCE	
L1	N 00" 29' 59" W	202.30'	
L2 N 90" 00' 00" W		17.82	
L3	N 00° 00' 00" E	112.62'	
L4	N 89° 35' 56" E	120.84'	
L5	S 44° 55' 00" E	40.92'	

Line Table				
LINE	BEARING	DISTANCE		
L28	S 00° 16' 24" E	56.82'		
L29	N 89° 43' 36" E	112.00'		
L30	N 00° 16' 24" W	47.44'		
L32	N 89° 49' 25" E	71.70'		
L33	N 00° 33' 52" E	125.01'		
L34	S 89° 49' 25" W	49.41'		
L36	N 00° 33' 52" E	26.02'		
L39	N 00° 33' 52" E	934.36'		
L40	N 48" 30' 45" E	6.72'		
L41	N 48° 02' 17" E	49.16'		
L42	S 87° 04' 20" E	4.91'		
L44	S 00° 33' 52° W	690.53'		
L45	N 87° 27' 22" E	215.59'		
L46	N 00° 01' 55° E	668.40		
L49	S 00° 12' 37" E	251.44'		
L50	N 89° 44' 31" E	149.81'		
L51	N 00° 14' 13" W	244.96'		
L53	S 00° 01' 16" E	481.92		

Line Table				
LINE	BEARING	DISTANCE		
L54	N 89° 28' 38" E	322.86'		
L55	N 52° 27' 53" E	86.76'		
L56	N 89° 38' 57" E	225.98'		
L57	S 00" 00' 45" W	59.85'		
L58	S 89° 43' 34" W	179.71'		
L59	S 00° 18' 20" E	162.55'		
L60	N 89° 31' 14" E	180.49'		
L61	S 00° 03' 34° E	163.15'		
L62	S 89° 42' 18" W	180.17'		
L63	S 00° 17' 14" E	162.14'		
L64	S 00° 16' 09" E	162.97'		
L65	N 89° 30' 15" E	162.26'		
L66	S 89° 58' 21" E	60.43'		
L67	S 07° 36' 18" W	101.82		
L68	N 89° 47' 09" E	420.33'		
L69	N 00° 02' 08" E	100.01'		
L70	N 89° 51' 28" E	249.69'		
L71	S 00° 16' 32" E	99.63*		
L72	N 89° 53' 15" E	199.78'		
L73	N 89° 49' 16" E	199.66'		

Line Table			
LINE	BEARING	DISTANCE	
L74	N 00° 03' 27" W	99.95'	
L75	N 89° 54' 38" E	59.94'	
L76	S 00° 23' 31" E	20.33'	
L77	S 89° 38' 06" E	199.80'	
L78	N 89° 50' 38" E	673.61'	
L79	S 00° 28' 00" E	3294.79	
L80	S 84° 42' 15" W	748.52	
L81	N 39° 34' 52" W	466.31'	
L82	N 57° 29' 01" W	427.33'	
L83	N 50° 10' 45" W	616.93'	
L84	N 33° 22' 00" W	358.94'	
L85	N 20° 03' 13" W	213.46'	
L86	N 40° 45' 22" W	257.89'	
L88	S 71° 31' 54" W	432.21'	
L89	S 74° 37' 22" W	699.55'	
L90	S 58° 12' 16" W	847.94'	
L91	S 52° 32' 49" E	149.42'	
L94	N 84° 27' 27" W	72.19'	
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MOORE BASS CONSULTING, INC.

856 N. GAUSSIEN STREET
TALA-MASSEE, FL. 12303 (650) 222-5676
TELA-MASSEE, FL. 1

SKETCH OF DESCRIPTION 4 OF 5



LEGAL DESCRIPTION:
A PARCEL OF LAND LYING IN SECTIONS 26 AND 27, TOWNSHIP 1 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGIN AT THE SOUTHEAST CORNER OF SWMF #2, FALLSCHASE COMMERCIAL A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGES 95-104 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA THENCE NORTHERLY ALONG THE EASTERLY BOUNDARY OF SAID SWMF #2 AS FOLLOWS: NORTH 00 DEGREES 29 MINUTES 59 SECONDS WEST 202.30 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 112.62 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY BOUNDARY FOR ACADIAN BOULEVARD AND A CURVE CONCAVE NORTHMESTERLY, THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY BOUNDARY AND SAID CURVE HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 08 DEGREES 07 MINUTES 57 SECONDS FOR AN ARC LENGTH OF 46.84 FEET (CHORD BEARS NORTH 68 DEGREES 38 MINUTES 35 SECONDS EAST 46.80 FEET) TO A POINT OF REVERSE CURVE, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 255.86 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 01 MINUTES 20 SECONDS FOR AN ARC LENGTH OF 129.20 FEET (CHORD BEARS NORTH 77 DEGREES 05 MINUTES 16 SECONDS EAST 128.17 FEET), THENCE NORTH 89 DEGREES 35 MINUTES 56 SECONDS EAST 120.84 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 255.86 RADIUS OF 80.00 FEET THROUGH A CENTRAL ANGLE OF 45 DEGREES 29 MINUTES 03 SECONDS FOR AN ARC LENGTH 63.51 FEET (CHORD BEARS SOUTH 67 DEGREES 39 MINUTES 32 SECONDS EAST 61.85 FEET), THENCE SOUTH 44 DEGREES 55 MINUTES 00 SECONDS EAST 40.92 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY BOUNDARY FOR FALLSCHASE PARKWAY, THENCE SOUTH 00 DEGREES 16 MINUTES 24 SECONDS EAST 56,82 FEET, THENCE LEAVING SAID WESTERLY RIGHT OF WAY BOUNDARY RUN NORTH 89
DEGREES 43 MINUTES 36 SECONDS EAST 112,00 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY BOUNDARY FOR SAID FALLSCHASE PARKWAY, THENCE ALONG SAID EASTERLY RIGHT OF WAY BOUNDARY AS FOLLOWS: NORTH 00 DEGREES 16 MINUTES 24 SECONDS WEST 47.44 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 15,00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 05 MINUTES 49 SECONDS FOR AN ARC LENGTH OF 23.59 FEET (CHORD BEARS NORTH 44 DEGREES 48 MINUTES 31 SECONDS EAST 21.23 FEET), THENCE NORTH 89 DEGREES 49 MINUTES 25 SECONDS EAST 71.70 FEET, THENCE NORTH 00 DEGREES 33 MINUTES 52 SECONDS EAST 125.01 FEET, THENCE SOUTH 89 DEGREES 49 MINUTES 25 SECONDS WEST 49.41 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 90 DEGREES 44 MINUTES 27 SECONDS FOR AN ARC LENGTH OF 55.43 FEET (CHORD BEARS NORTH 44 DEGREES 48 MINUTES 21 SECONDS WEST 49.82 FEET), THENCE NORTH 00 DEGREES 33 MINUTES 52 SECONDS EAST 26.02 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 131.00 FEET THROUGH A CENTRAL ANGLE OF 22 DEGREES 42 MINUTES 00 SECONDS FOR AN ARC LENGTH OF 51.90 FEET (CHORD BEARS NORTH 11 DEGREES 54 MINUTES 52 SECONDS EAST 51.56 FEET) TO A POINT OF REVERSE CURVE, THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 319.00 FEET THROUGH A CENTRAL ANGLE OF 22 DEGREES 42 MINUTES 00 SECONDS FOR AN ARC LENGTH OF 126.38 FEET (CHORD BEARS NORTH 11 DEGREES 54 MINUTES 52 SISSUM FEET THROUGH A CENTRAL ANDRE UP 22 BEDARGES 22 MINIOTES OF SECONDS FAST AN ARC LENGTH PLOSARD SEAT 1, THENCE SO WIND TEST AND THE SOUTHER AND THE SOUTH THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 14960.00 FEET THROUGH A CENTRAL ANGLE OF 00 DEGREES 00 MINUTES 53 SECONDS FOR AN ARC LENGTH OF 3.88 FEET (CHORD BEARS SOUTH 86 DEGREES 57 MINUTES 56 SECONDS EAST 3.88 FEET), THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY BOUNDARY RUN SOUTH 00 DEGREES 33 MINUTES 52 SECONDS WEST 690.53 FEET, THENCE NORTH 87 DEGREES 27 MINUTES 22 SECONDS EAST 215.59 FEET, THENCE NORTH 00 DEGREES 01 MINUTES 55 SECONDS EAST 668.40 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY BOUNDARY FOR BUCK LAKE ROAD AND A CURVE CONCAVE NORTHERLY, THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY BOUNDARY AND SAID CURVE HAVING A RADIUS OF 5040.00 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 04 MINUTES 41 SECONDS FOR AN ARC LENGTH OF 446.68 FEET (CHORD BEARS SOUTH 88 DEGREES 57 MINUTES 52 SECONDS EAST 446.54 FEET) TO A POINT OF REVERSE CURVE, THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY BOUNDARY AND SAID CURVE HAVING A RADIUS OF 6960.00 FEET THROUGH A CENTRAL ANGLE OF 03 DEGREES 06 MINUTES 27 SECONDS FOR AN ARC LENGTH OF 377.47 FEET (CHORD BEARS SOUTH 89 DEGREES 56 MINUTES 56 SECONDS EAST 377.43 FEET), THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 00 DEGREES 12 MINUTES 37 SECONDS EAST 251.44 FEET, THENCE NORTH 89 DEGREES 44 MINUTES 31 SECONDS EAST 149.81 FEET, THENCE NORTH 00 DEGREES 14 MINUTES 13 SECONDS WEST 244.96 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY BOUNDARY FOR BUCK LAKE ROAD AND A CURVE CONCAVE SOUTHWESTERLY, THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY AND SAID CURVE HAVING A RADIUS OF 6960.00 FEET THROUGH A CENTRAL ANGLE OF 05 DEGREES 27 MINUTES 37 SECONDS FOR AN ARC LENGTH OF 663.27 FEET (CHORD BEARS SOUTH 84 DEGREES 25 MINUTES 54 SECONDS EAST 663.02 FEET), THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 00 DEGREES 01 MINUTES 16 SECONDS EAST 481.92 FEET, THENCE NORTH 89 DEGREES 27 MINUTES 53 SECONDS EAST 86.76 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 225.98 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY BOUNDARY FOR DAVIS ROAD, THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 59.85 FEET, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 89 DEGREES 43 MINUTES 34 SECONDS WEST 179.71 FEET, THENCE SOUTH 00 DEGREES 18 MINUTES 20 SECONDS EAST 162.55 FEET, THENCE NORTH 89 DEGREES 31 MINUTES 14 SECONDS EAST 180.49 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY BOUNDARY FOR DAVIS ROAD, THENCE SOUTH 00 DEGREES 03 MINUTES 34 SECONDS EAST ALONG SAID RIGHT OF WAY BOUNDARY A DISTANCE OF 163.15 FEET, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 89 DEGREES 42 MINUTES 18 SECONDS WEST 180.17 FEET, THENCE SOUTH 00 DEGREES 17 MINUTES 14 SECONDS EAST 162.14 FEET, THENCE SOUTH 00 DEGREES 16 MINUTES 09 SECONDS EAST 162.97 FEET, THENCE NORTH 89 DEGREES 30 MINUTES 15 SECONDS EAST 162.26 FEET TO A POINT LYING ON THE WESTERLY RIGHT OF WAY BOUNDARY FOR DAVIS ROAD, THENCE SOUTH 89 DEGREES 58 MINUTES 21 SECONDS EAST 60.43 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY BOUNDARY FOR SAID DAVIS ROAD, THENCE LEAVING SAID RIGHT OF WAY BOUNDARY RUN SOUTH 07 DEGREES 36 MINUTES 18 SECONDS WEST 101.82 FEET, THENCE NORTH 89 DEGREES 47 MINUTES 07 SECONDS EAST 420.33 FEET, THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST 100.01 FEET TO A POINT LYING ON THE THENCE NORTH 99 DEGREES 47 MINUTES OF SECONDS EAST 420.33 FEET, THENCE NORTH WID DEGREES 20 MINUTES BESCONDS EAST 100.07 FEET 10 A POINT LYING ON THE SOUTHERLY BOUNDARY OF UNIT NO. 1 OF MEADOW HILLS, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 55 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 51 MINUTES 28 SECONDS EAST ALONG SAID SOUTHERLY BOUNDARY A DISTANCE OF 249.69 FEET TO A POINT LYING ON THE EASTERLY RIGHT OF WAY BOUNDARY FOR THRUSH DRIVE, THENCE LEAVING SAID SOUTHERLY AND SAID EASTERLY BOUNDARIES RUN SOUTH OD DEGREES 16 MINUTES 32 SECONDS EAST 199.67 FEET, THENCE NORTH 89 DEGREES 49 MINUTES 15 SECONDS EAST 199.67 FEET, THENCE NORTH 89 DEGREES 49 MINUTES 15 SECONDS EAST 199.67 FEET, THENCE NORTH 80 DEGREES 49 MINUTES 15 SECONDS EAST 199.67 FEET, THENCE NORTH 80 DEGREES 49 MINUTES 15 SECONDS EAST 199.67 FEET, THENCE NORTH 80 DEGREES 49 MINUTES 15 SECONDS EAST 199.67 FEET, THENCE NORTH 80 DEGREES 49 MINUTES 15 SECONDS EAST 199.67 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ON THE EASTERLY RIGHT OF WAY BOUNDARY FOR IBIS DRIVE, THENCE LEAVING SAID EASTERLY RIGHT OF WAY BOUNDARY CONTINUE ALONG THE SOUTHERLY BOUNDARY OF SAID UNIT NO. 1 OF MEADOW HILLS AS FOLLOWS: SOUTH 00 DEGREES 23 MINUTES 31 SECONDS EAST 20.33 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES 06 SECONDS EAST 19.98.0 FEET, THENCE LEAVING SAID SOUTHERLY BOUNDARY RUN SOUTH 00 DEGREES 28 MINUTES 01 SECONDS EAST 3294.79 FEET TO A POINT LYING ON THE NORTHERLY BOUNDARY OF SOUTHLANDS LAKE LAFAYETTE BASIN AS DESCRIBED IN OFFICIAL RECORD BOOK 3474, PAGE 968 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE WESTERLY ALONG SAID NORTHERLY BOUNDARY AS FOLLOWS: SOUTH 84 DEGREES 42 MINUTES 15 SECONDS WEST 748.52 FEET, THENCE NORTH 39 DEGREES 34 MINUTES 52 SECONDS WEST 486.31 FEET, THENCE NORTH 57 DEGREES 29 MINUTES 01 SECONDS WEST 427.33 FEET, THENCE NORTH 50 DEGREES 10 MINUTES 45 SECONDS WEST 815.93 FEET, THENCE NORTH 33 DEGREES 22 MINUTES 03 SECONDS WEST 358.94 FEET, THENCE NORTH 20 DEGREES 03 MINUTES 13 SECONDS WEST 213.45 FEET, THENCE NORTH 40 DEGREES 63 MINUTES 12 SECONDS WEST 213.45 FEET, THENCE NORTH 40 DEGREES 45 MINUTES 22 SECONDS WEST 257.99 FEET TO A POINT OF CURVE TO THE LEFT, THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 157.44 FEET THROUGH A CENTRAL ANGLE OF 70 DEGREES 22 MINUTES 13 SECONDS FOR AN ARC LENGTH OF 193.37 FEET (CHORD BEARS NORTH 75 DEGREES 56 MINUTES 27 SECONDS WEST 181.44 FEET), THENCE SOUTH 71 DEGREES 37 MINUTES 27 SECONDS WEST 492.21 FEET, THENCE SOUTH 74 DEGREES 37 MINUTES 22 SECONDS WEST 699.55 FEET, THENCE SOUTH 58 DEGREES 12 MINUTES 16 SECONDS WEST 847, 94 FEET, THENCE SOUTH 52 DEGREES 32 MINUTES 49 SECONDS EAST 149,42 FEET TO A POINT OF CURVE TO THE RIGHT. THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 144,02 FEET THROUGH A CENTRAL ANGLE OF 88 DEGREES 48 MINUTES 58 SECONDS FOR AN ARC LENGTH OF 223.25 FEET (CHORD BEARS SOUTH 08 DEGREES 08 MINUTES 22 SECONDS EAST 201.56 FEET) TO A POINT OF COMPOUND CURVE, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 197.17 FEET THROUGH A CENTRAL ANGLE OF 59 DEGREES 16 MINUTES 23 SECONDS FOR AN ARC LENGTH OF 203.97 FEET (CHORD BEARS SOUTH 65 DEGREES 54 MINUTES 19 SECONDS WEST 195.00 FEET), THENCE NORTH 64 DEGREES 27 MINUTES 27 SECONDS WEST 72.19 FEET, THENCE SOUTH 23 DEGREES 45 MINUTES 58 SECONDS WEST 103.47 FEET, THENCE NORTH 77 DEGREES 06 MINUTES 37 SECONDS WEST 40.16 FEET, THENCE NORTH 22 DEGREES 16 MINUTES 32 SECONDS EAST 112.72 FEET, THENCE NORTH 43 DEGREES 56 MINUTES 53 SECONDS WEST 668.92 FEET, THENCE NORTH 68 DEGREES 29 MINUTES 10 SECONDS WEST 374.52 FEET, THENCE SOUTH 87 DEGREES 01 MINUTES 24 SECONDS WEST 358,69 FEET, THENCE SOUTH 09 DEGREES 49 MINUTES 05 SECONDS WEST 151,99 FEET TO A POINT OF CURVE TO THE RIGHT, THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 98,80 FEET THROUGH A CENTRAL ANGLE OF 75 DEGREES 37 MINUTES 18 SECONDS FOR AN ARC LENGTH OF 130,40 FEET (CHORD BEARS SOUTH 47 DEGREES 37 MINUTES 45 SECONDS WEST 121.14 FEET), THENCE SOUTH 85 DEGREES 26 MINUTES 25 SECONDS WEST 83.25 FEET, THENCE SOUTH 60 DEGREES 57 MINUTES 03 SECONDS WEST 115.66 FEET, THENCE SOUTH 60 DEGREES 39 MINUTES 03 SECONDS WEST 115.66 FEET, THENCE SOUTH 60 DEGREES 39 MINUTES 03 SECONDS WEST 173.12 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 01 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 10 SECONDS WEST 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 41.39 FEET, THENCE SOUTH 80 DEGREES 30 MINUTES 41.39 FEET, THENCE SOUTH 80 DEGREES 30 SOUTHWEST CORNER OF SAID SWMF #2, THENCE NORTH 89 DEGREES 30 MINUTES 01 SECONDS EAST ALONG THE SOUTHERLY BOUNDARY OF SAID SWMF #2 A DISTANCE OF 880.09 FEET TO THE POINT OF BEGINNING, CONTAINING 375.53 ACRES, MORE OR LESS.

©	Moore	Bass	Consulting

The Drawings, Specifications and other documents prepared by Moore Bass Consulting Inc. (MB) for this Project are instruments of MB for use solely with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents an shall retain all common law, statutory and other reserved rights, including the copyright.

1	CUETT TITLE	
	DATE 08/25/2021	DRAWN BY
	NOTEBOOK #	PAGE#
	CONTRACT# 018.006	ARCHIVE
	FILE#	T2418.0006-CDD.dwg
-		

SKETCH OF DESCRIPTION

MOORE BASS CONSULTING, INC. CLIENT NAME

805 N, GADSSEN STREET

LLAMASSEE, FL. 32308 (860) 222-5678

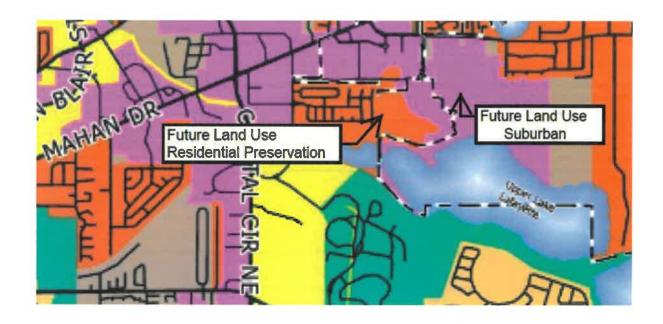
INVESTMENTS, LLC

178 Whitakar (App Data)Local Templace Publish

2504172418.0008-CDD.dwg, 5, Whitakar (1994).

Land Use Element for Subject Real Property

Map 2: Future Land Use Map, Tallahassee Urban Area Tallahassee-Leon County Comprehensive Plan



WRITTEN CONSENT TO CONTRACTION

The undersigned property owner hereby consents to the relief sought by the Petitioner, Fallschase Community Development District (the "Petitioner") in its PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to which this Written Consent to Contraction (this "Consent") is attached.

The undersigned property owner further agrees that the Petitioner and the Board of County Commissioners of Leon County, Florida may rely on an electronically executed and transmitted copy of this Consent and that such electronic copy shall be binding as an original.

Dated: March 8 , 2021

Fallschase Theater, LLC

Print Name:

Print Name:

Bv:

Agina Men

The undersigned property owner hereby consents to the relief sought by the Petitioner, Fallschase Community Development District (the "Petitioner") in its PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to which this Written Consent to Contraction (this "Consent") is attached.

The undersigned property owner further agrees that the Petitioner and the *Board* of County Commissioners of Leon County, Florida may rely on an electronically executed and transmitted copy of this Consent and that such electronic copy shall be binding as an original.

Dated: March // , 2021

National Retail Properties, LP, 65 a Delaware limited partnership

By: NNN GP Corp., a Delaware corporation, as general partner

Name:

Stephen A. Horr

itle: Executive Vice Pre

The undersigned property owner hereby consents to the relief sought by the Petitioner, Fallschase Community Development District (the "Petitioner") in its PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to which this Written Consent to Contraction (this "Consent") is attached.

The undersigned property owner further agrees that the Petitioner and the *Board* of County Commissioners of Leon County, Florida may rely on an electronically executed and transmitted copy of this Consent and that such electronic copy shall be binding as an original.

Dated: March 30, 2021

Red Hills Property Holdings LLC.

Print Name:

ts: 🖊

The undersigned property owner hereby consents to the relief sought by the Petitioner, Fallschase Community Development District (the "Petitioner") in its PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to which this Written Consent to Contraction (this "Consent") is attached.

The undersigned property owner further agrees that the Petitioner and the *Board* of County Commissioners of Leon County, Florida may rely on an electronically executed and transmitted copy of this Consent and that such electronic copy shall be binding as an original.

Dated: March 30, 2021

RMDC, IN

By:__

Print Name:

Page 5 of 6

WRITTEN CONSENT TO CONTRACTION

The undersigned property owner hereby consents to the relief sought by the Petitioner, Fallschase Community Development District (the "Petitioner") in its PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to which this Written Consent to Contraction (this "Consent") is attached.

The undersigned property owner further agrees that the Petitioner and the *Board* of County Commissioners of Leon County, Florida may rely on an electronically executed and transmitted copy of this Consent and that such electronic copy shall be binding as an original.

Dated: August QC, 2021

CPP Fallschase II, LLC

Print Name:_

Its:

Attachment #4

WRITTEN CONSENT TO CONTRACTION

The undersigned property owner hereby consents to the relief sought by the Petitioner, Fallschase Community Development District (the "Petitioner") in its PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to which this Written Consent to Contraction (this "Consent") is attached.

The undersigned property owner further agrees that the Petitioner and the Board of County Commissioners of Leon County, Florida may rely on an electronically executed and transmitted copy of this Consent and that such electronic copy shall be binding as an original.

Dated: August 202, 2021

Fallschase Commercial Property Owners Association, Inc.

The undersigned property owner hereby consents to the relief sought by the Petitioner, Fallschase Community Development District (the "Petitioner") in its PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to which this Written Consent to Contraction (this "Consent") is attached.

The undersigned property owner further agrees that the Petitioner and the *Board* of County Commissioners of Leon County, Florida may rely on an electronically executed and transmitted copy of this Consent and that such electronic copy shall be binding as an original.

Dated: March , 2021

Red Hills Property Holdings LLC.

Print Name:

ts:

The undersigned property owner hereby consents to the relief sought by the Petitioner, Fallschase Community Development District (the "Petitioner") in its PETITION TO AMEND ORDINANCE NO. 2007-12 TO CONTRACT THE BOUNDARIES OF THE FALLSCHASE COMMUNITY DEVELOPMENT DISTRICT (the "Petition") to which this Written Consent to Contraction (this "Consent") is attached.

The undersigned property owner further agrees that the Petitioner and the *Board* of County Commissioners of Leon County, Florida may rely on an electronically executed and transmitted copy of this Consent and that such electronic copy shall be binding as an original.

Dated: March ____, 2021

RMDC, INC

Print Name:

Its: Fre

From: Kenza VanAssenderp
To: Emily Bouza

Cc: <u>Charles Gardner</u>; <u>Roger Wynn</u>

Subject: Fallschase.

Date: Wednesday, January 19, 2022 10:28:53 AM

Dear Ms. Bouza.

On 12 January 2021 you apprised Charles Gardner and me that our Petition to contract the boundaries of the Fallschase Community Development contained some discrepancies. We thank you, Emily, for your courtesy in so apprising us in such timely manner.

The discrepancy is that our Petition states that "the current configuration is 403.76 acres" with a 26.40 acre contraction area which, when subtracted from the total, results in 377.36 acres, not the 375.53 acres stated in our Petition. You then rightly asked "What are the correct acreage numbers?".

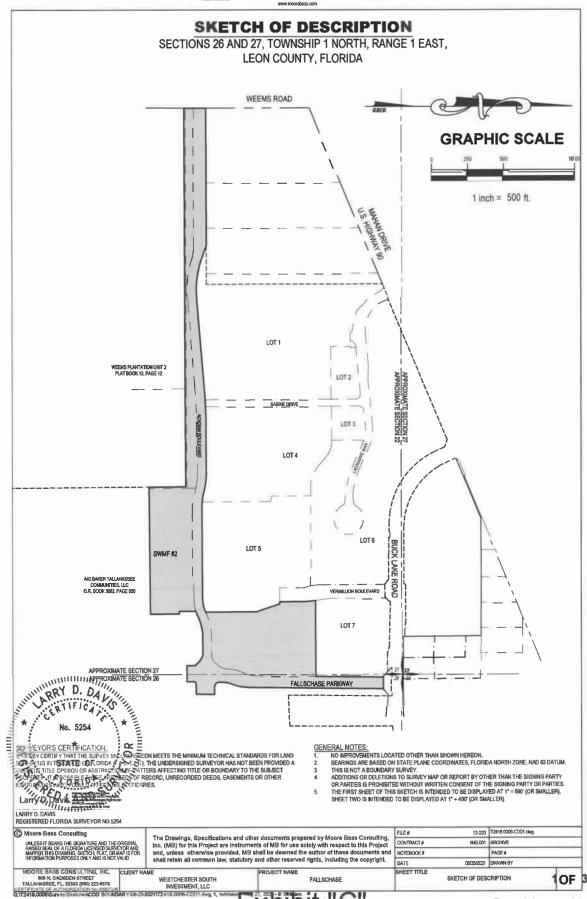
The answer is that the discrepancy is because the the 403 76 acreage number is not correct. We apologize.

The correct number is 401.93 acres, as the District Engineer, Mr. Roger Wynn, determined after reviewing the sketches and legal descriptions.

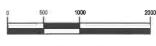
Thank you so much.

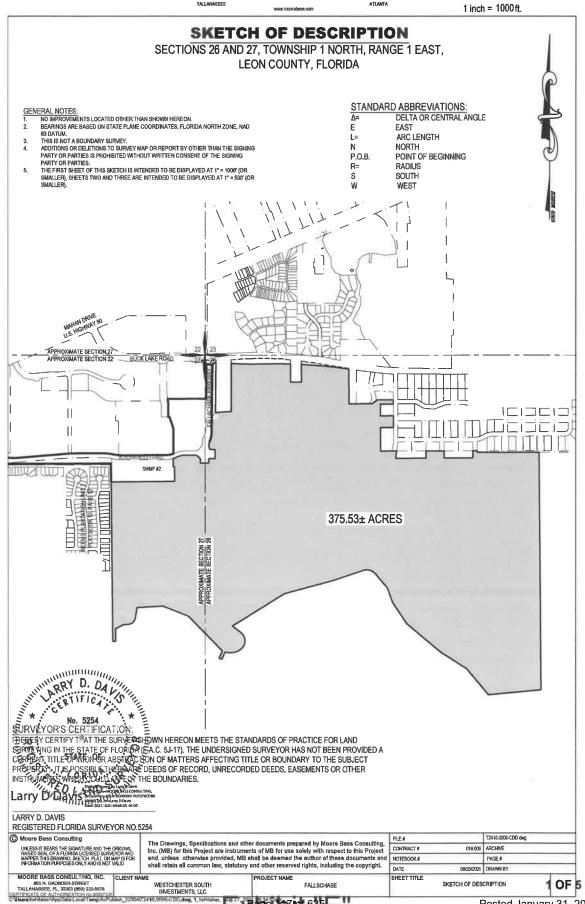
Sent from my iPhone











Leon County Board of County Commissioners

Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Resolution in Support of Improved Statewide Water Resources

Planning

Review and Approval:	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator	
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator Nicki Paden, Special Projects Coordinator	

Statement of Issue:

As requested during the January 25, 2022 meeting, this item seeks Board consideration of a Resolution expressing support for improved water project planning statewide, including a multiyear work plan to guide the planning and prioritization of state funding for local water projects.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the Resolution expressing support for improved water project planning statewide, including a multiyear work plan to guide the planning and prioritization

of state funding for local water projects (Attachment #1).

Title: Proposed Resolution in Support of Improved Statewide Water Resources Planning

February 8, 2022

Page 2

Report and Discussion

Background:

As requested during the January 25, 2022 meeting, this item presents a draft Resolution (Attachment #1) for Board consideration expressing support for statutory changes to provide improved statewide water resources planning, including the establishment of a multiyear framework to guide the planning and prioritization of state funding for local water projects.

During the 2021 Florida Association of Counties (FAC) Legislative Conference, the FAC Water and Environmental Sustainability Committee adopted the following policy statement: "Support state policies to improve coordination of water project planning on a recurring five-year work plan and a statewide strategic plan for all things water." As discussed in the associated policy proposal (Attachment #2), FAC supports the establishment of a framework to guide the strategic investment of state resources for local water projects, similar to the transportation planning framework involving the Florida Department of Transportation (FDOT) and the state's metropolitan planning organizations (MPOs). Recognizing the various and potentially overlapping water priorities, funding sources, responsibilities across local governments, regional water management districts and state agencies, such a framework would foster intergovernmental coordination in planning for the current and future investment of state funds in local water infrastructure statewide.

On January 14, 2022, the Treasure Coast Regional Planning Council (TCRPC), which represents a four-county region including Indian River, St. Lucie, Martin, and Palm Beach Counties and their municipalities, adopted a Resolution in support of improved statewide water resources planning (Attachment #3). The TCRPC's Resolution builds upon the legislative policy adopted by FAC.

Analysis:

A significant challenge to effectively addressing the various matters related to Florida's water resources is the "siloed" nature of how these resources are managed and regulated. For example, regional flood protection and water supply management are within the purview of Florida's water management districts; local flood protection is addressed by numerous drainage districts of varying size and capability; potable water supply and distribution, sewage collection and treatment, and disposal of sewage treatment byproducts are facilitated by local utilities, land owners, and others; and protection of surface water and groundwater is conducted by state agencies, local governments, and the Federal government. Each of these agencies has various and sometimes overlapping funding sources and responsibilities. At the state level, funding and focus are more a function of shifting legislative priorities and local perspectives rather than a coordinated strategic approach, which can lead to inconsistent funding and implementation over time. This approach has led to a growing backlog of needed infrastructure.

The legislative policy adopted by FAC's Water and Environmental Sustainability Committee seeks to address this coordination problem by modeling the Florida Transportation Commission approach for planning, prioritization, stable and predictable multiyear capital construction programs, and oversight which effectively delivers transportation improvements and creating a similar structure for the use of State resources on water projects. Specifically, FAC supports a framework similar to the Five-Year Work Program utilized by FDOT, which is an ongoing process

Title: Proposed Resolution in Support of Improved Statewide Water Resources Planning

February 8, 2022

Page 3

that is used to allocate funds for priority transportation projects for the next five years. The FDOT Five-Year Work Program model has proven successful for transportation planning through coordination with the state's MPOs in developing a multiyear work plan with the goal of maximizing available revenue sources and achieving equitable geographic distribution for transportation improvements. Recognizing the various and potentially overlapping water priorities, funding sources, responsibilities across local governments, regional water management districts, and state agencies, a similar framework would allow independent insight and expertise into the planning and prioritization process for water quality projects. Similarly, this framework also fosters intergovernmental coordination in streamlining and optimizing the investment of limited state resources for local water infrastructure statewide.

Accordingly, this item proposes a Resolution in support of statewide water resources planning, as described in this item, for Board consideration. Should the Board wish to adopt the Resolution, copies of the Resolution will be shared with FAC as well as the members of Leon County's legislative delegation, the Speaker of the House, the Senate President, and relevant committee chairs as appropriate. In addition, as one of the County's legislative priorities, the County's legislative team will continue to support FAC's 2021-2022 legislative efforts, including advocating in support of legislation as described in this item during the 2022 legislative session.

Options:

- 1. Adopt the Resolution expressing support for improved water project planning statewide, including a multiyear work plan to guide the planning and prioritization of state funding for local water projects (Attachment #1).
- 2. Do not adopt the Resolution expressing support for improved water project planning statewide, including a multiyear work plan to guide the planning and prioritization of state funding for local water projects.
- 3. Board direction.

Recommendation:

Option #1

Attachments:

- 1. Proposed Resolution
- 2. FAC Policy Statement
- 3. Treasure Coast Regional Planning Council Agenda Item and Adopted Resolution

1 LEON COUNTY RESOLUTION NO. 2 3 RESOLUTION **OF** THE **BOARD OF COUNTY** 4 **COMMISSIONERS OF** COUNTY. LEON FLORIDA. 5 **SUPPORTING THE CREATION** OF A **STATEWIDE** 6 COORDINATED **PLANNING AND PRIORITIZATION** 7 APPROACH FOR WATER RESOURCE INVESTMENTS USING 8 **SIMILAR** STRUCTURE TO THE **FLORIDA** 9 TRANSPORTATION COMMISSION; AND PROVIDING AN 10 EFFECTIVE DATE. 11 12 13 RECITALS 14 15 WHEREAS, the state of Florida faces significant challenges in addressing increasing demands on the 16 state's water supply and need for investment in water infrastructure as a result of growing population pressures 17 statewide; and 18 19 WHEREAS, Leon County has miles of lakes, rivers, streams, and springs which serve as an 20 integral part of our community fabric and ecosystem; and 21 22 WHEREAS, Leon County's continued efforts to protect and preserve the quality of these water 23 bodies is a demonstration of the County's commitment to being a responsible steward of our precious 24 natural resources; and 25 26 WHEREAS, the County recognizes the importance of coordination with local, regional, and 27 state agencies to ensure that our water resources are preserved, protected, and safe for both personal 28 and recreational use; and 29 30 WHEREAS, the various and potentially overlapping water priorities, funding sources, and 31 responsibilities among these partners demonstrates the need for intergovernmental coordination in 32 planning and funding for water projects; and 33 WHEREAS, the Florida Association of Counties' Water and Environmental Sustainability 34 35 Committee recently adopted a legislative priority in support of statutory changes to improve statewide 36 water resources planning through the establishment of a multi-year framework; and 37 38 WHEREAS, similar to the Metropolitan Planning Organization transportation framework, the proposed multi-year framework would foster the strategic planning and investment of state funding for 39 40 local water projects; and 41 42 WHEREAS, the coordinated investment of state funds through multi-year planning and 43 prioritization of water projects is critical to maintaining and preserving local and statewide water resources now and into the future. 44 45 46 47

48

1	BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON		
2	COUNTY, FLORIDA, that:		
3			
4	1. The Legislature is urged to adopt statutory changes to provide improved water project		
5	planning statewide, including a multiyear work plan to guide the planning and prioritization		
6	of state funding for local water projects.		
7			
8	2. This resolution shall take effect immediately upon adoption hereof.		
9			
10			
11	DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,		
12	Florida, this 8 th day of February, 2022.		
13			
14	LEON COUNTY, FLORIDA		
15			
16			
17	By:Bill Proctor, Chair		
18			
19	Board of County Commissioners		
20			
21	ATTESTED BY:		
22	Gwendolyn Marshall Knight, Clerk of Court		
23	& Comptroller, Leon County, Florida		
24			
25			
26	By:		
27			
28			
29	APPROVED AS TO FORM:		
30	Chasity H. O'Steen, County Attorney		
31	Leon County Attorney's Office		
32			
33	n.		
34	By:		



WES-PP-07: STATEWIDE WATER RESOURCES PLANNING

COMMITTEE RECOMMENDATION: Adopt

PROPOSED POLICY: SUPPORT state policies to improve coordination of water project planning on a recurring five-year work plan and a statewide strategic plan for all things water

BACKGROUND:

Florida needs a more effective comprehensive framework for coordinating and prioritizing funding for local water projects to address challenges such as but not limited to: algal blooms, water conservation, marine resources/habitat/coral reef protection, water quality protection, minimum flows and levels, stormwater management, and climate change adaptation and resiliency. Local governments need a framework for improving coordination and prioritization of funding for local and regional water projects similar to the organizational structure of the Florida Department of Transportation (FDOT), which has proven successful for transportation planning. FDOT includes a Transportation Commission that's mission is to provide leadership in meeting Florida's transportation needs through policy guidance on issues of statewide importance and by maintaining oversight, public accountability to the department, and other statutorily specified transportation authorities. The Florida Transportation Commission was created in 1987, under Section 20.23, Florida Statutes, to serve as a citizen's oversight board for FDOT. The Commission is assigned to the Department for administrative and fiscal purposes; otherwise, it functions independently of the control and direction of the Department. Additionally, the Florida Transportation Plan, under Section 339.155, Florida Statutes, provides the framework for the development of the state's long-range transportation goals and objectives to be updated every five years.

Florida's water infrastructure planning process should be modeled in state statute of similar structure to the Florida Transportation Commission. This would allow independent insight and expertise into the planning and prioritization process for Florida's water quality projects. This structure creates stability amongst stakeholders while streamlining and optimizing efficiency of limited state resources.

ANALYSIS: Improve coordination of local water projects planning and funding. Proposed framework would supplement regional water management district and state water planning efforts.

FISCAL IMPACT: Indeterminate

SUBMITTING COUNTIES: Martin; Alachua

ASSIGNED COMMITTEE: WES

BOARD SUPPORT: Yes



UNFUNDED MANDATE: No

PROTECTIVE OF HOME RULE: Yes

TREASURE COAST REGIONAL PLANNING COUNCIL

<u>MEMORANDUM</u>

To: Council Members AGENDA ITEM 8

From: Staff

Date: January 14, 2022

Subject: Resolution #22-01 - Statewide Water Resources Planning

Background

At joint meetings between the South Florida and Treasure Coast Regional Planning Councils held in 2018, 2019, 2020, and just recently on November 5, 2021, the Councils have heard about the significant challenges Florida faces in meeting the need for drinking water while also treating our sewage and protecting the environment. The Florida Association of Counties Water and Environmental Sustainability Committee has recently adopted a policy position calling for improved water project planning including a multi-year work plan to address these challenges.

Analysis

One of the significant road blocks to effectively addressing the various water challenges facing Florida is the "Siloed" nature of how water is considered. Regional flood protection and raw water supply is handled by the water management districts; local flood protection by numerous drainage districts of varying size and capability; potable water supply and distribution by local utilities; sewage collection and treatment by local utilities; disposal of sewage treatment byproducts by local utilities, land owners, and others; and protection of the water environment by various state agencies, county departments, parks, the Federal government, local boards, etc.

Each of these agencies and bodies has various and sometimes overlapping funding sources and responsibilities. At the state level, funding and focus are more a function of shifting legislative priorities and local perspectives rather than a coordinated strategic approach, which leads to wild swings in funding and implementation over time. This is inefficient and has led to a growing backlog of needed infrastructure.

The legislative policy adopted by the Florida Association of Counties' Water and Environmental Sustainability Committee seeks to address this coordination problem by modeling the Florida Transportation Commission approach for planning, prioritization, stable predictable multi-year capital construction programs, and oversight which effectively delivers transportation improvements and creating a similar structure for the use of State resources on water projects.

Based on discussions at the December 10, 2021 Council meeting, staff created the attached Resolution expressing support for statutory changes that will lead to coordinated and strategic investment of State funds for water resources using a structure modelled on the Florida Transportation Commission and Florida Transportation Plan. The Resolution is intended to be sent to leaders in the Legislature, the Governor, the Florida Association of Counties, the Florida League of Cities, and the other Regional Planning Councils.

Recommendation

Council should approve Resolution #22-01 supporting improved statewide water resources planning.

Council Action – January 21, 2022

Attachment

1. Resolution #22-01



RESOLUTION #22-01

A RESOLUTION OF THE TREASURE COAST REGIONAL PLANNING COUNCIL SUPPORTING CREATION OF A STATEWIDE COORDINATED PLANNING AND PRIORITIZATION APPROACH FOR WATER RESOURCE INVESTMENTS MODELLED ON THE FLORIDA TRANSPORTATION COMMISSION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Treasure Coast Regional Planning Council is a multi-purpose regional governmental entity with policy responsibility in the areas of affordable housing, economic development, emergency preparedness, energy, health, natural resources, and regional transportation; and

WHEREAS, the Treasure Coast Regional Planning Council's geographical area is comprised of Indian River, Martin, St. Lucie, and Palm Beach counties and the 52 municipalities contained therein and home to over 2.1 million people; and

WHEREAS, the inlets, estuaries, rivers, lakes, wetlands, and aquifers of the Region are identified as Natural Resources of Regional Significance in the Strategic Regional Policy Plan; and

WHEREAS, at joint meetings between the South Florida and Treasure Coast Regional Planning Councils held in 2018, 2019, 2020, and 2021 the Councils heard about the significant challenges Florida faces in meeting the need for drinking water while also treating our sewage and protecting the environment; and

WHEREAS, a significant roadblock to effectively addressing the water challenges facing Florida is the fractured nature of responsibility for water and the uncoordinated investment of funds to meet our needs; and

WHEREAS, funding at the state level has been subject to shifting legislative priorities and local perspectives rather than a strategic approach, leading to inefficiencies and a growing backlog of needed infrastructure; and

WHEREAS, recognizing this situation, the Water and Environmental Sustainability Committee of the Florida Association of Counties recently proposed modeling state water resource investment on the Florida Transportation Commission and Florida Transportation Plan approach for planning, prioritization, a predictable multi-year capital construction program, and oversight which reliably delivers transportation improvements; and

WHEREAS, coordinated and efficient investment of sufficient state funding for regional systems in concert with local funding of local systems is needed in order to meet water needs and protect water resources and the environment now and into the future.

NOW, THEREFORE, BE IT RESOLVED BY THE TREASURE COAST REGIONAL PLANNING COUNCIL THAT:

Section 1. The above recitals are declared to be true and correct and are hereby made a part of this Resolution.

Section 2. The Council expresses its support for statutory changes that will lead to coordinated and strategic investment of state funds for water resources using a structure modelled on the Florida Transportation Commission and Florida Transportation Plan.

Section 3. A copy of this Resolution shall be transmitted to the Governor, the President of the Florida Senate, the Speaker of the Florida House of Representatives, the Florida Association of Counties, the Florida League of Cities, and all Regional Planning Councils in Florida.

Section 4. This Resolution shall be effective upon adoption.

DULY ADOPTED by the Treasure Coast Regional Planning Council this 21st day of January 2022.

Cathy Townsend	Thomas J. Lanahan
Chair	Executive Director

Revis	ion:	

TREASURE COAST REGIONAL PLANNING COUNCIL

<u>MEMORANDUM</u>

To: Council Members AGENDA ITEM 9

From: Staff

Date: January 14, 2022

Subject: Resolution #22-02 Authorizing Execution of Amendment to the Florida Department of

Transportation Public Transportation Grant Agreement

Introduction

The purpose of this item is to request Council approval of a resolution authorizing execution of an amendment to add funds to the Public Transportation Grant Agreement with the Florida Department of Transportation for technical expertise services, and public outreach support through Resolution #22-02 in the amount of \$50,000 for Fiscal Year 2022.

Background

Council has been providing land use and planning assistance through joint participation agreements with FDOT since 2008. A portion of Council's assistance has focused on general land use, transportation, and outreach assistance with local governments, agencies, and the public. Additionally, Council has provided project-specific assistance, including corridor plans along state roadways; station-area planning around existing and anticipated Tri-Rail commuter rail stations; outreach and planning related to the Tri-Rail Coastal Link; Amtrak/FEC Corridor projects; greenways; and other FDOT projects. Council staff has also assisted FDOT with facilitation of and participation in various committees, task forces, public hearings, and workshops.

Council staff was requested by FDOT last year to continue to provide technical expertise and services and public outreach support for planning activities (including passenger rail development and other technical assistance as needed). A Public Transportation Grant Agreement was approved by Council on April 16, 2021 through Resolution #21-02. The Agreement commenced upon execution by both parties at an initial funding amount of \$50,000 and continues through June 30, 2024.

The proposed amendment will add an additional \$50,000 to the Agreement for use by Council in Fiscal Year 2022 to provide these services.

Conclusion

Improving the relationship between land use patterns and transportation planning will improve the efficiency and effectiveness of the transportation network, create better opportunities for multimodal success, and enhance quality of life throughout the region. This funding will allow Council to assist in the advancement of these goals, enhance the transit-supportive land use and policy framework in the region, provide direct assistance to local governments, and help implement the Strategic Regional Policy Plan.

Recommendation

Council should approve Resolution #22-02 authorizing execution of an amendment to the Public Transportation Grant Agreement between Council and the Florida Department of Transportation to add \$50,000 to the Agreement.

Council Action – January 21, 2022

Attachment

1. Resolution #22-02

Leon County Board of County Commissioners

Notes for Agenda Item #5

Leon County Board of County Commissioners

Agenda Item #5

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Voluntary Annexation of the Property Located at 5350 Capital Circle

Southwest

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

Statement of Issue:

This item seeks Board consideration of a voluntary annexation request from Frank Dorsey, the property owner, for a 1.68-acre portion of his property located at 5350 Capital Circle Southwest. As required by the Tallahassee-Leon County 2030 Comprehensive Plan, this voluntary annexation request is being brought to the Board for consideration prior to the City Commission's Public Hearing scheduled for March 9, 2022.

Fiscal Impact:

This item has no fiscal impact

Staff Recommendation:

Option #1: Do not object to the proposed voluntary annexation of the property located at 5350

Capital Circle Southwest.

Title: Voluntary Annexation of the Property Located at 5350 Capital Circle Southwest

February 8, 2022

Page 2

Report and Discussion

Background:

This item seeks Board consideration of a voluntary annexation request from Frank Dorsey, the property owner, for a 1.68-acre portion of his property located at 5350 Capital Circle Southwest. As required by the Tallahassee-Leon County 2030 Comprehensive Plan, this voluntary annexation request is being brought to the Board for consideration prior to the City Commission's Public Hearing scheduled for March 9, 2022. The property to be annexed into the Tallahassee city limits is located in the southeast corner of the subject property (Parcel ID: 31-30-20-208-000-0). The remainder of the property was previously annexed into the Tallahassee city limits in 1997. Both the applicant's petition for voluntary annexation as well as the proposed City Ordinance are included as Attachment #1.

Analysis:

The referenced parcel is located inside the Urban Service Area and is zoned CP (Commercial Parkway) pursuant to Section 10-6.649 of the Land Development Code, and designated Suburban on the Future Land Use Map of the Comprehensive Plan (Policy 2.2.5 of the Tallahassee/Leon County Comprehensive Plan). A map showing the location of the parcel proposed for annexation is included as Attachment #2.

Annexation by the City of Tallahassee shall be in accordance with the requirements of Chapter 171, Florida Statutes, and Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan, and as set forth in the Interlocal Agreement for Annexation Procedures between Leon County and the City of Tallahassee. Specifically, the Interlocal Agreement provides in part that:

the City Annexation Plan, together with the petition for each annexation be provided by the City to the County Administrator, the Director of Development Support and Environmental Management and the County Attorney at least twenty (20) calendar days prior to the first reading of the Ordinance considering such annexation and at least five (5) calendar days prior to the next regularly scheduled County Commissioners ("Board") meeting. The Board shall have the opportunity to review, comment and suggest changes regarding the proposed annexation at a Board meeting prior to the adoption of the annexation Ordinance by the City Commission, and any Board comments will be provided to the City Manager at least five (5) calendar days prior to the public hearing on the annexation Ordinance.

The City of Tallahassee has indicated in its proposed Ordinance (No. 22-O-02) that they are committed to providing municipal services to the referenced property. The proposed Ordinance was introduced to the City Commission on January 26, 2022 and is scheduled to be presented at a Public Hearing by the City Commission on March 9, 2022, for the purposes of finalizing the annexation.

The County and City Administrations have instituted procedures to implement annexation provisions. The City submits information and analyses for review by County staff. County staff comments on the proposed voluntary annexation are:

Title: Voluntary Annexation of the Property Located at 5350 Capital Circle Southwest

February 8, 2022

Page 3

1. <u>County Attorney</u>: The County Attorney has indicated that the proposed annexation appears to comply with Chapter 171 of the Florida Statutes, as the proposed annexation is contiguous to the municipal boundary, reasonably compact and does not create an enclave.

- 2. <u>Public Works:</u> The Public Works Department finds there will be no stormwater or solid waste assessment revenue impact from the proposed annexation.
- 3. <u>Development Services:</u> The Division finds that the proposed annexation would not have any impacts to the County's Concurrency Management System.
- 4. <u>Environmental Services:</u> Environmental Services does not have any objections to the requested annexation of this property.
- 5. <u>Planning, Land Management & Community Enhancement (PLACE)</u>: The Tallahassee/Leon County Department of PLACE finds the proposed annexation request consistent with the Comprehensive Plan, provided certain criteria of the Intergovernmental Element Policy 2.1.4 are adequately addressed. These criteria are outlined in a memorandum from the Planning Department, which is included as Attachment #3.

In anticipation of future development in the area, the City may wish to proactively consider annexation of nearby parcels to avoid a potential unincorporated enclave along Woodville Highway. Should an applicant seek to develop and voluntarily annex the vacant 1.6-acre parcel (Parcel ID 3130202020000) located across the street from the subject property at the southeast corner of the Capital Circle SE and Woodville Hwy intersection, only one unincorporated parcel (Parcel ID 3130010000010) plus an 0.13-acre portion of a parcel (Parcel ID 3130010000020) would remain on Woodville Hwy between Capital Circle and the Commerce Industrial Center accessed via Marpan Lane. Again, the requested annexation of the subject property does not create an enclave situation, but staff will encourage the City to proactively address the issue given the potential for future development across the street at a major intersection and to avoid unnecessary delays should there be a voluntary annexation request for the corner parcel.

Pursuant to the Interlocal Agreement with the City, if the County objects to the annexation, a formal process for mediation is initiated. Results of the mediation are brought to the Board for consideration. If mediation is unsuccessful, the statutory dispute resolution process allows for the City and County to agree to binding arbitration or either party may pursue legal remedies.

Title: Voluntary Annexation of the Property Located at 5350 Capital Circle Southwest February 8, 2022

Page 4

Options:

- 1. Do not object to the proposed voluntary annexation of the property located at 5350 Capital Circle Southwest.
- 2. Object to the proposed voluntary annexation of the property located at 5350 Capital Circle Southwest and direct the County Administrator to initiate formal mediation pursuant to the Interlocal Agreement.
- 3. Board direction.

Recommendation:

Option # 1

Attachments:

- 1. Request for Voluntary Annexation from Frank Dorsey, and Ordinance (No. 22-O-02)
- 2. Location Map of property proposed for voluntary annexation located at 5350 Capital Circle Southwest
- 3. Memorandum from the Planning Department dated December 27, 2021



12/3/2021

Mr. Ryan Culpepper **Development Services Director** Leon County Department of Development Support & Environmental Management 435 North Macomb Street Tallahassee, FL 32301

RE: Annexation of Parcel 3130202080000

Dear Mr. Culpepper:

Attached is the ordinance introduction package for the annexation of Parcel 3130202080000 for your review and use. You are being provided a copy of the voluntary annexation petition as required by Policy 2.1.4 of the Intergovernmental Coordination Element of the Comprehensive Plan.

The annexation ordinance will go to the City Commission for introduction on January 26, 2022 and the public hearing will be March 9th, 2022. Any comments from the Board of County Commissioners must be received by the City Manager prior to the public hearing.

Please contact me at 891-8488 if you have any questions regarding this transmittal.

Sincerely,

Raoul Lavin (Dec 3, 2021 11:20 EST)

Raoul Lavin Assistant City Manager **Administration and Professional Services**

City Manager

Inspector General

Page 137 of 635

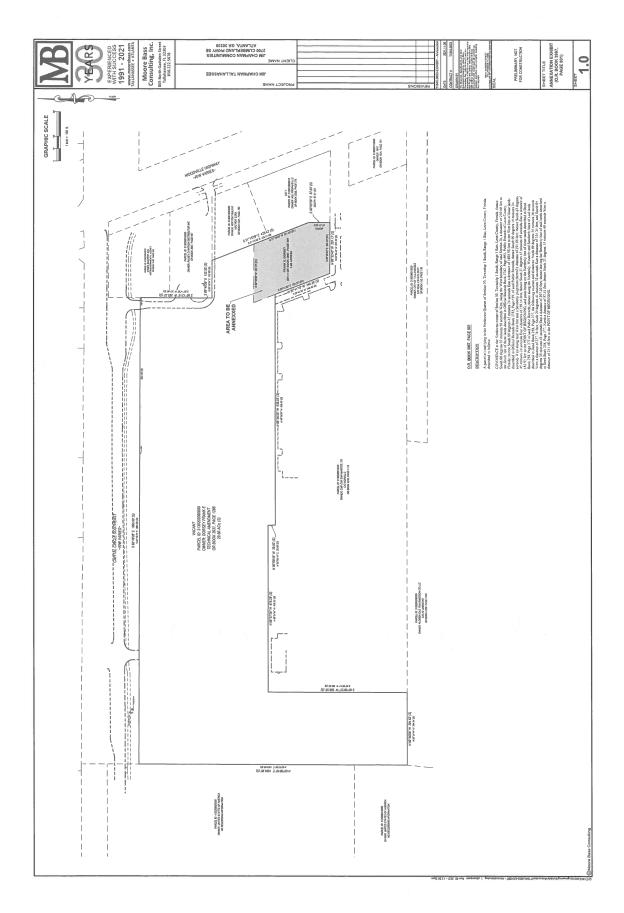
For more information on the requirements to be submitted or any further information about the process please contact Alex Thomas or Max Stout @ alex.thomas@talgov.com or max.stout@talgov.com.

Date:	November 8, 2021
Re:	Parcel ID or Parcel ID's:
	Portion of Parcel # 313020202080000 (1.68 acres)
	CONTROL OF

legally described on the attached Exhibit A, and shown on the sketch attached as Exhibit B, hereby request(s) the annexation of said property by the City of Tallahassee in accordance with Chapter 171, Florida Statues which authorizes the petitioning for voluntary annexation. Exhibits A and B are hereby incorporated by reference and made a part hereof.

The undersigned certify that he/she/they is/are the owners of the property described in the attached exhibits, and that all owners of the property have signed this petition. This petition and request shall be binding upon the owner(s), all successor owner of the subject property including the heirs, assigns, and devisees of the undersigned; and shall run with the land to any purchasers of the subject property.

PETITIONER(S):	
Signature:	Die Ou
Print Name	: Frank E. Dorsey
Address:	1535 Killearn Center Blvd, Ste-D3
	Tallahassee, FL 32309
Phone:	850-224-6800
Email	fedorsey@msn.com
address:	
Date:	November 9, 2021
State of: Florida	a
County of: Leon	-
•	
	\
Before me, this	day of November 2021,
personally, appeared Frank	(E. Dersey who executed the foregoing
Petition for Voluntary Annexati	on, and acknowledged before me that same was executed for
the purposes therein expressed	
Personally known: 1	; or
Produced identification:	
Type of identification produced	l <u>:</u>
Signature of Notary Public	Sothloon A Calson.
	Kathleen A Carlson
Printed name of Notary Public <u>:</u>	a refineed of Carison.
	The state of the s
	KATHLEEN A. CARLSON MY COMMISSION # GG 366860
	EXPIRES: December 12, 2023 Bonded Thru Notary Public Underwriters



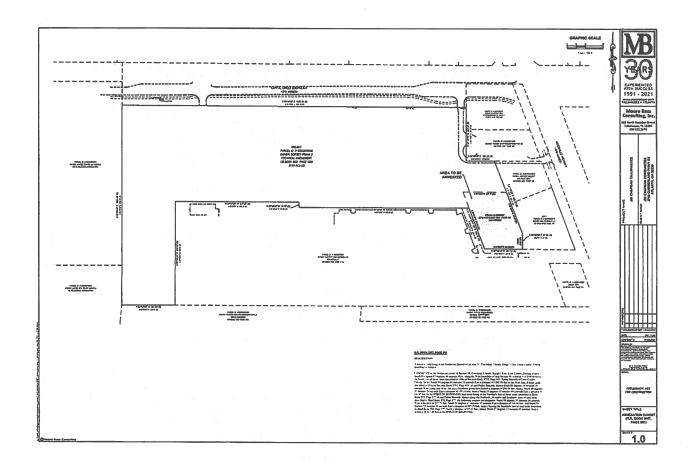
OR BK 3967 PG 903

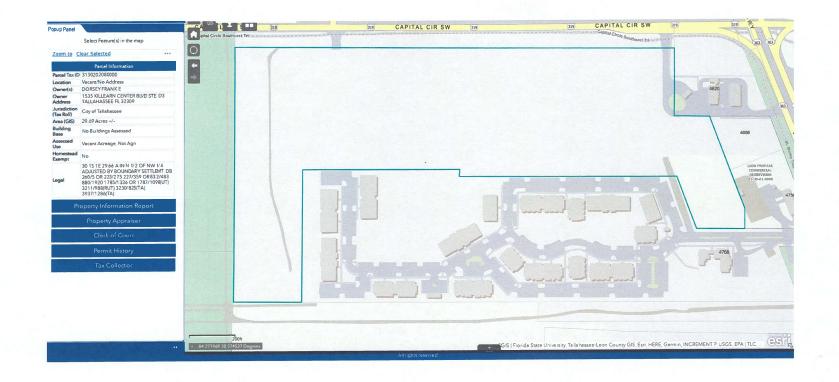
DESCRIPTION

A parcel of land lying in the Northwest Quarter of Section 30, Township 1 South, Range 1 East, Leon County, Florida, described as follows:

COMMENCE at the Northwest corner of Section 30, Township 1 South, Range 1 East, Leon County, Florida, thence South 00 degrees 07 minutes 56 seconds West, along the West boundary of said Section 30, a distance of 230,00 feet to the South line of those lands described in Official Records Book 3782, Page 693, Public Records of Leon County, Florida; thence South 89 degrees 45 minutes 24 seconds East a distance of 1895,98 feet to the West line of those lands described in Official Records Book 3782, Page 699, of said Public Records; thence South 00 degrees 14 minutes 36 seconds West along said West line and a Southerly projection thereof a distance of 291,86 feet; thence South 89 degrees 45 minutes 24 seconds East a distance of 159,14 feet; thence South 21 degrees 15 minutes 49 seconds East a distance of 183 93 feet to the POINT OF BEGINNING, said point being on the Northerly line of those lands described in Deed Book 258, Page 377 of said Public Records; thence along the Northerly, Westerly and Southerly lines of said lands described in Deed Book 258, Page 377, the following courses and distances: North 89 degrees 35 minutes 36 seconds West a distance of 237.76 feet; South 20 degrees 41 minutes 32 seconds East a distance of 334.34 feet; and South 89 degrees 35 minutes 43 seconds East a distance of 277.20 feet; thence leaving the Southerly line of said lands described in Deed Book 258, Page 377, North a distance of 87.51 feet; thence North 21 degrees 15 minutes 49 seconds West a distance of 241.48 feet to the POINT OF BEGINNING.







Leon County Property Appraiser

Home	Search	E-File	Exemptions	Downloads	Forms	FAQ	Genera	al Info	Address Chang	e About	Us	
			Parcel: 3130202						Property Use:	9900 - VACAN	T ACREA	GE, NOT AGRI
Additional Addresses Additional Owners		ae .	Owner: DORSEY FRANK E									
		Leon County Property Appraiser										
			The Tax Roll is compiled by the Legal Descriptions as recorded in the Public Records of Leon County. Location addresses are not used in the									
	- Commercial		preparation of the Tax Roll. They should not be used for title searches or preparation of legal documents. Parcel Information									
	- Residential											
-	- Sketch											
Мар			Parcel ID:			Tax Dist	rict: 1 - CITY	,				
Picto	metry		Owner(s):	DORSEY FRANK	E		Legal De	sc: 30 1S 1				
Quic	k Links					IN N 1/2 OF NW 1/4 ADJUSTED BY BOUNDARY SETTLEMT DB 260/5 OR 223/275 227/359 OR 832/483 880/1920 1785/1336						
Tax E	Estimator											
			-	1535 KILLEARN C TALLAHASSEE FI		STE D3		OR 178	7/1098(UT) 3211	988(RUT) 323	0/825(TA)	3937/1286(TA)
			Google Map				Parent Par	cel:				
			Location:					ige: 29.660				
				Location (Street) A by City Growth Ma					GE NOT AGRI			
				(option 4), and Co	-				AOANT AONEA	SE, NOT AGN		
			Sales Information									
				ale Date	Sale Price	e Book/Page Instrument Type Improved / Vacant						
			03/24/2009 \$255,5 09/05/2007 \$1						Vacant			
				06/2004	\$100 \$3,200,000			Quit Claim Warranty De	ed	Vacant Vacant		
				01/1994	\$2,246,000			Warranty De		Vacant		
			Certified Value Detail									
			Tax Year 2021	Land Value \$1,186,400	Improvemen	t Value \$0		rket Value 1,186,400	SOH Differen	tial Class	ified Use	Homestead 2021 - No
			Certified Taxab	le Values								
				king Authority				Rate	Market	Assessed	Exempt	Taxable
				on County				8.31440	\$1,186,400	\$1,186,400	\$0	\$1,186,400
				on County - Emerg	ency Medical S	ervice		0.50000	\$1,186,400	\$1,186,400	\$0	\$1,186,400
				hool - State Law hool - Local Board				3.62800	\$1,186,400	\$1,186,400	\$0	\$1,186,400
				nooi - Locai Board y of Tallahassee				2.24800 4.10000	\$1,186,400 \$1,186,400	\$1,186,400 \$1,186,400	\$0 \$0	\$1,186,400 \$1,186,400
				V FL Water Manag	ement			0.02940	\$1,186,400	\$1,186,400	\$0	\$1,186,400
			Quick Links - (I	Note: Clicking links	below will navi	gate away	from our wel	osite.)				
			County Links County Map Links Other Ma					her Map	<u>Links</u>			
			Leon County Tax Collector Permits Online (City / County) Property Info Sheet			Land Information (Contains FEMA, Zoning, Fire Hydrant, etc.) Flood Zone (FEMA) Zoning Map Fire Hydrant Map More TLCGIS Maps			Google Map Map			
Office H	ours m Monday - Fi	riday		ict Us			Mailing Ad			Site I	inks	
8am - F-				one: (850) 606-6								

Fax: (850) 606-6201
Email: admin@leonpa.org

Location

Google Map

Tallahassee, FL 32302-1750

FAQ

Forms

Ordinance No. 22-O-02

AN ORDINANCE OF THE CITY OF TALLAHASSEE, FLORIDA, AMENDING SECTION SIX OF THE CHARTER OF THE CITY OF TALLAHASSEE, TO ANNEX WITHIN THE CORPORATE AREA OF THE CITY OF TALLAHASSEE, FLORIDA, UPON ADOPTION OF SAID ORDINANCE, PROPERTY BEING SITUATED IN LEON COUNTY, FLORIDA, NEAR THE INTERSECTION OF WOODVILLE HIGHWAY AND CAPITAL CIRCLE SOUTHWEST, IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, there has been filed with the City of Tallahassee, Florida, a petition containing the names and signatures of all of the property owners in the area described hereinafter requesting annexation into the corporate area of the City of Tallahassee, Florida; and,

WHEREAS, it has been determined that the property described hereinafter is reasonably compact and contiguous to the corporate area of the City of Tallahassee, Florida, and it has further been determined that the annexation of said property will not result in the creation of any pocket or enclave; and,

FURTHER WHEREAS, the City of Tallahassee, Florida, is in a position to provide municipal services to the property described herein, and that the City Commission of the City of Tallahassee, Florida, deems it in the best interest of the City to accept said petition and to annex said property.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF TALLAHASSEE, FLORIDA:

Section 1. That the property described below, situated in Leon County, Florida, be and the same is hereby annexed to and made a part of the City of Tallahassee, Florida, pursuant to the voluntary annexation provisions of Section 171.044, Florida Statutes, to wit:

Parcel ID 3130202080000:

A parcel of land lying in the Northwest Quarter of Section 30, Township 1 South, Range 1 East, Leon County, Florida described as follows:

Commence at the Northwest corner of Section 30, Township 1 South, Rage 1 East, Leon County, Florida, thence South 00 degrees 07 minutes 56 seconds West, along the West boundary of said Section 30, a distance of 230.00 feet to the South line of those lands described in Official Records Book 3782, Page 693, Public Records of Leon County, Florida; thence South 89 degrees 45 minutes 24 seconds East a distance of 1895.98 feet to the West line of those lands described in Official Records Book 3782, Page 659 of said Public Records; thence South 00 degrees 14 minutes 36 seconds West along said West line and a Southerly projection thereof a distance of 291.86 feet; then South 89 degrees 45 minutes 24 seconds East a distance of 159.14 feet; thence South 21 degrees 15 minutes 49 seconds East a distance of 183.93 feet to the POINT OF BEGINNING, said

point being on the Northerly, Westerly and Southerly lines of said lands described in Deed Book 258, Page 377, the following courses and distances: North 89 degrees 35 minutes 36 seconds West a distance of 237.76 feet; South 20 degrees 41 minutes 32 seconds East a distance of 334.34 feet; and South 89 degrees 35 minutes 43 seconds East a distance of 207.20 feet; thence leaving the Southerly line of said lands described in Deed Book 258, Page 377, North a distance of 87.51 feet; thence North 21 degrees 15 minutes 49 seconds West a distance of 241.48 feet to the POINT OF BEGINNING.

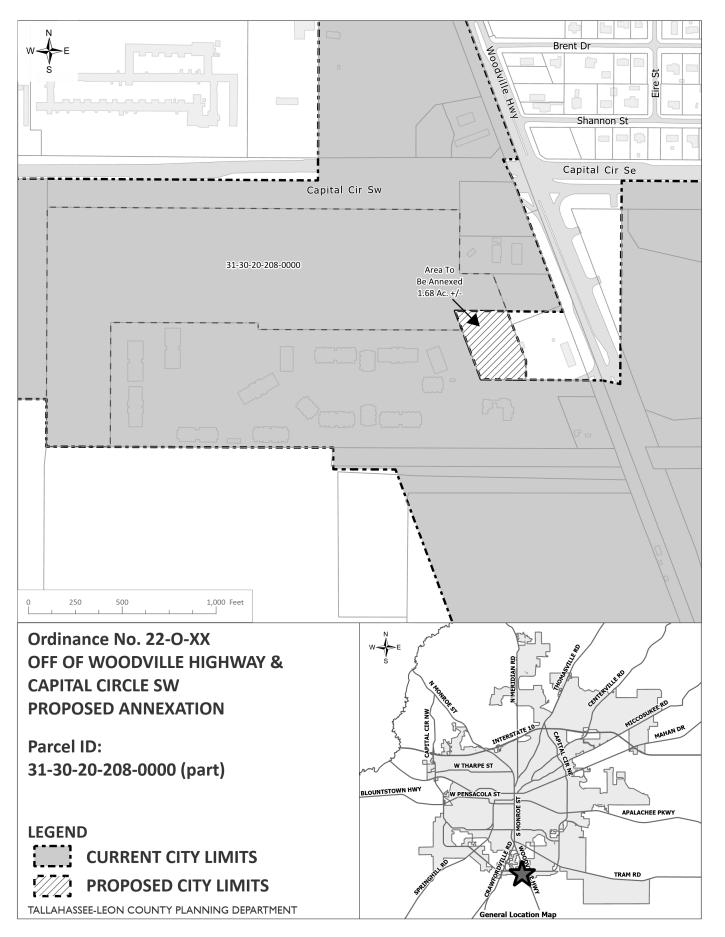
Section 2. That upon ordinance becoming effective, the property owners and any resident on the property described herein shall be entitled to all the rights and privileges and immunities as are from time to time granted to residents and property owners of the City of Tallahassee, Florida, as further provided in Chapter 171, Florida Statutes, and shall further be subject to the responsibilities of residence or ownership as may from time to time be determined by the governing authority of the City of Tallahassee, Florida, and the provisions of said Chapter 171, Florida Statutes.

Section 3. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to impair the validity, force, or effect of any other section or part of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict herewith be and the same are hereby revoked.

Section 5. That this ordinance shall become effective immediately upon its passage and adoption.

INTRODUCED in the City Commission of	n the 26 th day of January, 2022.	
PASSED by the City Commission on the _	day of	, 2022
	CITY OF TALLAHASSEE	
	By: John E. Dailey Mayor	
ATTEST:	APPROVED AS TO FORM:	
By:	By:	
James O. Cooke, IV City Treasurer-Clerk	Cassandra K. Jackson City Attorney	





MEMORANDUM

TO: Weldon Richardson, Senior Planner

Department of Development Support & Environmental Management

Leon County

THROUGH: Artie White, Planning Director,

Tallahassee-Leon County Planning Department

FROM: Oluwaseyi Akinrinde, Planner I, Tallahassee-Leon County Planning Department

DATE: December 27, 2021

SUBJECT: Consistency Review: Proposed Voluntary Annexation of Property on Capital Circle SW

Staff has reviewed the proposed annexation of property located on the south of Capital Circle SW and west of Woodville Highway for consistency with the Tallahassee-Leon County Comprehensive Plan.

The owner (Frank Dorsey) of the parcel (tax identification number 31-30-20-208-000-0) has applied to have a portion of the parcel (approximately 1.68 acres on the southeast corner) to be annexed by the City of Tallahassee. Tallahassee-Leon County Zoning and Land Use records indicate that the subject area currently has Commercial Parkway (CP) zoning and Suburban (SUB) land use designations. The CP district is intended to be located in areas designated Suburban on the future land use map of the comprehensive plan.

Staff finds the proposal consistent with the Comprehensive Plan, subject to the following provisions of Intergovernmental Coordination Element Policy 2.1.4 [I] being adequately met:

• The annexation shall be implemented in accordance with the requirements of Chapter 171, Florida Statutes, and as set forth in an Interlocal Agreement for Annexation Procedures to be entered into by and between Leon County and the City of Tallahassee as set forth in Policy 2.1.4[I].

The following additional information is related to the subject property:

- The subject area has Suburban land use and Commercial Parkway zoning designations. The City's CP zoning ordinance is similar to Leon County's CP zoning ordinance. Therefore, no rezoning to another category is necessary.
- The Commercial Parkway (CP) zoning district implements the Suburban (SUB) land use, allowing residential development at a maximum density of 16 dwelling units per acre. There is no minimum gross density for residential when developed with non-residential land uses. However, for all other residential developments, a minimum gross density of 6 dwelling units per acre shall be required unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.

Leon County Board of County Commissioners

Notes for Agenda Item #6

Leon County Board of County Commissioners

Agenda Item #6 February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Third Performance Agreement and Surety Device for Summerfield Phase I

Subdivision

Review and Approval:	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 Third Performance Agreement and Surety Device for Summerfield Phase I Subdivision, in accordance with Leon County land development regulations.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Third Performance Agreement and Surety Device for Summerfield

Phase I Subdivision and authorize the County Administrator to execute the

agreement and any future extensions thereto (Attachment #1).

Title: Third Performance Agreement and Surety Device for Summerfield Phase I Subdivision

February 8, 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 Third Performance Agreement and Surety Device for Summerfield Phase 1 Subdivision. Summerfield Phase 1 Subdivision is located in Section 5; Township 1 North; Range 1 West, on the west side of North Monroe Street at the intersection of Clara Kee Boulevard. The development consists of 17.94 acres containing 41 resident lots.

Summerfield Phase I Subdivision was originally approved by the Development Review Committee as a Type "A" site and development plan on June 20, 2019. On March 10, 2020, the Board approved the plat of Summerfield 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 \$649,048 to guarantee completion of the infrastructure. The developer requested a one-year extension of the Performance Agreement and Surety Device, which was approved by the Board on February 16, 2021. This Second Performance Agreement will terminate on February 16, 2022. The developer is requesting an additional one-year extension of the Performance Agreement 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. 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 Phases II – IV are completed, at which time Leon County may accept the subdivision and convert the Performance Agreement into 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 for Phase I in the reduced amount of \$79,744. The requested extension will allow the developer to complete the construction of remaining Phases. Public Works' Division of Engineering has inspected the site and reviewed the construction estimate for completion of the remaining infrastructure in Phase I 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 Third Performance Agreement and Surety Devices.

Title: Third Performance Agreement and Surety Device for Summerfield Phase I Subdivision February 8, 2022

Page 3

Options:

- 1. Accept the Third Performance Agreement and Surety Device for Summerfield Phase I Subdivision and authorize the County Administrator to execute the agreement and any future extensions thereto (Attachment #1).
- 2. Do not accept the Third Performance Agreement and Surety Device for Summerfield Phase I 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. Third Performance Agreement and Surety Device for Summerfield Phase I Subdivision
- 2. County Engineer Memorandum of Recommendation

THIRD PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this day of
, 2022, between SUMMERFIELD LAND, LLC., a Florida corporation, whose mailing
address is 4910 N. Monroe Street, 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 March 10, 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 **Summerfield Phase I Subdivision** which map or plat, recorded at the Leon County Official Plat Book 23, Page 66, 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 requested a one-year extension of the Performance Agreement to complete the construction of the infrastructure with a Letter of Credit as the Surety Device in the amount of \$649,048.00, which was approved by the Board of County Commissioners February 16, 2021; and

WHEREAS, the Developer entered into a Second Performance Agreement with the County which is set to expire February 16, 2022; 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 \$79,744.00, to cover the remaining construction and maintenance of the infrastructure of any work/repair to the initial base and asphalt, 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, 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 \$79,744.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install any work/repair to the initial base asphalt, 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, and all other improvements in **Summerfield Phase I 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 \$79,744.00 with surety thereon approved by the County.

IN WITNESS WHEREOF, SUMMERFIELD LAND, 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.

1 -	DEVELOPER:
(Witnesses)	SUMMERFIELD LAND, LLC.
(signature)	By: We (seal)
Christian Griffith (typed or printed name)	As its: Manager
Youlow Thurs (signature)	Date: 14 January 2022
Gordon Thames II (typed or printed name)	
STATE OF FLORIDA	
COUNTY OF <u>LEON</u>	
The foregoing instrument was acknowledged before as (Title of Officer or Agreement) to me; () produced	ent), of Summerfield Land, LLC, who (is
NOTA	ARY PUBLIC
KRISTINA CARLSON MY COMMISSION # HH 035458 EXPIRES: August 24, 2024 Bonded Thru Notary Public Underwriters Typed or Pri Commission	nted Name Kristina Carlson Number H H 035458

Page 2 of 3 Summerfield Phase I Third Performance Agreement

My Commission expires 8/24

LEON COUNTY, FLORIDA

By:_ V	incent 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
Bv:	By:

Hancock Whitney Bank



Letter of Credit and Trade Services 701Poydras, Suite 1400 New Orleans, LA 70139 Tel: (504) 586-7301 Fax: SWIFT: WHITUS44

Irrevocable Standby Letter of Credit No. SB76674F

Amendment no. 2 Dated January 14, 2022

Beneficiary:
BOARD OF COUNTY COMMISSIONERS
LEON COUNTY
LEON COUNTY COURTHOUSE
TALLAHASSEE, FL 32301 United States

Applicant:
ARBOR PROPERTIES INC. AND
SUMMERFIELD LAND LLC
4910 N MONROE STREET
TALLAHASSEE, FL 32303 United States

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

Expiry date has been amended to January 15, 2023

The amount of the Standby Letter of Credit is decreased by: USD 569,304.00 to USD 79,744.00

Your consent to this amendment is required. Please immediately forward such written consent to Hancock Whitney Bank, Letter of Credit and Trade Services, 701 Poydras, Suite 1400, New Orleans, LA 70139 quoting our reference number.

Regards,

Authorized Signature(s)

SB76674F

Page 1 of 1

DATE: January 14, 2022

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

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

SUBJECT: Summerfield Phase I Subdivision Third Performance Agreement and

Surety Device

I have reviewed the stage of completion of the infrastructure in the Summerfield Phase I 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 \$79,744.00.

Cc: Emily Pepin., Assistant County Attorney

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Leon County Board of County Commissioners

Notes for Agenda Item #7

Leon County Board of County Commissioners

Agenda Item #7 February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: EMS Billing Services Contract

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Chad Abrams, Chief, Emergency Medical Services Timothy Carlson, Financial Compliance Manager Shelly Kelley, Director, Division of Purchasing

Statement of Issue:

This item seeks Board approval to utilize cooperative purchasing (piggybacking) to enter into the Ambulance Billing Services Contract with Digitech Computer LLC., in the amount of 3.95% of net collected revenue, which is estimated to equal approximately \$480,000 annually.

Fiscal Impact:

This item has a fiscal impact. This item has been budgeted and adequate funding is available in the EMS operating budget. The new contact will cost approximately \$20,000 less annually then the current contract.

Staff Recommendation:

Option #1: Approve entering into the Ambulance Billing Services Contract with Digitech

Computer LLC utilizing cooperative purchasing from Arlington County, Virginia Agreement No. 20-071, and authorize the County Administrator to execute the

Agreement (Attachment #1).

Title: EMS Billing Services Contract

February 8, 2022

Page 2

Report and Discussion

Background:

This item seeks Board approval to utilize cooperative purchasing (piggybacking) to enter into the Ambulance Billing Services contract with Digitech Computer LLC in the amount of 3.95% of net collected revenue, which is estimated to equal approximately \$480,000 annually. The current contract expires February 28, 2022. As required by Purchasing Policy No. 96-1, the utilization of cooperative purchasing agreements must be authorized by the Board when the value exceeds \$250,000.

Ambulance billing vendors are used by EMS agencies as an industry standard to manage multiple and complex EMS billing systems. They are designed to assist EMS agencies that seek to outsource the sometimes complicated, time-consuming and costly tasks associated with medical billing. Digitech Computer LLC currently handles ambulance billing for Leon County EMS after its recent merger with R1 RCM Inc. R1 RCM previously acquired Intermedix, who was awarded the current ambulance billing services contract in 2017.

Analysis:

Pursuant to Purchasing Policy No. 96-1, Section 5.12, the County may take advantage of cooperative purchasing agreements when it is the best interest of the County as determined by the awards threshold authorized in the Policy. Board approval is required to enter into an agreement with Digitech Computer LLC for ambulance billing services to ensure continuity of services.

The County has contracted with a billing vendor since starting EMS services in 2004. Utilizing an EMS billing vendor has several advantages because of the scale of their activities in billing much higher volumes of claims for multiple jurisdictions. This results in EMS billing vendors being experts in complex EMS billing regulations and having robust compliance programs, specialized billing data systems, and customer care centers all while providing the services at a significantly lower fee than what it would cost the County to provide the services directly.

These services can be acquired through a contract competitively bid by Arlington County Virginia Agreement No. 20-071 RFP (Exhibit A, Attachment #1). The Arlington County solicitation contains cooperative purchasing language, allowing the County to utilize this contract. The terms of the Arlington Agreement allow the County to receive billing services from Digitech at a cost comparable to the current agreement executed in 2017. The County would pay 3.95% of net ambulance transport revenue collected, estimated at \$480,000 annually. EMS and the Purchasing Division recommend this as the most cost-effective way to purchase the billing services and will provide the least amount interruption for citizens.

Pursuant to the Leon County Purchasing Policy No. 96-1, when utilizing cooperative purchasing, the County, whenever practicable, will encourage vendors to seek out and utilize certified minority, women-owned, and small business enterprises, when available. The MWSBE Division had determined that there are not any certified MWSBE vendors who provide these medical billing services and there are currently no subcontracting opportunities. However, the draft agreement

Title: EMS Billing Services Contract

February 8, 2022

Page 3

(Attachment #1) contains a clause that encourages vendors to utilize MWBE vendors whenever possible.

Upon Board approval, the Agreement will be executed to establish a start date of March 1, 2022, with the potential to renew this Agreement for up to two (2) one-year terms, following the initial 14-month term. The length of terms were established as part of the piggyback contract being utilized.

Options:

- 1. Approve entering into the Ambulance Billing Services Contract with Digitech Computer LLC utilizing cooperative purchasing from Arlington County, Virginia Agreement No. 20-071, and authorize the County Administrator to execute the Agreement (Attachment #1).
- 2. Do not approve entering into the Ambulance Billing Services Contract with Digitech Computer LLC utilizing cooperative purchasing from Arlington County, Virginia Agreement No. 20-071.
- 3. Board direction.

Recommendation:

Option #1

Attachment:

1. Draft Digitech Computer LLC. Ambulance Billing Services Contract

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 **DIGITECH COMPUTER LLC** 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").

Recitals

WHEREAS, Arlington County, Virginia ("Arlington County") issued solicitation No. 20-071-RFP seeking a vendor to provide ambulance billing services. Arlington County's Contract was competitively procured. Arlington County awarded a contract under its solicitation to Digitech Computer LLC and entered into an agreement with Digitech Computer LLC dated May 1, 2020. Solicitation No. 20-071-RFP extends the pricing and terms and conditions of the resultant contract to public entities, including the County; and

WHEREAS, the County desires to obtain ambulance billing services, and the County has determined the best method to procure these services is through cooperative purchasing utilizing the agreement solicited by Arlington County; and

WHEREAS, the Parties have agreed to enter into this Agreement pursuant to the applicable terms of Arlington County's solicitation and agreement, and other such terms as the Parties have negotiated herein, for the provision of services.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A Arlington County, Virginia Agreement #20-071-RFP

Exhibit B Leon County Supplemental Provisions

Exhibit C Arlington County, Virginia Request for Proposals No. 20-071-RFP

2. <u>SERVICES TO BE PROVIDED</u>

The Contractor agrees to provide its services to the County to perform the following services as described in: 1) The Scope of Services Exhibit of Exhibit A; and 2) 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.

3. WORK

Contractor understands that no amount of Work is guaranteed to it nor is the County under any obligation to utilize the services of the Contractor in those instances where the Work to be performed can be done by County personnel or under separate contract. Any Work to be performed shall be upon the written request of the County Administrator or his designee, which request shall set forth the commencement date of such Work and the time within which such Work shall be completed.

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

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.

4. TERM

The initial term of this Agreement shall commence on March 1, 2022 and shall continue until April 30, 2023. After the initial term, at the sole option of the County, this Agreement may be renewed for no more than two (2) additional one (1) year periods. Renewal of this Agreement is subject to Arlington County exercising its option to a renewal term and shall be subject to the same expiration date as the Arlington County, Virginia Agreement #20-071-RFP.

5. TIME OF THE ESSENCE

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.

6. 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 in an amount of **3.95%** of Net Collected Revenue.

7. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for Work.

8. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

A. The County Project Manager is:

Name: Tim Carlson, Leon County EMS

Street Address: 911 Easterwood Drive City, State, Zip Code: Tallahassee, FL 32311

Telephone:

E-mail: Carlsont@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: Mark Schiowitz, President & CEO Street Address: 480 Bedford Road, Bldg. 600, 2nd Floor

City, State, Zip Code: Chappaqua, NY 10514

Telephone:

E-mail:

contracts@digitechcomputer.com

D. Invoices are to be submitted to:

Name: Tim Carlson, Leon County EMS

Street Address: 911 Easterwood Drive City, State, Zip Code: Tallahassee, FL 32311

Telephone:

E-mail: Carlsont@leoncountyfl.gov

E. Proper form for an invoice is:

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; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice, and it shall be of no force and effect.

9. DISPUTES/REMEDIES

- 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 Leon County Policy 96-1, as amended.
- 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.

10. STATUS

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

11. 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.

- 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) Professional Liability Insurance, including errors and omissions: for all Work performed under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
 - 5) 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.
- B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, 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. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

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

12. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

13. 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).

14. 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 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 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.

15. 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.

16. 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. Performance 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.

17. 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.

18. 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: KELLEYS@LEONCOUNTYFL.GOV

19. 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.

20. 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.

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. Contractor and its affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for termination of this Agreement by the County.

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.
 - 1) 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. NON-WAIVER

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

25. DELAY

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

26. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of 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. 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 B
- 3. Exhibit A
- Exhibit C

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 C	OUNTY, FLORIDA	DIGITECH COMPUTERS, LLC	
Ву:		Ву:	
	Vincent S. Long		
	County Administrator	Printed	
		Name	
Date:		Title:	
		Date:	
ATTEST			
	olyn Marshall Knight, Clerk of the Court &		
Compti	roller, Leon County, Florida		
BY:			
DATE:		_	
APPRO	VED AS TO LEGAL SUFFICIENCY:		
	H. O'Steen, County Attorney		
Leon Co	ounty Attorney's Office		
D			
Ву:		-	
Date:			
		= -	

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

DIGITECH COMPUTER LLC <u>DATE ISSUED</u>: MAY 1, 2020

480 BEDFORD ROAD CONTRACT NO: 20-071-RFP

BUILDING 600, 2ND FLOOR

AMBULANCE BILLING SERVICES FOR ROUTINE

CHAPPAQUA, NY 10514 BILLING, FOLLOW-UP NOTICE TO CUSTOMERS OF

ARLINGTON COUNTY FIRE DEPARTMENT, AND CLAIM

SUBMISSIONS TO MEDICAID, MEDICARE AND

CONTRACT TITE: INSURANCE COMPANIES

THIS IS A NOTICE OF A CONTRACT AWARD AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-071-RFP including any attachments or amendments thereto.

EFFECTIVE DATE: MAY 1, 2020 EXPIRES: APRIL 30, 2021

RENEWALS: FOUR (4) ADDITIONAL 12-MONTH PERIODS FROM MAY 1, 2021 TO APRIL 30, 2025

COMMODITY CODE(S): 20810, 94812

LIVING WAGE: N

PROFFESSIONAL SERVICES: N

ATTACHMENTS:

AGREEMENT NO. 20-071-RFP

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: MARK SCHIOWITZ VENDOR TEL. NO.: (914) 741-1919 EXT. 222

EMAIL ADDRESS: RFI@DIGITECHCOMPUTER.COM

COUNTY CONTACT: JOHNETTE HILL COUNTY TEL. NO.: (703) 228-4659

EMAIL ADDRESS: JHILL@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Francine Morris Title: Procurement Officer Date: 5/1/2020

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VA 22201

AGREEMENT NO. 20-071-RFP

THIS AGREEMENT is made, on the date of execution by the County, between **Digitech Computer LLC**, 480 Bedford Road, building 600, 2nd Floor Chappaqua, NY 10514 ("Contractor"), a Delaware Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement

Exhibit A – Scope of Work

Exhibit B - Contract Pricing

Exhibit C – Business Associate Agreement

Exhibit D – County Nondisclosure and Data Security Agreement (Contractor)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide ambulance billing services for routine billing, follow-up notice to customers of Arlington County Fire Department, and claim submissions to Medicaid, Medicare and insurance companies. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

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4. CONTRACT TERM

Time is of the essence. The Work will commence on May 1, 2020 and must be completed no later than April 30, 2021 ("Initial Contract Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize continuation of the Agreement under the same contract prices for not more than four (4) additional 12-month periods, from May 1, 2021 to April 30, 2025 (each a "Subsequent Contract Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".

5. CONTRACT AMOUNT

The County will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section ("Contract Amount").

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

The County will pay the Contractor monthly according to the provisions of this section. By the tenth day of each month, the Contractor will submit to the Project Officer an invoice describing the total work done during the preceding month, broken out by task. The Project Officer will either approve the invoice or require corrections. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor within 45 days after receipt of an approved invoice.

The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

8. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts

withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

9. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

10. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

11. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through those contract(s).

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County

Page | 3 Contract 20-071-RFP in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

14. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

15. <u>EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED</u>

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a

P a g e | **4** Contract 20-071-RFP statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

17. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

18. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 30 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

Page | 5 Contract 20-071-RFP In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. <u>Termination for Breach or Default</u>. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

19. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

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20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created specifically for this Contract (as opposed to general improvements in Contractor's work product for the benefit of many customers). This provision excludes changes to Contractor's software and processes. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

22. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project

Page | **7** Contract 20-071-RFP Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

23. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) County's Non-Disclosure and Data Security Agreement. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) <u>Use of Data</u>. The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) <u>Data Protection</u>. The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

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- (d) <u>Security Requirements</u>. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) <u>Conclusion of Contract</u>. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) <u>Notification of Security Incidents</u>. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) <u>Subcontractors</u>. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

24. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

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26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

27. <u>AUTHORITY TO TRANSACT BUSINESS</u>

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

31. AUDIT

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

P a g e | **10** Contract 20-071-RFP The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

32. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

33. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

35. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

36. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

37. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

38. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

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39. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

40. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

41. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

42. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

43. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

44. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

45. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; (c) deposited in the United States mail, postage prepaid, certified or registered, and with a copy by email and addressed as follows:

TO THE CONTRACTOR:

Mark Schiowitz, President and CEO Digitech Computer LLC 480 Bedford Rd, Building 600, 2nd Floor Chappagua, NY 10514

Phone: (914) 741-1919 ext. 222 Email: rfi@digitechcomputer.com

TO THE COUNTY:

Johnette Hill, Project Officer Arlington County Government 2100 Clarendon Boulevard Arlington, Virginia 22201 Phone: (703) 228-4659

Email: jhill@arlingtonva.us

<u>AND</u>

Francine Morris, Procurement Officer Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500 Arlington, Virginia 22201

Phone: (703) 228-7199 Email: fmorris@arlingtonva.us

46. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

47. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. HIPAA COMPLIANCE

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Exhibit C). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act ("HITECH"), § 13401, the Contractor must also enter into an agreement with any subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

49. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

50. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. <u>Access to Programs, Services and Facilities</u>: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. <u>Effective Communication</u>: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. <u>Modifications to Policies and Procedures</u>: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. <u>No Extra Charges</u>: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

51. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. <u>Workers Compensation</u> Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. <u>Commercial General Liability</u> \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit

P a g e | **14** Contract 20-071-RFP must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.

- c. <u>Business Automobile Liability</u> \$1,000,000 combined single-limit (owned, non-owned and hired).
- a. <u>Additional Insured</u> The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- b. <u>Cancellation</u> If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- c. <u>Claims-Made Coverage</u> Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- d. Contract Identification All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

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52. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart. WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

COUNTY, VIRGINIA

AUTHORIZED

SIGNATURE:

AUTHORIZED

AUTHORIZED

AUTHORIZED

SIGNATURE:

NAME: Francia I Jarris NAME: MOUK SCHIOLOITE
TITLE: Procurement Office MITLE: President & CEO

ATE: 05/01/2020 DATE: 05/01/2020

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EXHIBIT A - SCOPE OF SERVICES

The Contractor will provide all ambulance billing and accounts receivables (AR) follow-up services for Arlington County Fire Department (ACFD). The initial term ("Initial Contract Term") of this Agreement will include: (i) a pre-go-live implementation period from May 1, 2020 to a Go-Live date of June 30, 2020, which period may be extended upon agreement of the parties; and (ii) a claim processing period commencing with the Go-Live Date.

OVERVIEW OF SERVICES

- **A.** The Contractor shall provide a complete written policy and procedure manual that outlines how it will handle ambulance billing and accounts receivable AR follow-up for the ACFD and incorporates all specific requests and requirements of ACFD. The vendor will provide the policy and procedure manual three (3) months after contract start date.
- **B.** The Contractor shall ensure compliance with HIPAA regulations and remain current with Medicare guidelines and ambulance billing regulations. All information-processing practices must meet applicable HIPAA standards. The Contractor shall provide documentation of HIPAA compliance throughout the entire contract term.
- C. The Contractor shall comply with all federal and state laws, specifically including those regulations pertaining to the collection of debts (including Title VII of the Consumer Credit Protection Act) and all regulations pertaining to Medicare, Medicaid, and release of information contained in reports.
- **D.** The Contractor shall provide full access for ACFD employees to the systems used by the Contractor for billing and follow-up. ACFD employees will be able to log in, view the entire system, enter notes and print invoices. Billing systems should show patient demographics, charges, billing/account notes by Contractor and designated County employees, statements, and any other information used to invoice patient accounts.
- E. The Contractor shall utilize the same Emergency Medical Services (EMS) reporting software (ImageTrend Elite ePCR System) as ACFD and maintain the ability to download the necessary NEMSIS files for billing.
- **F.** The Contractor shall handle all Medicare/Medicaid renewals and revalidations for ACFD. Signatures will be provided by ACFD.
- **G.** The Contractor shall download Electronic Patient Care Reporting (ePCR) files daily from EMS Reporting Software and review information on each ePCR for accuracy and to make sure it is complete.
- **H.** The Contractor shall appoint a dedicated team of people assigned to ACFD to handle requests, questions, or needs as they arise.
- 1. The Contractor shall notify the County's Ambulance Billing Liaison within 24 hours of any technical issues or outages including, but not limited to system, e-mail, or phone, that may cause a delay in meeting contract requirements or cause an increase in patient inquiries to ACFD.

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- J. The Contractor shall accept electronic payments (via credit card, debit card, or electronic check) on behalf of ACFD at no additional cost to the County.
 - The Contractor shall develop a plan to handle the transition from the existing contract to the new contract and a plan to handle the transition to a different contract if the need should arise in the future. A smooth continuation of billing and collection service must be provided so that the County can deliver uninterrupted, efficient service to its customers. The implementation of this Agreement begins with the Contractor providing the New Client Check List, as described in the Contractor's response to the RFP. If the Contractor in the future transitions the services to a new vendor, the Contractor will continue to process claims for which it is responsible for a period 90 days.

AMBULANCE BILLING AND ACCOUNTS RECEIVABLE FOLLOW-UP

The Contractor shall notify ACFD of any incomplete ePCR's received within seven days of receipt. The Contractor shall use the hospital interface to verify patient demographics (if applicable). The Contractor shall process claims within 30 calendar days of receiving the ePCR record from ImageTrend Elite.

MEDICARE/MEDICAID

If the customer is eligible for Medicare and Medicaid, the Contractor shall obtain from the customer or responsible party information and signatures necessary to file a claim with the current Medicare provider. It is best practice for the County's crew members to make a reasonable effort to obtain signatures at time of transport. If they cannot, the Contractor will complete a signature appeal. The Contractor shall file a claim with Medicare first, because Medicare is primary. After receipt of the Medicare payment, the Contractor shall file the remaining claim balance with Medicaid. If the customer information is incomplete, the Contractor shall attempt to obtain the necessary information with at least one follow-up notice or phone call to the customer. If the customer's Medicare and Medicaid claim is wholly rejected, the Contractor shall bill the customer directly for the outstanding balance where allowed.

PRIVATE INSURANCE ACCOUNT CATEGORY

If the customer is eligible for third-party private insurance, the Contractor shall obtain from the customer or responsible party the information and signatures necessary to file a claim with the private insurance company on behalf of the customer.

If the customer information is incomplete, the Contractor shall attempt to obtain the necessary information with at least one follow-up notice or phone call. If the customer's private insurance claim is wholly rejected; the Contractor shall bill the customer directly for the outstanding balance.

SELF-PAY ACCOUNT CATEGORY

The customer should send in payment after the first bill is sent. If there is no response or payment is not in full, the Contractor shall continue to bill the customer or responsible party for the outstanding balance. The customer billing cycle is described at the end of this section.

UNDELIVERABLE BILLS CATEGORY

If the bill is returned to the Contractor as undeliverable by Post Office, the Contractor shall correct the address and repeat the initial billing cycle. If no correction is possible the account must be categorized as an "undeliverable" account and returned to ACFD.

WAIVED CHARGE CATEGORY (Hardship Policy)

If the bill is returned to the Contractor with a request for a waiver of the charge, the Contractor shall forward the waiver request to ACFD for disposition. The Contractor shall send no further bills to the customer until ACFD has responded to the Contractor on the disposition of the waiver request. If the waiver is approved, the account shall remain in the waived charge category; if the waiver is not approved, the account shall fall back into the appropriate billable category.

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INVOICE REQUIREMENTS

The Contractor shall design, print, and send appropriate billing statements, notices and/or letters to customers or responsible parties for the ambulance services provided by ACFD. The Contractor shall make it plain on the <u>outside</u> of the envelope that the billing is coming from ACFD. The Contractor may include its name on the invoice. The invoice will have the County's name and logo on them.

The form and content of all billing statements, notices, and or letters must be approved in advance by ACFD. All notices must indicate the contractual relationship between the Contractor and ACFD. The bills mailed by the Contractor shall include return envelopes coded to a lockbox address established by ACFD. The Contractor shall instruct the customer or responsible party to make check payable to Arlington County Fire Department Ambulance Services and to mail the check in the return envelope provided with the bill.

PATIENT ACCOUNT SERVICES

The Contractor shall establish procedures for receiving payments and correspondence. The Contractor shall provide a number for customers and insurance companies and web-based account access for customers.

POSTING OF ACCOUNT PAYMENTS

The Contractor shall mail daily receipts of any cash or non-cash items it receives directly to the Arlington County Fire Department, Ambulance Service lockbox.

The Contractor shall access the ACFD lockbox image browser via the internet website. The Contractor will be given a user name and password and will be able to access copies of checks and documents mailed into the lockbox. The Contractor will need to access the lockbox image browser by 10:00 a.m. each day to obtain the day's work. Payments should be posted from the imaged checks and documents available on the browser. The Contractor will be able to print the documents or post payments from document images on the screen. To ensure that the payments are not posted twice, the Contractor may only update the account(s) based on the lockbox data.

ACCOUNT RECALL PROVISION

Upon receipt of a notice from ACFD, the Contractor shall immediately suspend any billing and/or collection effort on an account. ACFD may recall any account from the contract at no cost to the County.

CUSTOMER SERVICE

The Contractor shall respond in a timely manner to all inquiries and complaints that address any aspect of the routine billing services, such as: account information, fees, insurance, payment plans, collection methods, dissatisfaction with services, etc.

REFUNDS

The Contractor shall issue all refund checks to patients, Medicare, Medicaid and private insurance companies in the event of overpayment for a transport. The Contractor shall submit a monthly request for reimbursement to the ACFD. The request for reimbursement shall include a detailed list of all refunds. The list shall include each patient name, address, date of transport and transport number. Ok.

MANAGEMENT REPORTS

The Contractor shall deliver to ACFD by the 10th of each month a management report with a summary of all work completed during the previous month and a cumulative summary of work for the year. The reports shall include at a minimum the following information:

Summary Billing Report: total number of transports received by the Contractor, total number and value of all active accounts, total number and value of accounts billed, total number and value of accounts received, total number and value of closed paid in full accounts, and total number and value of accounts returned to ACFD as uncollectible. The Summary Billing Report should also include the same information sorted into resident and non-resident accounts.

Insurance and Self Pay Report: total number and value of active accounts, total number and value of accounts billed, total number and value of accounts received, total number and value of accounts closed as paid in fund total number and value of accounts returned as uncollectible and reasons

P a g e | **19** Contract 20-071-RFP Undeliverable Bill Report: total number and value of returned bills, including a list of each account for which a bill was returned.

Closed Accounts: name, tracking number, amount billed, amount collected, and the reason for any amount not collected for each closed account.

The County may also request custom reports from time to time. The contractor shall respond within one business day. The Contractor will send ACFD an accounting package after the close of the month within ten days, as part of the implementation process. The Contractor will produce reports and send via email if requested by the department. ACFD will have access to the system 24/7 and will be able to produce reports as needed. The Contractor will spend as much time, and training as needed.

BILLING REQUIREMENTS

The Contractor shall bill insurance or patient within 7-10 business days of receiving the ePCR. The Contractor shall then send out invoices to uninsured patients at 30-day intervals after the initial billing.

The Contractor shall, for bills that are outstanding or partially paid after 30 days, send a second bill to the customer or responsible party. For accounts with returned insurance claims, the Contractor shall file a claim with the appropriate provider within five (5) working days.

The Contractor shall, for bills that are outstanding or partially paid after 60 days, send a third and final bill to the customer or responsible party. For accounts that have been wholly or partially rejected by the insurance provider at the end of 60 days, the Contractor shall notify the customer and bill the customer for the outstanding balance.

The Contractor shall send out paper invoices once per week and electronic billing files daily.

The Contractor shall check the status of insurance claims at 30-day intervals via insurance websites or phone calls and resubmit claims/appeal as needed. The Contractor shall contact uninsured patients via phone calls if no response is received after 60 days.

The Contractor shall have a clear plan that they follow to locate patients with bad addresses. They should also utilize skip tracing software or other comparable method and/or contact patients via phone calls to obtain updated address information when mail is returned.

The Contractor shall work diligently to send out accurate claims and exhaust all efforts to follow up within 180 days from first invoice date before turning accounts over to collections.

AMBULANCE REVENUE AND TRANSPORT RECONCILIATION

- **A.** The Contractor shall post all payments received in the bank lockbox to corresponding accounts in its system, whether those accounts are still in-house or have been turned over to collections.
- B. The Contractor shall provide ACFD with a monthly revenue reconciliation / balancing report that accounts for all payments received within the month and shows they have been posted to patient accounts. This report should reflect that amount of revenue received and amount of revenue posted match.

The Contractor shall submit detailed monthly management fee invoices that clearly reflect the revenue collected for the month and carve out any revenue that is received for delinquent accounts that have been turned over to collections and use coding to separate this revenue and subtract it from the revenue claimed on the monthly management fee invoice (invoice should clearly reflect this). Also, the Contractor must include collection and aging reports that support these numbers. The Contractor will reclass procedure codes sent to collections to a carrier ("COLLECTIONS") and shall post cash to those procedure codes and carrier. Cash posted to the collections carrier will be backed out of the cash collected by the Contractor when calculating the Contractor's fee.

C. The Contractor shall correct any errors and/or inconsistencies on reports or invoices within five business days of receiving notification from ACFD.

P a g e | **20** Contract 20-071-RFP **D.** The Contractor will set-up a "B" system, which will house claim data from the prior vendor. The County will be able to use this system to review claims processed by the incumbent vendor, print invoices where necessary and post cash. To set up a "B" system, the Contractor will need an electronic dump from the incumbent and a data dictionary.



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EXHIBIT B

CONTRACT PRICING

The Contractor shall receive a fee of **3.95%** of Net Collected Revenue. The assumptions for this fee are as follows:

- All billing, collection, and transport data provided by the County in its RFP is accurate and it is understood by both parties that Digitech has relied on Arlington data for pricing purposes.
- Arlington County will provide reasonably complete demographic information as part of its Patient Care Reports and it is understood that Arlington staff will make best efforts to provide insurance information, social security numbers, and other demographic information.
- Arlington County will provide remittance information within 24 hours of receiving it.

Digitech's fee cover all services included in Exhibit A – Scope of Work.



EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between Digitech Computer LLC (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.

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- b) <u>Breach</u>. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.
- c <u>Business Associate</u>. "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) <u>Covered Entity</u>. "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) <u>Data Aggregation</u>. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) <u>Designated Record Set</u>. "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) <u>Discovery</u>. "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) <u>Electronic Protected Health Information</u>. "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) <u>HIPAA.</u> "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) <u>HITECH Act</u>. "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) <u>Individual</u>. "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

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- I) <u>Protected Health Information</u>. "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.
- m) <u>Remuneration</u>. "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) Required By Law. "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) <u>Secretary</u>. "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) <u>Security Incident</u>. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) <u>Underlying Agreement</u>. "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) <u>Unsecured Protected Health Information</u>. "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) Obligations and Activities of Business Associate

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

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- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

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- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written preapproval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

- The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
- 2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
- 3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
- 4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
- 5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and

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- 6. Contact information for Business Associate's representatives knowledgeable about the Breach.
- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
 - 1. Disclosure is Required by Law;
 - Business Associate obtains reasonable assurances from the person to whom the PHI is
 disclosed that the PHI will remain confidential, and will be used or further disclosed only
 as Required By Law or for the purpose for which it was disclosed, and the person agrees
 to promptly notify Business Associate of any known breaches of the PHI's confidentiality;
 or
 - 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

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- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
 - Provide an opportunity for Business Associate to cure the breach or end the violation, and
 if Business Associate does not cure the Breach or end the violation within a reasonable
 time specified by Covered Entity, terminate this Business Associate Agreement;
 - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify

Page | **29** Contract 20-071-RFP Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first class mail, postage prepaid at:
 - (1) Marcy Foster,Arlington County Privacy Officer2100 Clarendon Blvd., Suite 511Arlington, Virginia 22201
 - (2) Stephen MacIsaacCounty Attorney2100 Clarendon Blvd., Suite 511Arlington, Virginia 22201
 - (3) Johnette, HilllProject Officer2100 Clarendon Blvd.Arlington, Virginia 22201

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

ATTN: Mark Schiowitz, President and CEO 480 Bedford Rd, Building 600, 2 Floor Chappaqua, NY 10514

Email: rfi@digitechcomputer.com

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- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.

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- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.

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- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia		Business Associate	
Ву:	Marujtoster	Ву:	Milled
	(Signature)		(Signature)
Name:	MARCY FUSTER	Name:	Mark Schiowitz
Title:	County Privacy Officer	Title:	Dresident \$ (80
Date:	5/4/2020	Date:	05/01/2020

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EXHIBIT D

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of **Digitech Computer LLC** ("Contractor"), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 20-071-RFP (the "Project" or "Main Agreement") or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as "County Information" or "Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

P a g e | **34** Contract 20-071-RFP Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will onsure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:

Printed Name and Title: Mark Schiowitz, President & CEO

05/01/2020 Date:

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EXHIBIT B – LEON COUNTY SUPPLEMENTAL SPECIFICATIONS

- A. <u>NPP.</u> The Contractor shall forward an invoice and the County Notice of Privacy Practices (NPP) to each patient transported by the County upon receipt of adequate information necessary to mail such documents.
- B. <u>Billing Compliance Audit.</u> An annual billing compliance audit shall be conducted by a reputable third-party vendor that is experienced in emergency medical services billing, compliance, and auditing. The auditor shall be selected by, and paid for by, the Contractor, and the auditor shall be approved by the County prior to services being rendered.
- C. <u>Refunds.</u> The County will timely process refunds identified by the Contractor for account overpayment and provide confirmation to the Contractor.
- D. <u>Business Associates Agreement.</u> The Contractor shall execute a Business Associate Agreement with the County prior to the execution of this Agreement.
- E. Minority, Women, Small Business (MWSBE) Enterprise. The Contractor is strongly encouraged to secure MBE and WBE firm participation. Should the Contractor need assistance or guidance with securing MBE and WBE firms, the Contractor should contact LaTanya Raffington of the MWSBE Division at <u>Lraffington@oevforbusiness.org</u> OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A certified **MBE** and WBE firms available directory of the **OEV** website: https://oevforbusiness.mwsbe.com.

The Contractor shall provide a report in conjunction with invoice submission. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date.

EXHIBIT C - ARLINGTON COUNTY VIRGINIA REQUEST FOR PROPOSALS NO. 20-071-RFP

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
(703) 228-3410

REQUEST FOR PROPOSALS NO. 20-071-RFP

SEALED PROPOSALS WILL BE RECEIVED IN HAND IN THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BOULEVARD, ARLINGTON, VIRGINIA 22201, UNTIL 3:00 P.M. ON THE DAY OF OCTOBER 14, 2019 FOR: AMBULANCE BILLING.

AMBULANCE BILLING SERVICES FOR ROUTINE BILLING FOLLOW UP NOTICES TO CUSTOMERS OF ARLINGTON COUNTY FIRE DEPARTMENT AND CLAIM SUBMISSIONS TO MEDICAID, MEDICARE AND INSURANCE COMPAINES.

Proposals will not be publicly opened.

NOTICE: ANY OFFEROR ORGANIZED AS A STOCK OR NONSTOCK CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST OR LIMITED PARTNERSHIP, OR REGISTERED AS A LIMITED LIABILITY PARTNERSHIP, MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA PRIOR TO SUBMITTING A PROPOSAL (REFER TO AUTHORITY TO TRANSACT BUSINESS SECTION OF THE SOLICITATION FOR FURTHER INFORMATION).

Arlington County reserves the right to reject any and all proposals, cancel this solicitation, and waive any informalities as defined in the Arlington County Purchasing Resolution.

Arlington County, Virginia
Office of the Purchasing Agent

Francine Morris
Procurement Officer
fmorris@arlingtonv.us

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I. INTRODUCTION TO EVALUATION PROCESS

Arlington County, Virginia, is soliciting proposals from Offerors having experience and abilities in the areas identified in this solicitation. Each proposal must contain evidence of the Offeror's qualifications in the specified areas and in other disciplines directly related to the proposed work. Offerors might also be required to submit profiles and resumes of the staff to be assigned to the project, references, examples of similar work performed and other information that will clearly demonstrate the Offeror's relevant expertise, as specified in the solicitation.

A County Selection Advisory Committee ("SAC") will review and evaluate all written proposals based on the criteria identified in this solicitation. Subsequent evaluations, such as to select firms for negotiation, may include, but are not limited to, review of more detailed proposals and/or oral presentations. Any such subsequent evaluations will be based on the same criteria.

The County reserves the right to accept or reject and to waive any informalities or irregularities in the proposals and to contract as the best interests of the County require in order to obtain the services described in this RFP. Selection of an Offeror's proposal does not mean that all aspects of the proposal are acceptable to the County. The County reserves the right to negotiate terms and conditions with the selected Offeror before executing a contract.

MANDATORY REQUIREMENTS

Note that this solicitation contains qualification requirements that are mandatory for all Offerors. Refer to the Proposal Submittal Elements section of this document for details.

II. INFORMATION FOR OFFERORS

1. QUESTIONS AND ADDENDA

All communications relating to this solicitation must be e-mailed to Francine Morris in the Office of the Purchasing Agent at fmorris@arlingtonva.us. For a question to be considered, the subject line of the email must state the following: **RFP No. 20-071-RFP** Questions should be succinct and must include the submitter's name, title, company name, company address, and telephone number. Prior to the award of a contract resulting from this solicitation, Offerors and prospective Offerors are prohibited from contacting any County staff other than those assigned to the Office of the Purchasing Agent.

RFP No.20-071-RFP – TENTATIVE SCHEDULE

RFP ISSUANCE SEPTEMBER 12, 2019

QUESTION 1 DEADLINE

ADDENDUM A ISSUANCE (if applicable)

PROPOSALS DUE

SEPTEMBER 19, 2019 at 3:00 p.m.

SEPTEMBER 24, 2019 at 3:00 p.m.

OCTOBER 14, 2019 at 3:00 p.m.

If any questions or responses require revisions to this solicitation, such revisions will be by formal Addendum only. Offerors are cautioned not to rely on any written, electronic, or oral representations made by any County representative or other person, including the County's technical contact, that appear to change any portion of the solicitation, unless the change is ratified by a written Addendum to this solicitation issued by the Office of the Purchasing Agent.

2. OFFERORS' RESPONSIBILITY TO INVESTIGATE

Before submitting a proposal, each Offeror must make all investigations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the Offeror will rely. No pleas of ignorance of such conditions and requirements will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract or will be accepted as a basis for any claim for any monetary consideration on the part of the successful Offeror.

3. INTEREST IN MORE THAN ONE PROPOSAL, AND COLLUSION

Reasonable grounds for believing that an Offeror is interested in more than one proposal for a solicitation, including both as an Offeror and as a subcontractor for another Offeror, or that collusion exists between two or more Offerors, will result in rejection of all affected proposals. However, an individual or entity acting only as a subcontractor may be included as a subcontractor on two or more different Offerors' proposals. Offerors rejected under the above provision will also be disqualified if they respond to a resolicitation for the same work.

4. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES

This solicitation is a competitive negotiation for goods and services, as defined in the Arlington County Purchasing Resolution. The content of the proposals and the identity of the offerors are not public record until a Notice of Decision to Award has been issued. The opening of proposals is therefore not public.

5. NOTICE OF DECISION TO AWARD

When the County has made a decision to award a contract(s), the County will send a Notice of Decision to Award to all Offerors using the e-mail addresses provided on the Proposal Form.

6. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information that an Offeror submits in connection with a procurement transaction may be exempted from public disclosure under the Virginia Freedom of Information Act

("VFOIA"). However, the Offeror must invoke VFOIA protection clearly and in writing on the Proposal Form for County review. The Proposal Form must include at least the following: (1) the data or other materials sought to be protected and (2) specific reasons why the material is confidential or proprietary. It is the Offeror's sole responsibility to defend such exemptions if challenged in a court of competent jurisdiction.

7. FINANCIAL STATEMENT

If requested by the County, an Offeror must submit its most recent independent certified public accountant's audit of its finances, including the management letter and other ancillary audit components. If the audited financial statement is not available, the Offeror must submit a written statement explaining the statement's absence and provide other documents (e.g., tax returns) that enable the County to assess the Offeror's financial condition. Failure to submit a financial statement upon request will be grounds for immediate disqualification. If the financial statement is not for the identical organization submitting the offer, the Offeror must submit a written explanation of the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

The County will return the financial statement at the conclusion of the award process only upon receipt of a written request signed by an officer of the organization or the same person who signed the original Proposal Form. The County considers a non-public financial statement submitted pursuant to this paragraph to be proprietary information that is not subject to disclosure under VFOIA.

8. **DEBARMENT STATUS**

The Offeror must indicate on the Proposal Form whether it or any of its principals is currently debarred from submitting proposals to the County or to any other state or political subdivision and whether the Offeror is an agent of any person or entity that is currently debarred from submitting proposals to the County or to any other state or political subdivision. An affirmative response may be considered grounds for rejection of the proposal.

9. CONFLICT OF INTEREST STATEMENT

The Offeror must provide a statement regarding any potential conflict of interest, with the notarized signature of a principal of the Offeror, on the form provided in this solicitation.

10. EQUIVALENT EXPERIENCE AND REFERENCES

If an Offeror is unable to meet the experience and/or reference requirements of this solicitation, the Offeror may submit a resume indicating the qualifying experience and references for previous work by the proposed project manager. The Project Manager's resume must include a description of the previous project(s) and contact information for the previous employer(s), the project owner(s) and a verifying reference, if different.

Arlington County may request additional information and will determine whether the project manager's experience is an acceptable substitute for all or part of the experience and/or reference requirements of the solicitation.

If a contract is awarded based on documents and information submitted pursuant to this section, the Offeror may not change the named project manager for the duration of the contract unless the County approves a substitute project manager with equivalent qualifications.

11. REPLACEMENT OR AUGMENTATION OF KEY PERSONNEL OR SUBCONTRACTORS

The key personnel and subcontractors in an Offeror's proposal are considered essential to the Offeror's qualifications and may not be replaced or substituted, nor may additional personnel or subcontractors be

added, after qualification of the Offeror's proposal unless the County approves the changes in advance in writing.

12. AUTHORITY TO TRANSACT BUSINESS

Any Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. The proper and full legal name of the entity and the identification number issued to the Offeror by the Virginia State Corporation Commission must be included on the Proposal Form. Any Offeror that is not required to be authorized to transact business in the Commonwealth must include in its proposal a statement describing why the Offeror is not required to be so authorized. The County may require an Offeror to provide documentation that 1) clearly identifies the complete name and legal form of the entity and 2) establishes that the entity is authorized by the State Corporation Commission to transact business in the Commonwealth of Virginia. Failure of an Offeror to provide such documentation will be a ground for rejection of the proposal or cancellation of any award. For further information refer to the Commonwealth of Virginia State Corporation Commission website at: www.scc.virginia.gov.

13. EXCEPTIONS TO TERMS AND CONDITIONS

The attached draft Contract Terms and Conditions contain a number of mandatory terms, which are marked with an asterisk. Those terms are not negotiable. If an Offeror objects to a mandatory term, the County will consider the proposal non-responsive.

The Offeror must state whether it requests revisions to any of the remaining, non-mandatory terms and, if so, must explain the reason for the request(s) and propose alternative language. An Offeror who does not request a revision in its proposal may not object or request revisions to any contract terms during the negotiation process.

The County will review any request for revisions to non-mandatory terms after the selection of finalists for negotiation. Such requests will not factor into the evaluation of proposals.

14. <u>INSURANCE REQUIREMENTS</u>

Each Offeror must be able to demonstrate proof of the specific coverage requirements and limits applicable to this solicitation. If the Offeror is not able to do so, it may propose alternate insurance coverage in its exceptions to the County's Terms and Conditions.

15. ARLINGTON COUNTY BUSINESS LICENSES

The successful Offeror must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this solicitation, contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, at 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, tel. (703) 228-3060, or e-mail business@arlingtonva.us.

16. <u>ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR</u>

The contract that will result from this solicitation will not obligate the County to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the contract documents are the present expectations of the County for the period of the contract, and the County is under no obligation to buy that, or any, amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods

and/or services than the estimated annual amount, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates specified in the contract.

The items or services covered by this contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items or services through such other contract(s). The County does not guarantee that the selected contractor will be the exclusive provider of the goods or services covered by the resulting contract.

17. RIDER CLAUSE

A. Extension to Other Jurisdictions

The County extends the resultant contract(s), including pricing, terms and conditions, to all public entities under the jurisdiction of the United States of America and its territories.

B. Inclusion of Governmental & Nonprofit Participants

Eligible entities include but are not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities.

C. Contract Agreement

The contractor may be required by a using jurisdiction to enter into a separate contract containing general terms and conditions unique to that jurisdiction.

III. INTRODUCTION TO REQUEST FOR PROPOSAL NO. 19-283-RFP

The intent of this solicitation and resulting agreement is to obtain the services of a qualified contractor to provide ambulance billing services for routine billing and follow up notices to customers of the Arlington County Fire Department ("ACFD") and claim submissions to Medicaid, Medicare and insurance companies.

BACKGROUND/PURPOSE OF SOLICITATION

Arlington County is located just across the Potomac River from Washington, D.C. With a landmass of 26 square miles, Arlington is geographically, among the smallest counties in the United States but boasts a permanent population of approximately 215,000 with an average daily influx of an additional 250,000 commuters and visitors. The population density of Arlington County is approximately 8,332 individuals per square mile, making it one of the most densely populated areas in the United States.

The ACFD currently operates ten fire stations within the County. The ACFD operates and serves Arlington County and its residents, in addition to neighboring jurisdictions, by suppressing fires and providing advanced life support, pre-hospital emergency medical care, rescue operations (i.e. searching for rescue, building or trench collapse, high angle or rope rescue, persons who become trapped in fires, extrication from technical rescue), along with performing emergency planning.

The ACFD, over the past five years, has averaged approximately 15,500 emergency medical services ("EMS") incident responses per year. Of those incident responses, approximately 60% (9,300) require patient transport to a medical facility.

IV. SCOPE OF SERVICES

The selected contractor will provide all ambulance billing and accounts receivables (AR) follow-up services for Arlington County Fire Department.

OVERVIEW OF SERVICES

- **A.** Provide a complete written policy and procedure manual which outlines how they will handle ambulance billing and accounts receivable AR follow-up for ACFD and incorporates all specific requests and requirements of ACFD.
- **B.** Ensure compliance with HIPAA Regulations and remain current with Medicare guidelines and ambulance billing regulations. All information processing practices must meet applicable HIPAA standards. The Contractor must provide documentation of HIPAA compliance throughout the entire contract term.
- Comply with all federal and state laws, especially those regulations pertaining to the collection of debts (including Title VII of the Consumer Credit Protection Act) and all regulations pertaining to Medicare, Medicaid, and release of information contained in reports.
- **D.** Provide access for ACFD employees to the systems used by the Contractor for billing and followup. Billing systems should show patient demographics, charges, billing/account notes by Contractor and designated County employees, statements, and any other information relevant to billing.
- E. Utilize the same Emergency Medical Services (EMS) reporting software as ACFD and maintain the ability to download the necessary files for billing.
- **F.** Handle all Medicare/Medicaid renewals and revalidations for ACFD.
- **G.** Download Electronic Patient Care Reporting (ePCR) files daily from EMS Reporting Software and review information on each ePCR for accuracy and to make sure it is complete.
- **H.** Appoint a dedicated team of people assigned to ACFD to handle requests, questions, or needs as they arise.
- I. Notify the County's Ambulance Billing Liaison of any technical issues or outages including, but not limited to system, e-mail, or phone that may cause a delay in meeting contract requirements or cause an increase in patient inquiries to ACFD.
- **J.** Accept electronic payments (via credit card, debit card, or electronic check) on behalf of ACFD at no additional cost to the County.
- **K.** Develop a plan on how to handle the transition from the existing contract to the new contract. In addition, develop a plan on how to handle the transition to a different contract if the need should arise in the future. A smooth continuation of billing and collection service must be provided so that the County can deliver uninterrupted, efficient service to its customers.
- **L.** ACFD may audit its customer accounts at any time.

AMBULANCE BILLING AND ACCOUNTS RECEIVABLE FOLLOW-UP

The Contractor shall notify ACFD of any incomplete ePCR's received within seven days of receipt. The Contractor shall use the hospital interface to verify patient demographics (if applicable). The Contractor shall send out billing for patient care reports within 30 calendar days of the ambulance transport.

MEDICARE/MEDICAID

If the customer is eligible for Medicare and Medicaid, the Contractor shall obtain from the customer or responsible party information and signatures necessary to file a claim with the current Medicare provide. The Contractor shall file a claim with Medicare first, because Medicare is primary. After receipt of the Medicare payment, the Contractor shall file the remaining claim balance with Medicaid. If the customer information is incomplete, the Contractor shall attempt to obtain the necessary information with at least one follow-up notice or phone call to the customer. If the customer's Medicare and Medicaid claim is wholly rejected, the Contractor shall bill the customer directly for the outstanding balance.

PRIVATE INSURANCE ACCOUNT CATEGORY

If the customer is eligible for third-party private insurance, the Contractor shall obtain from the customer or responsible party the information and signatures necessary to file a claim with the private insurance company on behalf of the customer.

If the customer information is incomplete, the Contractor shall attempt to obtain the necessary information with at least one follow-up notice or phone call. If the customer's private insurance claim is wholly rejected; the Contractor shall bill the customer directly for the outstanding balance.

SELF-PAY ACCOUNT CATEGORY

The customer should send in payment after the first bill is sent. If there is no response or payment is not in full, the Contractor shall continue to bill the customer or responsible party for the outstanding balance. The customer billing cycle is described at the end of this section.

UNDELIVERABLE BILLS CATEGORY

If the bill is returned to the Contractor as undeliverable by Post Office, the Contractor shall correct the address and repeat the initial billing cycle. If no correction is possible the account must be categorized as an "undeliverable" account and returned to ACFD.

WAIVED CHARGE CATEGORY

If the bill is returned to the Contractor with a request for a waiver of the charge, the Contractor shall forward the waiver request to ACFD for disposition. The Contractor shall send no further bills to the customer until ACFD has responded to the Contractor on the disposition of the waiver request. If the waiver is approved, the account shall remain in the waived charge category; if the waiver is not approved, the account shall fall back into the appropriate billable category.

INVOICE REQUIREMENTS

The Contractor shall design, print, and send appropriate billing statements, notices and/or letters to customers or responsible parties for the ambulance services provided by ACFD. The Contractor shall make it plain on the <u>outside</u> of the envelope that the billing is coming from ACFD. The Contractor may include its name on the invoice.

The form and content of all billing statements, notices, and or letters must be approved in advance by ACFD. All notices must indicate the contractual relationship between the Contractor and ACFD. The bills mailed by the Contractor shall include return envelopes coded to a lockbox address established by ACFD. The Contractor shall instruct the customer or responsible party to make check payable to Arlington County Fire Department Ambulance Services and to mail the check in the return envelope provided with the bill.

PATIENT ACCOUNT SERVICES

The Contractor shall establish procedures for receiving payments and correspondence. The Contractor shall provide a toll-free number for customers and insurance companies and web-based account access for customers.

POSTING OF ACCOUNT PAYMENTS

The Contractor shall mail daily receipts of any cash or non-cash items it receives directly to the Arlington County Fire Department, Ambulance Service lockbox.

The Contractor shall access the ACFD lockbox image browser via the internet website. The Contractor will be given a user name and password and will be able to access copies of checks and documents mailed into the lockbox. The Contractor will need to access the lockbox image browser by 10:00 a.m. each day to obtain the day's work. Payments should be posted from the imaged checks and documents available on the browser. The Contractor will be able to print the documents or post payments from document images on the screen. To ensure that the payments are not posted twice, the Contractor may only update the account(s) based on the lockbox data.

ACCOUNT RECALL PROVISION

Upon receipt of a notice from ACFD, the Contractor shall immediately suspend any billing and/or collection effort on an account. ACFD may recall any account from the contract at no cost to the County.

CUSTOMER SERVICE

The Contractor shall respond in a timely manner to all inquiries and complaints that address any aspect of the routine billing services, such as: account information, fees, insurance, payment plans, collection methods, dissatisfaction with services, etc.

REFUNDS

The Contractor shall issue all refund checks to patients, Medicare, Medicaid and private insurance companies in the event of overpayment for a transport. The Contractor shall submit a monthly request for reimbursement to the ACFD. The request for reimbursement shall include a detailed list of all refunds. The list shall include each patient name, address, date of transport and transport number.

MANAGEMENT REPORTS

The Contractor shall deliver to ACFD by the 10th of each month a management report with a summary of all work completed during the previous month and a cumulative summary of work for the year. The reports shall include at a minimum the following information:

Summary Billing Report: total number of transports received by the Contractor, total number and value of all active accounts, total number and value of accounts billed, total number and value of accounts received, total number and value of closed paid in full accounts, and total number and value of accounts returned to ACFD as uncollectible. The Summary Billing Report should also include the same information sorted into resident and non-resident accounts.

Insurance and Self Pay Report: total number and value of accounts, total number and value of accounts billed, total number and value of accounts received, total number and value of accounts closed as paid in full, and total number and value of accounts returned as uncollectible and reasons why.

Undeliverable Bill Report: total number and value of returned bills, including a list of each account for which a bill was returned.

Closed Accounts: name, tracking number, amount billed, amount collected, and the reason for any amount not collected for each closed account.

The County may also request custom reports from time to time. The contractor shall respond within one business day with how they will handle the request.

BILLING REQUIREMENTS

The Contractor shall bill insurance or patient within 7-10 business days of receiving the ePCR. The Contractor shall then send out invoices to uninsured patients at 30-day intervals after the initial billing.

The Contractor shall, for bills that are outstanding or partially paid after 30 days, send a second bill to the customer or responsible party. For accounts with returned insurance claims, the Contractor shall file a claim with the appropriate provider within five (5) working days.

The Contractor shall, for bills that are outstanding or partially paid after 60 days, send a third and final bill to the customer or responsible party. For accounts that have been wholly or partially rejected by the insurance provider at the end of 60 days, the Contractor shall notify the customer and bill the customer for the outstanding balance.

The Contractor shall send out paper and electronic billing files daily or at least three (3) times per week.

The Contractor shall check the status of insurance claims at 30-day intervals via insurance websites or phone calls and resubmit claims/appeal as needed. The Contractor shall contact uninsured patients via phone calls if no response is received after 60 days.

The Contractor shall have a clear plan that they follow to locate patients with bad addresses. They should also utilize skip tracing software or other comparable method and/or contact patients via phone calls to obtain updated address information when mail is returned.

The Contractor shall work diligently to send out accurate claims and exhaust all efforts to follow up within 180 days from first invoice date before turning accounts over to collections.

AMBULANCE REVENUE AND TRANSPORT RECONCILIATION

- A. The Contractor shall post all payments received in the bank lockbox to corresponding accounts in its system, whether those accounts are still in-house or have been turned over to collections.
- **B.** The Contractor shall provide ACFD with a monthly revenue reconciliation / balancing report that accounts for all payments received within the month and shows they have been posted to patient accounts. This report should reflect that amount of revenue received and amount of revenue posted match.
- C. The Contractor shall submit detailed monthly management fee invoices that clearly reflect the revenue collected for the month and carve out any revenue that is received for delinquent accounts that have been turned over to collections and use coding to separate this revenue and subtract it from the revenue claimed on the monthly management fee invoice (invoice should clearly reflect this). Also, the Contractor must include collection and aging reports that support these numbers.
- **D.** The Contractor shall correct any errors and/or inconsistencies on reports or invoices within five business days of receiving notification from ACFD.

V. PROPOSAL REQUIREMENTS

1. GENERAL

Proposals must be submitted in hard copy and must be fully executed. FAILURE TO SUBMIT A PROPOSAL WITH A FULLY COMPLETED PROPOSAL FORM <u>USING THE PROPOSAL FORM PROVIDED IN THIS SOLICITATION</u> WILL BE CAUSE FOR REJECTION OF THE PROPOSAL. The Proposal Form must be signed by a person legally authorized to bind the Offeror.

The County may reject proposals that do not include the number of copies requested and will not accept proposals by fax or e-mail.

The Offeror's proposal must address the Proposal Submittal Elements below, in the order listed, and must not exceed the stated page limitations. The proposal must be on 8 $\frac{1}{2}$ " x 11" paper, single-spaced, and the type size must not be less than 10-point. Note: for counting purposes, a page equals a one-sided sheet.

Proposals and all documents related to this solicitation become the property of the County upon receipt.

2. PROPOSAL SUBMISSION

One copy of the submitted proposal, marked "ORIGINAL", must contain an original longhand signature on the Proposal Form. The Offeror must also submit four hard copies and one electronic copy of the original signed proposal. The electronic copy must be on an unencrypted USB Flash Drive.

The Offeror must, no later than the deadline specified in this solicitation, submit all copies of its proposal by hand, courier or mail in a sealed envelope to:

Arlington County Government Office of the Bid Clerk Suite 511 2100 Clarendon Boulevard Arlington, Virginia 22201

The exterior of the envelope or package must indicate the name of the Offeror and the number of the solicitation. The Bid Clerk will stamp the envelope with the time and date of receipt.

Timely submission of the proposal is the responsibility of the Offeror. The County will reject proposals received after the deadline.

3. OFFEROR'S RESPONSIBILITY FOR ERRORS OR OMISSIONS IN DOCUMENTS

Each Offeror is responsible for having determined the accuracy and/or completeness of the solicitation documents, including electronic documents, upon which it relied in making its proposal and has an affirmative obligation to notify the Arlington County Purchasing Agent immediately upon discovery of an apparent inaccuracy or error in or omission from the solicitation documents.

If the successful Offeror is aware of such an error or omission and has not notified the County Purchasing Agent, the Offeror must perform any work described in such incomplete or missing documents at no additional cost to the County.

4. PROPOSAL STANDARDS

Proposals submitted in response to this solicitation should be accurate and grammatically correct and should not contain spelling errors. Whenever possible, proposals must comply with the following guidelines:

- print double-sided on at least 30% recycled-content and/or tree-free paper
- use recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers); and

5. UNNECESSARILY ELABORATE RESPONSES

The County may view unnecessarily elaborate brochures or other presentations, including elaborate or expensive artwork, paper, bindings, and visual and other presentations, as an indication of the Offeror's lack of cost consciousness.

6. EXPENSES INCURRED IN PREPARING PROPOSAL

The County accepts no responsibility for any expense incurred by any Offeror in the preparation or presentation of a proposal or related in any way to an offer.

7. **EVALUATION CRITERIA AND WEIGHTS**

The County will evaluate proposals that meet the above-stated requirements using the following criteria:

- A. Qualifications and Experience (15 Points)
- B. Implementation and Transition (30 Points)
- C. Proposed Project Approach (50 Points)
- D. Cost Proposal (5 Points)

8. PROPOSAL ELEMENTS

The County will not evaluate proposals that do not contain all requested content. Use dividers with numbered tabs for each of the proposal elements, in the order listed.

A. Executed Forms

- a. <u>Proposal Form</u>: original and copies as detailed above.
- b. Conflict of Interest Statement: included in the RFP document.
- c. Addendum Acknowledgment Form(s): provided with any RFP addendum(s).

B. Mandatory Requirements

The following requirement is mandatory. If the County concludes after its initial review of a submitted proposal that the Mandatory Requirement is not met, the proposal will be considered non-responsive and will not be evaluated further.

The Offeror may not take exceptions to mandatory provisions of the draft Contract Terms and Conditions that are attached to this solicitation. Mandatory provisions are marked with an asterisk. Compliance with this mandatory requirement will be verified against the Offeror's exceptions, if any, to the County's draft Terms and Conditions.

C. Letter of Transmittal

- i. The names of the people who are authorized to make representations on behalf of the contractor (include their titles, addresses and telephone numbers).
- ii. A brief history of the company to include:
 - a. Whether the contractor is a local, regional, national, or foreign firm.
 - b. How long the firm has been in business under the present name and structure. Provide any other names under which the firm has done business and the dates it operated under each name and the locations where operated under each name.

D. Qualifications and Experience

i. References

- a. Provide a minimum of three (3) references for which the Offeror has performed similar services while under contract. To the extent possible, include references who are local or state government entities with a minimum volume of 9,000 transports annually.
- b. For each reference provide: a complete address, telephone number, as well as the name and job title of a contact individual.
- c. Describe the services performed under each contract, especially any experiences in billing and management of accounts receivable, particularly in the health care field. Also include the length of the contract and annual transport volume.
- d. Discuss for each reference your firm's effectiveness in the collection and receipt of billable accounts. Provide collection percentages that will be validated through references.
- e. Describe any experience your firm has had in accessing and extracting automated information for each cited reference

ii. Proposed Staff

Identify how many people are proposed to be assigned to work directly in support of the statement of work. Include the collection operations system managers, senior assistants, and senior corporate management with direct responsibility for this contract.

E. Implementation and Transition

i. Contract Transition

Explain how your firm proposes to handle the transition from the existing contract to the new contract and vice versa. A smooth continuation of billing and collection services must be provided so that the County can deliver uninterrupted, efficient service to its customers.

ii. Preliminary Work Plan

List the software your firm proposes to use. State how much lead time, if any, your firm would need to start performing the services once the contract is awarded. Explain what preparations would be undertaken during the lead-time.

F. Proposed Project Approach

i. Address the following processes:

a. Intake Procedures: Describe the proposed procedures for importing, receiving, and processing the customer care report information from the web-based application. Offerors should provide a demo with access to web-based system. The web-based system should show patient demographics, charges, billing/account notes by the contractor and designated County employees, statements and any other information relevant to billing.

- b. Medicaid Accounts: Detail the proposed procedures to be used to bill for Medicaid Services. Detail the proposed procedures for handling rejected claims.
- c. Medicare Accounts: Detail the proposed procedures for billing the Medicare Contractor for Medicare Services. Detail the proposed procedures for handling the residual amount if it is not billed directly by the Medicare Contractor to another insurance plan. Detail the proposed procedures for handling rejected claims.
- d. Medicare/Medicaid Accounts: Detail the proposed procedures for billing these accounts. Detail the proposed procedures for handling rejected claims.
- e. Private Insurance Accounts: Detail the proposed procedures for billing private insurance companies. Detail the proposed procedures for handling rejected claims.
- f. Self-Pay Accounts: Detail the proposed procedures for billing individual customers, including how your company would produce, print and send bills and notices. As an exhibit to this item, provide samples of all correspondence, bills, notices and envelopes your firm would use. Detail the proposed procedures for handling bills returned by the Postal Service as undeliverable, including what efforts will be taken to pursue those accounts.
- g. Insufficient information and Uncollectible Accounts: Describe what actions your firm would take before declaring an account as having insufficient information for being uncollectible. Detail the proposed procedures for obtaining supplemental billing information.

ii. Account Service

Describe all proposed controls that would be established to ensure an accurate accounting of ambulance fee payments in cash, check, and electronic format. Note the location where payments would be mailed and/or delivered in person. Detail the proposed procedure for accepting and processing payments both by mail and in person. In this section, detail all proposed bookkeeping procedures to be used. Also, describe all other proposed records your firm would keep, such as files, books and documents. As an exhibit to this item, provide a sample of the monthly invoice to be sent to ACFD for services rendered.

iii. Customer Service

Detail the proposed procedures and controls that your firm would use to respond to and to resolve inquiries, complaints and requests for account information from customers, insurance companies, lawyers and others. Describe where this function would be performed and by whom. Explain how your firm would keep ACFD informed of the number and types of complaints received.

iv. Management Reports

Describe all proposed information your firm would include on monthly management reports, and how it would be derived. Describe the proposed quality controls you would use to ensure accuracy of reporting. Provide samples of management reports currently being used, including specifically those listed below.

<u>Summary Billing Report:</u> total number of transports received by the Contractor; total number and value of all active accounts; total number and value of accounts billed: total number and value of accounts received; total number and value of closed paid in full accounts; total number and value of accounts returned to ACFD as uncollectible. In addition, provide a summary of the same information sorted into resident and non-resident accounts.

<u>Insurance and Self Pay Report:</u> total number and value of active accounts; total number and value of accounts billed; total number and value of accounts

received; total number and value of accounts closed as paid in full; total number and value of accounts returned as uncollectible and reason why.

<u>Undeliverable Bill Reports:</u> the number and value of returned bills including a list of each account for which a bill was returned.

<u>Closed Accounts:</u> name, tracking number, amount billed collected, amount collected, and the reason for any amount not collected for each closed account.

Requests for custom reports may be made from time to time. Provide a summary of how they would handle such requests within a 24-hour period

G. Cost Proposal

Offerors shall submit a proposed management fee based on a percentage of revenue collected. Also identify any additional charges that may become billable to the County.

H. EXCEPTIONS TO THE COUNTY'S NON-MANDATORY CONTRACT TERMS AND CONDITIONS, if any



VI. CONTRACT TERMS AND CONDITIONS

THE FOLLOWING AGREEMENT WILL BE EXECUTED BY THE COUNTY AND THE SUCCESSFUL OFFEROR. BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW OR BY THE ARLINGTON COUNTY PURCHASING RESOLUTION ARE INDICATED BY AN ASTERISK (*). THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY BEFORE BEING SUBMITTED TO THE SUCCESSFUL OFFEROR FOR SIGNATURE.

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VA 22201

SAMPLE AGREEMENT NO. 20-071-RFP

THIS AGREEMENT is made, on th	ne date of execution	by the County, between _	Contractor's nam	1e,
Contractor's address	("Contractor") a	name of state	type of entity	
authorized to do business in the	Commonwealth of	f Virginia, and the County	Board of Arlington Co	ounty,
Virginia. The County and the Cor	ntractor, for the cor	nsideration hereinafter spe	cified, agree as follow	vs:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

This Agreement

Exhibit A- Scope of Work

Exhibit B- Contract Pricing

Exhibit C- Contract Terms and Conditions

Exhibit D- Business Associate Agreement

Exhibit E- NONDISCLOSURE AND DATA SECURITY AGREEMENT CONTRACTOR

Exhibit F- NONDISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL)

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Scope of Work" (Exhibit A), the primary purpose of the Work is to provide Ambulance

Billing Services for routine billing follow up notices to customers of Arlington County Fire Department and Claim submissions to Medicaid, Medicare and Insurance Companies. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. <u>CONTRACT TERM</u>
Time is of the essence. The Work will commence on, 20 OR the date of the execution of
the Agreement by the County and must be completed no later than20 ("Initial Contract
Term"), subject to any modifications provided in the Contract Documents. Upon satisfactory performance
by the Contractor the County may, through issuance of a unilateral Notice of Award, authorize
continuation of the Agreement under the same contract prices for not more than additional
12-month periods, from, 20 to, 20 (each a "Subsequent Contract
Term"). The Initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term".
5. <u>CONTRACT AMOUNT</u>
The County will pay the Contractor in accordance with the terms of the Payment section below and of
Exhibit B for the Contractor's completion of the Work as required by the Contract Documents. The
Contractor will complete the Work for the total amount specified in this section ("Contract Amount").
The County will not compensate the Contractor for any goods or services beyond those included in Exhibit
A unless those additional goods or services are covered by a fully executed amendment to this Contract.
Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties
in writing.
6. CONTRACT PRICE ADJUSTMENTS
The Contract Amount/unit price(s) will remain firm until ("Price
Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written
request to the other party not less than 60 days before the Price Adjustment Date. Adjustments to the
Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor
Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period ending in
of each year of the Contract.
Any Contract Amount/unit price(s) that result from this provision will become effective the day after the
Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12
months after the price adjustment.

7. PAYMENT

elected to extend the Contract's term.

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 30 days after receipt of an invoice for

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously

completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

8. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any expenses under this Contract. The amount in Attachment B includes all costs and expenses of providing the services described in this Contract.

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. * COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk

and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. BACKGROUND CHECK

All employees or subcontractors whom the Contractor assigns to work on this Contract must pass the County's standard background check. The background check will include fingerprinting by the County Sheriff's Office and a credit check.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification, including identification of the proposed replacement and his or her qualifications.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.

E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for

termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. <u>Termination for Breach or Default</u>. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

19. <u>INDEMNIFICATION (Note: Virginia law does not permit the County to indemnify others; cross indemnity provisions are not acceptable to the County)</u>

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the

County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

20. INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

21. COPYRIGHT

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

22. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project

Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties.

The provisions of this section will survive any termination or cancellation of this Contract.

23. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) County's Non-Disclosure and Data Security Agreement. The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit E) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) <u>Use of Data</u>. The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information and for any non-compliance with this provision by itself or by its Designees.
- (c) <u>Data Protection</u>. The Contractor will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If

requested by the County, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) <u>Security Requirements</u>. The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data-at-rest encryption. The County's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of County information onto laptops, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) <u>Conclusion of Contract</u>. Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a format defined by the County Project Officer. The County may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer.
- (f) <u>Notification of Security Incidents</u>. The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any unintended access to or use or disclosure of County Information.
- (g) <u>Subcontractors</u>. If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

24. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

25. * COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

26. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

27. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

28. * RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

29. ANTITRUST

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

30. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

Whenever possible, reports must comply with the following guidelines:

- printed double-sided on at least 30% recycled-content and/or tree-free paper
- recyclable and/or easily removable covers or binders made from recycled materials (proposals with glued bindings that meet all other requirements are acceptable)
- avoid use of plastic covers or dividers
- avoid unnecessary attachments or documents or superfluous use of paper (e.g. separate title sheets or chapter dividers)

31. AUDIT

The Contractor must provide to the County the complete findings and all components of an independent certified public accountant's audit of its finances and program operation within two months after the close of Contractor's fiscal year. If a management letter was not prepared with the audit, the Contractor must so certify in writing as part of the audit report to the County. The Contractor must allow the County to review its records as the County deems necessary for audit purposes within 15 calendar days of the County's receipt of the findings. All accounts of the Contractor are subject to audit.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

32. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

33. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

34. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

35. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

36. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

37. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

38. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

39. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

40. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

41. * ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

42. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

43. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

44. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

45. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:	
TO THE COUNTY:	
	, Project Officer
AND	

Sharon Lewis, Purchasing Agent Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500 Arlington, Virginia 22201

46. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

47. * NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

48. HIPAA COMPLIANCE

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Exhibit ________). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act ("HITECH"), § 13401, the Contractor must also enter into an agreement with any subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

49. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. <u>Access to Programs, Services and Facilities</u>: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. <u>Effective Communication</u>: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other

- means of facilitating communications with people who have speech, hearing or vision impairments.
- c. <u>Modifications to Policies and Procedures</u>: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. <u>No Extra Charges</u>: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

50. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. <u>Workers Compensation</u> Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. <u>Commercial General Liability</u> \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. <u>Business Automobile Liability</u> \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. <u>Additional Insured</u> The County and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- e. <u>Cancellation</u> If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- f. <u>Claims-Made Coverage</u> Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- g. Contract Identification All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible and may require a lower deductible; that funds equal to the deductible be placed in escrow; a certificate of self-insurance; collateral; or another mechanism to guarantee the amount of the deductible and ensure protection for the County.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

51. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

Signatures appear on the following page.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA	CONTRACTOR	
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:	
NAME: FRANCINE MORRIS TITLE: PROCUREMENT OFFICER	NAME AND TITLE:	
DATE:	DATE:	

EXHIBIT D

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between	(hereafter
referred to as "Business Associate") and the County Board of Arlington County, Virginia (h	ereafter referred
to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part c	of any Underlying
Agreement for goods or services entered into between the parties.	

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) <u>Accounting</u>. "Accounting" means a record of disclosures of protected health information made by the Business Associate.
- b) <u>Breach</u>. "Breach" means the acquisition, access, use, or disclosure of protected health information in a manner not permitted by this Business Associate Agreement and/or by HIPAA,

which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.

- c <u>Business Associate</u>. "Business Associate" means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) <u>Covered Entity</u>. "Covered Entity" means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) <u>Data Aggregation</u>. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) <u>Designated Record Set</u>. "Designated Record Set" means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) <u>Discovery</u>. "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) <u>Electronic Protected Health Information</u>. "Electronic Protected Health Information" means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) <u>HIPAA.</u> "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) <u>HITECH Act</u>. "HITECH Act" means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) <u>Individual</u>. "Individual" means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.
- I) <u>Protected Health Information</u>. "Protected Health Information" or "PHI" means individually identifiable health information transmitted and/or maintained in any form.

- m) **Remuneration**. "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) Required By Law. "Required By Law" means an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) <u>Secretary</u>. "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) <u>Security Incident</u>. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) <u>Underlying Agreement</u>. "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) <u>Unsecured Protected Health Information</u>. "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) Obligations and Activities of Business Associate

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of business associates shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.
- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.

- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will ensure that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agrees to implement reasonable and appropriate safeguards to ensure the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in strictest confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.
- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.

- In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written preapproval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

- 1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
- 2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
- 3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);
- 4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
- 5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and
- 6. Contact information for Business Associate's representatives knowledgeable about the Breach.
- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
 - 1. Disclosure is Required by Law;
 - Business Associate obtains reasonable assurances from the person to whom the PHI is
 disclosed that the PHI will remain confidential, and will be used or further disclosed only
 as Required By Law or for the purpose for which it was disclosed, and the person agrees
 to promptly notify Business Associate of any known breaches of the PHI's confidentiality;
 or
 - 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).
- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.

e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
 - Provide an opportunity for Business Associate to cure the breach or end the violation, and
 if Business Associate does not cure the Breach or end the violation within a reasonable
 time specified by Covered Entity, terminate this Business Associate Agreement;
 - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce member, subcontractor, or agent of Business Associate, will retain copies of the PHI.
- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible. If Covered Entity agrees that return or destruction is infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- a) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first-class mail, postage prepaid at:

(1) Marcy Foster, Arlington County Privacy Officer 2100 Clarendon Blvd., Suite 511 Arlington, Virginia 22201

(2) Stephen MacIsaacCounty Attorney2100 Clarendon Blvd., Suite 511Arlington, Virginia 22201

(3)	County Project Officer

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

Attn:			

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.
- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- I) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.

- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines is necessary to comply with such change, law or regulation. If the Business Associate disagrees with any such amendment, it shall so notify the County in writing within thirty (30) days of the County's notice. In case of disagreement, the parties agree to negotiate in good faith the appropriate amendment(s) to give effect to such revised obligation. In the County's discretion, the failure to enter into an amendment shall be deemed to be a default and good cause for termination of the Underlying Agreement.
- q) The County makes no warranty or representation that compliance by the Business Associate with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the Business Associate's own purposes or to ensure its compliance with the above. The Business Associate is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein and the provisions of this Business Associate Agreement shall be incorporated into any training or contracts with the same.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia	Business Associate
Ву:	Ву:
(Signature)	(Signature)
Name:	Name:
Title: County Privacy Officer	Title:
Date:	Date:

EXHIBIT E_

NONDISCLOSURE AND DATA SECURITY AGREEMENT (CONTRACTOR)

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and that such person/s also maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict security and access control. Any County Information that is accessible will not leave Contractor's work site or the County's physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, are secure and free of all computer viruses, or running the latest version of an industry-standard virus protection program. The Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested.

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to ensure that its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices in place to ensure confidentiality, protection, privacy and security of County information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:	
Printed Name and Title:	
Date:	

EXHIBIT F

NONDISCLOSURE AND DATA SECURITY AGREEMENT (INDIVIDUAL)

I, the undersigned, agree that I will hold County-provided information, documents, data, images, records and the like confidential and secure and protect it against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers, and property as well as information that the County shares with my employer or prime contractor for testing, support, conversion or the provision of other services under Arlington County Agreement No. ______ (the "Project" or "Main Agreement") or which may be accessed through County-owned or -controlled databases (all of the above collectively referred to as "County Information").

I agree that I will maintain the privacy and security of County Information and will not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized to do so by the County Project Officer. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her ("his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, or that otherwise affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

I agree that I will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly authorized and associated with my designated duties on the Project. I understand and agree that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal law/s, subjecting me and/or my employer to civil and/or criminal penalties.

I also agree that I will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person for any purpose of the Information obtained directly, or indirectly, as a result of my work on the Project. I agree to view, retrieve or access County Information only to the extent concomitant with my assigned duties on the Project and only in accordance with the County's and my employer's access and security policies or protocols.

I agree that I will take strict security measures to ensure that County Information is kept secure; is properly stored in accordance with industry best practices, and if stored is encrypted as appropriate; and is otherwise protected from retrieval or access by unauthorized persons or for unauthorized purposes. I will also ensure that any device or media on which County Information is stored, even temporarily, will have strict security and access control and that I will not remove, facilitate the removal of or cause any Information to be removed from my employer's worksite or the County's physical facility without written authorization of the County Project Officer. If so authorized, I understand that I am responsible for the security of the electronic equipment or paper files on which the Information is stored and agree to promptly return such Information upon request.

I will not use any devices, laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices ("Device") during my work on the Project without pre-approval. I will ensure that any Device connected to the County network is free of all computer viruses or running the latest version of an industry-standard virus protection program. I will also ensure that my password, if any, is robust, protected and not shared. I will not download any County Information except as authorized by the County Project Officer and then only onto a County-approved Device. I understand that downloading onto a personally-owned Device or service, such as personal e-mail, Dropbox etc., is prohibited.

I agree that I will notify the County Project Officer immediately upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. I will fully cooperate with the County to help regain possession of any County Information and to prevent its further disclosure, use or dissemination.

It is the intent of this *NonDisclosure* and *Data Security Agreement* to ensure that the highest level of administrative safeguards and best practices are in place to ensure confidentiality, protection, privacy and security of County Information and County-networked resources and to ensure compliance with all applicable local, state and federal laws or regulatory requirements. Therefore, to the extent that this *Nondisclosure* and *Data Security Agreement* conflicts with the underlying Main Agreement or any local, state or federal law, regulation or provision, the more stringent requirement, law, regulation or provision controls.

Upon completion or termination of my work on the Project, I agree to return all County Information to the County Project Officer. I understand that this agreement remains in full force and effect throughout my work on the Project and shall survive my reassignment from the Project, termination of the above referenced Project or my departure from my current employer.

iigned:
Printed Name:
Date:
Vitnessed:
Contractor's Project Manager:
Printed Name:
Date:

VII. <u>ATTACHMENTS AND FORMS</u>



ARLINGTON COUNTY, VIRGINIA REQUEST FOR PROPOSALS NO. <u>20-071-RFP</u>

PROPOSAL FORM

PROPOSALS WILL BE RECE BOULEVARD, ARLINGTON, V						
Ambulance Billing Services Department and Cl	FOR PROVID for Routine Billing follow up aim Submissions to Medical PER THE FOREGOING S	notice id, Med	icare and Insuran	_	-	Fire
THE FULL <u>LEGAL NAME</u> OF T BELOW. THIS PROPOSAL FO FULLY AND ACCURATELY CO OFFEROR, OR THE PROPOSA	RM AND ALL OTHER DOCU OMPLETED AND SIGNED BY	MENTS	THAT REQUIRE A	SIGNAT	TURE MUS	T BE
SUBMITTED BY: (legal name of entity)					V	
AUTHORIZED SIGNATURE:						
PRINT NAME AND TITLE:						
ADDRESS:						
CITY/STATE/ZIP:						
TELEPHONE NO.:	E-M ADI	IAIL DRESS:				
THIS ENTITY IS INCORPORA	ATED					
THIS ENTITY IS A: (check the applicable	CORPORATION		LIMITE	D PARTI	NERSHIP	
option)	GENERAL PARTNERSHIP		UNINCORPORATE	ED ASSO	CIATION	
LIN	MITED LIABILITY COMPANY		SOLE P	ROPRIET	TORSHIP	
IS OFFEROR AUTHORIZED TO COMMONWEALTH OF VIRO IDENTIFICATION NO. ISSUE SCC:		ГНЕ	YES		NO	
	irginia State Corporation Cor proposal explaining why it i 4		•	•		nust
ENTITY'S DUN & BRADSTRI	EET D-U-N-S NUMBER: (if av	ailable)	<u> </u>			

IS YOUR FIRM OF DEBARRED FROM COUNTY, VIRGIN SUBDIVISION?	1 SUBMITTI	NG PROPOSALS	TO ARI	LINGTON	YES		NO	
OFFEROR STATUS	S: MINC	ORITY OWNED:		WOMAN OWNED	: 🗆		NEITHER:	
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	Y THAT IS A'	VAILABLE FROM		NTS, WHICH INCLUD OMMONWEALTH OF			•	AT:
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PROPOSAL FO	RM WITH A	N <u>ORIGINAL LO</u>	NGHAN	DPOSAL THAT INCLU <u>D SIGNATURE</u> AND (OR FLASH DRIVE.				
_		ND CONTACT ESTIONS REGAR		MATION OF THE P HIS PROPOSAL.	ERSON	WHO	CAN RESF	POND
NAME (PRINTED):			_	TITLE: _				
E-MAIL ADDRESS:				TEL. NO.:				
TRADE SECRETS OR PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, an Offeror seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary. Please mark one: No, the proposal that I have submitted does not contain any trade secrets and/or proprietary information.								
☐ Yes, the informal		that I have s	ubmitte	d <u>does</u> contain tra	de secr	ets an	d/or propri	etary
PROPOSAL FORM,	PAGE 3 OF 4	4						
If Yes, you must clearly identify below the exact data or materials to be protected <u>and</u> list all applicable page numbers, sections, and paragraphs, of the proposal that contain such data or materials:								
							_	

	State the specific reason(s) why protection is necessary and why the identified information constitutes a trade secret or is proprietary:
is necessary, yo	to identify the data or materials to be protected or to state the reason(s) why protection u will not have invoked the protection of Section 4-111 of the Purchasing Resolution. on the award of a contract, the proposal will be open for public inspection consistent with
CERTIFICATION	OF NON-COLLUSION: The undersigned certifies that this proposal is not the result of or
affected by (1) a (as defined in V	ny act of collusion with another person engaged in the same line of business or commerce irginia Code §§ 59.1-68.6 et seq.) or (2) any act of fraud punishable under the Virginia
Governmental F	rauds Act (Virginia Code §§ 18.2-498.1 et seq.).
CONTACT PERSO	ON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
communications	me and address of the person who is designated to receive notices and other regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and afformation regarding delivery of notices.
NAME:	
ADDRES	S:
E-MAIL:	
OFFEDO	R'S PRINTED NAME:
PROPOSAL FORI	

CONFLICT OF INTEREST STATEMENT

I, whose name is subscribed below, a duly authorized representative and agent of the entity submitting this proposal to Arlington County in response to its Request for Proposal No. 20-071-RFP, and on behalf of the Offeror certify that:

- 1. Neither the Offeror nor any affiliated entity has, within the past five years, been employed by or represented a deliverer of services that reasonably could be expected to be considered for purchase by the County as a result of this solicitation;
- if the Offeror is awarded a contract under this solicitation and during the term of that contract
 prepares an invitation to bid or request for proposal for or on behalf of the County, the Offeror
 must not (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose
 to any potential bidder or offeror information concerning the procurement that is not available
 to the public.
- 3. The Offeror will not solicit or accept any commissions or fees from vendors who ultimately furnish services to the County as a result of any contract award made as a result of this solicitation.

OFFEROR'S NAME:
SIGNED BY:
PRINTED NAME/TITLE:
DATE:
NOTARY STATEMENT
COMMONWEALTH OF VIRGINIA/STATE OF)
CITY/COUNTY OF) to wit:
personally appeared before me this day of
, 20 the undersigned a Notary Public in and for the State and County of aforesaid,
, known to me (or satisfactorily proven) to be the person whose name is
subscribed to within the instrument as an agent of the Offeror and acknowledged that he/she has
executed the same for the purposes therein contained.
(Seal)
Notary registration number:

Leon County Board of County Commissioners

Notes for Agenda Item #8

Leon County Board of County Commissioners

Agenda Item #8

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on the Lake Hall School House Preservation Efforts

Review and Approval:	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator	
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator Nicki Paden, Special Projects Coordinator	

Statement of Issue:

As requested during the November 9, 2021 meeting, this item provides a status report on efforts to preserve the Lake Hall School House.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the Lake Hall School House preservation efforts.

February 8, 2022

Page 2

Report and Discussion

Background:

During the November 9, 2021 meeting, the Board directed staff to provide an agenda item exploring all options available to address property ownership issues related to the Lake Hall School House as well as opportunities to assist citizen-led efforts to preserve the structure. The Lake Hall School House was built in the 1870s and served as an elementary schoolhouse for a small African American community that existed west of Thomasville Road beside Lake Hall and Lake Overstreet. Today, the Lake Hall School House is one of six remaining Reconstruction-era African American schoolhouses in Leon County. Another of these structures, the original Concord School in the Miccosukee community, was donated to the Tallahassee Museum in 1969 and is currently a part of the museum's "Old Florida" exhibit as a reminder of the struggles and strides made in Black education. The Lake Hall School House itself straddles the property line between two privately owned parcels, 4495 and 4498 Handsome Quarters Drive in unincorporated Leon County. The property at 4495 Handsome Quarters was vacant until 2020, at which time the owner constructed a single family residence on the property. 4498 Handsome Quarters is also a single family residential property, built in 1966.

Over the past two decades, the Lake Hall School House has been the subject of several historic preservation efforts, including two State of Florida historic preservation grants as well as funding awarded by Leon County to the John G. Riley Center (the "Riley Center"). In 2000, the Riley Center commissioned a study, supported by a State of Florida historic preservation grant, to evaluate the feasibility of relocating the Lake Hall School House. The study indicated that due to the age and deteriorated condition of the structure, the Lake Hall School House is not well suited for any intact relocation effort. As a result, the study recommended that any relocation should involve dismantling or disassembling the entire structure and reassembling it at a new location.

In 2004, the Riley Center was awarded another historic preservation grant of approximately \$250,000 to acquire the property and preserve the structure in place. Subsequently, the Board approved non-departmental funding in the amount of \$105,000 in the FY 2005 budget to support this effort. At that time, the Riley Center did not proceed with the project due to the death of the property owner, and the historic preservation grant funding issued to the Riley Center was returned to the State. At the March 28, 2006 meeting, at request of the Riley Center, the Board authorized a new funding agreement between Leon County and the Riley Center. The new agreement authorized the Riley Center to retain the \$105,000 to be used toward the completion of heritage trails in south, east, and west Leon County and for maintenance of the Riley Center.

In 2010, the County, Blueprint 2000, and the Riley Center formed a workgroup to develop a plan and make recommendations for the highest and best use of publicly owned property between the Riley House and Cascades Park. During that process, the work group considered the Riley Center's desire to acquire and relocate the Lake Hall School House to the area that today is home to the Smokey Hollow neighborhood commemoration. The workgroup determined that the relocation of the Lake Hall School House was not feasible, as the structure could not withstand relocation due to its poor condition.

February 8, 2022

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In recent years, a citizen support organization called "Friends of the Lake Hall School" has formed for the purpose of renewing efforts to preserve and restore the schoolhouse as an interpretive exhibit, and in 2020, the Board directed staff to prepare an agenda item with options for preserving the Lake Hall Schoolhouse. An agenda item was presented to the Board at the December 8, 2020 meeting (Attachment #1) which included an extensive review of options for restoring the facility and converting it into an historic exhibit. That analysis concluded that there were no viable options for converting the schoolhouse into a community amenity due to significant site-based constraints. As discussed above, the schoolhouse is located along the property line which divides two parcels. In order to establish the schoolhouse as a community amenity in its current location, a new parcel would need to be created that is large enough to include the footprint of the schoolhouse as well as sufficient supporting infrastructure, including but not limited to site access, parking, a restroom facility, water and sewer infrastructure, and any stormwater treatment that may be required. This would require the acquisition of significant portions of the adjoining existing parcels, and it is not clear whether enough acreage could be acquired in order to meet these minimum infrastructure requirements. Additionally, the site is currently only accessible via a privately-owned unpaved road. The property owners have indicated that they would prefer any access to the site be provided via Thomasville Road; however, the parcels located between the schoolhouse and Thomasville Road are currently developed.

The December 2020 agenda item also evaluated the possibility of acquiring and relocating the Lake Hall School House. As indicated earlier in this item, a 2001 study of the structure concluded that the building is not well suited for an intact relocation, and a full dismantling of the structure was recommended in order to safely move the building. Based upon a preliminary estimate, the cost to dismantle, relocate, and rebuild the structure, including the replacement of deteriorated or missing building materials, could exceed \$1 million. While there may be state and federal grant programs that could help to defray a portion of these costs, relocating the Lake Hall School House from its original setting would likely impact its eligibility for these grants. Also, should the schoolhouse be relocated, a receiving site would need to be identified as well as a partner organization to manage the operations of the facility. Staff reached out to several partners including the Florida Department of Environmental Protection (FDEP), Tallahassee Museum, and the John G. Riley Center/Museum, which became a division of the City of Tallahassee in 2020, to discuss the possibility of partnering for the restoration and management of the schoolhouse. None of those organizations indicated a willingness at this time.

Notwithstanding the considerations discussed above, during the December 2020 meeting, the Board approved a rezoning application for the two parcels on which the schoolhouse is located to facilitate the structural preservation of the schoolhouse. The rezoning applied an Historic Preservation Overlay designation to both parcels and added these parcels to the Local Register of Historic Places, which ensures the protection of the structure from future development activity. As provided in the Leon County Land Development Code, any demolition, alteration, relocation, or construction activities related to properties listed on the local register must receive prior approval from the Tallahassee-Leon County Architectural Review Board.

Finally, in 2021 the Friends of the Lake Hall School indicated that the organization was preparing to submit an application for an African-American Cultural and Historical Grant through the Florida Department of State to support the acquisition and restoration of the Lake Hall School House. At

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the November 9, 2021 meeting, the Board authorized, and the County provided a letter of support to Dr. Geraldine Seay of the Friends of the Lake Hall School (Attachment #2) to utilize for any applications for state and federal funding opportunities related to the schoolhouse.

Analysis:

The Analysis section of this item provides an update on preservation efforts related to the Lake Hall Schoolhouse since the Board's December 2020 meeting as well as an overview of options to address property ownership issues related to the schoolhouse and opportunities to further assist citizen-led efforts to preserve the structure.

As discussed earlier in this item, two primary obstacles to preserving the schoolhouse in its current location are the ownership of and access to the properties on which the structure is located. The schoolhouse is located along the property line which divides two parcels, and in order to establish the schoolhouse as an historical exhibit in its current location, a new parcel would need to be created that is large enough to include the footprint of the schoolhouse as well as sufficient supporting infrastructure. Access to the site must also be secured; the site is currently only accessible via a privately-owned unpaved road, and the surrounding property owners have indicated that they are reluctant to allowing public access to the facility through the neighborhood. As a result, the first steps in any potential restoration effort would require the acquisition of a significant portion of the existing adjoining parcels, as well as additional property to the east of the schoolhouse to establish access to the site via Thomasville Road. The cost to acquire the property needed for the footprint of the schoolhouse, supporting infrastructure, and access to the site is estimated to be \$500,000 or more, not including the cost to design or construct an access road or other site improvements. Also, as discussed in detail below, the underlying property owners have been unwilling to sell the portion of their property on which the schoolhouse is located. Because of the cost and complexity of acquiring historically significant sites such as the Lake Hall School House, acquisition and restoration efforts often involve grant funding and technical assistance from state, federal, and/or nonprofit historic preservation agencies.

In 2021, the Friends of the Lake Hall School approached the Trust for Public Land (TPL) seeking assistance with acquiring the underlying property. In May 2021, the TPL agreed to facilitate a property transaction that would place the schoolhouse within a single parcel, with repayment to be made by the Friends of the Lake to TPL over a period of time. However, the underlying property owners were not willing to accept compensation based on the appraised value of the property and the transaction was not completed. TPL has indicated that it will not be working on this project in the future. Beyond voluntarily acquiring the property on which the Lake Hall School House is located, which the underlying property owners have been unwilling to sell at fair market value, the only other recourse the County has to resolve the ownership issue would be to acquire the property by eminent domain. Although not recommended in this item, Chapters 73 and 125, Florida Statutes specify the requirements for eminent domain proceedings in Florida. These generally allow a County to exercise its power of eminent domain upon the Board's adoption of a resolution authorizing the acquisition of a property for any County purpose and finding that the property to be acquired is necessary for that purpose. Although the County has never exercised its eminent domain authority for this type of an acquisition, the County Attorney advises that based on a review of existing Florida case law an historic preservation use would satisfy the County purpose

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requirement. The statutes further provide for the payment of full compensation to the owner(s) from which the property is acquired.

Although no viable options currently exist to restore the Lake Hall School House as an historical exhibit, there may be state and/or federal grant opportunities to assist the Friends of the Lake Hall School with acquiring and restoring the structure in the future, should the owners be willing to sell or donate the property needed to do so. The Florida Department of State, Division of Historical Resources administers historic preservation grant programs that may assist with acquiring, preserving, and restoring historic properties. In addition, as referenced earlier in this item, the Florida Legislature allocated funding in the FY 2021-22 state budget to administer an African-American Cultural and Historical Grant program; funding for this program was provided from the state's allocation of Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. It is not yet clear whether the Legislature will allocate additional funding to this program in the FY 2022-23 budget.

Also, in preparing this agenda item, staff reached out to the Florida Department of Environmental Protection, Division of Recreation and Parks to discuss the potential for the Friends of the Lake Hall School to pursue this project under the Florida Forever program. Florida Forever is the state's conservation and recreation lands acquisition program and supports the acquisition and development of cultural resources, among other types of projects. Generally, to be considered for acquisition, a project must have a willing seller and be on the Florida Forever Priority List. The Florida Forever Priority List is developed by the state's Acquisition and Restoration Council twice annually and is approved by the Governor and Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund.

As discussed earlier in this item, the County has previously provided a letter of support to the Friends of the Lake Hall School for an African-American Cultural and Historical Grant program application. Should an opportunity arise in the future for the Friends of the Lake Hall School to acquire the underlying property, the Board may wish to again provide a letter of support for any associated grant application at that time.

Options:

- 1. Accept the status report on the Lake Hall School House preservation efforts.
- 2. Do not accept the status report on the Lake Hall School House preservation efforts.
- 3. Board direction.

Recommendation:

Option #1

Attachments:

- 1. December 8, 2020 Agenda Item
- 2. Letter expressing the Board's support of efforts to preserve the Lake Hall School House

Leon County Board of County Commissioners

Agenda Item #31

December 8, 2020

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing on a Proposed Ordinance Amending the Official

Zoning Map to Add the Lake Hall Schoolhouse to the Local Register of Historic Places and to Change the Zoning Classification from the Residential Preservation (RP) Zoning District to the Residential Preservation (RP) Zoning

District with Historic Preservation Overlay (HPO)

Review and Approval:	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement Cherie Bryant, Planning Manager	
Lead Staff/ Project Team:	Russell Snyder, Administrator, Land Use Planning Susan Poplin, Principal Planner, Land Use Division Andy Johnson, Assistant to the County Administrator	

Statement of Issue:

This item seeks the Board's consideration to apply a Historic Preservation Overlay zoning designation for two parcels which are the location of the historic Lake Hall Schoolhouse and to add these parcels to the Local Register of Historic Places.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), amending the Official Zoning Map to change the zoning classification from Residential Preservation (RP) zoning district to the Residential Preservation (RP) zoning district with Historic Preservation Overlay (HPO), thereby adding the subject properties to the Local Register of Historic Places, based on the findings of the Planning Commission, the findings of fact and conclusions of law set forth in this report, and any evidence submitted at the hearing hereon.

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Report and Discussion

Background:

This item seeks the Board's consideration to apply a Historic Preservation Overlay zoning designation for two parcels which are the location of the historic Lake Hall Schoolhouse. The Lake Hall Schoolhouse is one of six remaining Reconstruction-era African American schoolhouses in Leon County. In addition to the proposed rezoning, a group of interested citizens has approached the County inquiring about the possibility of restoring the structure and converting it into a community amenity. At the January 28, 2020 meeting, the Board directed staff to prepare an agenda item with options for preserving the Lake Hall Schoolhouse.

As discussed in greater detail in this item, there are significant site-based constraints that make converting the schoolhouse to a community amenity in its present location impractical. While the structure could potentially be relocated as an alternative to preserving it in its current location, the County has not been able to identify a partner organization that is able to receive the structure and manage its operations as a community amenity. Also, according to previous feedback from the Florida Department of State, removing the structure from its original setting could significantly diminish its historical significance. Notwithstanding the above, this item recommends adoption of a proposed Ordinance (Attachment #1) which would change the zoning classification for two parcels on which the Lake Hall Schoolhouse is located from the Residential Preservation (RP) zoning district to the Residential Preservation (RP) zoning district with Historic Preservation Overlay (RP w/HPO). Should the Board wish to approve the Ordinance, this action would also add the subject properties to the Local Register of Historic Places and protect the Lake Hall Schoolhouse by ensuring that any demolition, alteration, relocation, or construction activities on the site receive approval from the Tallahassee-Leon County Architectural Review Board.

Analysis:

The Analysis section below presents a brief history of the Lake Hall Schoolhouse, followed by a discussion of the specific considerations provided in the Leon County Land Development Code relative to the proposed rezoning described above. Finally, this item discusses additional considerations regarding further preservation efforts based on direction provided by the Board at the January 28, 2020 meeting.

<u>History of the Lake Hall Schoolhouse and Previous Preservation Efforts:</u>

The Lake Hall School was built in the 1870s and served as an elementary schoolhouse for a small African American community that existed west of Thomasville Road beside Lake Hall and Lake Overstreet. The schoolhouse itself straddles the property line between two parcels, 4495 and 4498 Handsome Quarters Drive in unincorporated Leon County. A location map is included in Attachment #1 as an addendum to the proposed rezoning Ordinance.

According to information in the Florida Master Site File, which is a list maintained by the Florida Department of State for recorded historical and archaeological sites, the Lake Hall School was

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established following enactment of legislation in Florida that created the first system of public instruction open to all races. This legislation, however, resulted in almost complete segregation of public schools. Many new schools were constructed and opened beginning in 1870 with starkly opposing standards for black and white student populations.

In the mid-20th Century, many of these segregated African American schools were closed, and its students were integrated into other nearby public school facilities. The Lake Hall School was closed following the 1949 school year, and most of its students were transferred to the more modern Lake McBride School. After many of these single-room schoolhouses were closed, the properties were often sold to neighboring property holders and many of the structures were demolished or converted into a variety of utilitarian uses. The Lake Hall Schoolhouse, however, was not demolished and remains on its original site. The building is currently being used for storage by the property owner.

In 2000, the John G. Riley Center commissioned a study to evaluate the feasibility of relocating the Lake Hall School House, supported by a State of Florida historic preservation grant. The study indicated that due to the age and deteriorated condition of the structure, the building is not well suited for any intact relocation effort. As a result, the study recommended that any relocation should involve dismantling or disassembling the entire structure and reassembling it at a new location.

In 2004, the Riley Center was awarded another historic preservation grant of approximately \$250,000 to acquire the property and preserve the structure in place. Subsequently, the Board approved non-departmental funding in the amount of \$105,000 in the FY 2005 budget to support this effort. At that time, the Riley Center did not proceed with the project due to the death of the property owner, and the historic preservation grant funding issued to the Riley Center was returned to the State. At the March 28, 2006 meeting, at request of the Riley Center, the Board authorized a new funding agreement between Leon County and the Riley Center. The new agreement authorized the Riley Center to retain the \$105,000 to be used towards the completion of heritage trails in south, east, and west Leon County and maintenance to the Riley Center.

In 2010, the County, Blueprint 2000, and the Riley Center formed a workgroup to develop a plan and make recommendations for the highest and best use of publicly-owned property between the Riley House and Cascades Park. During that process, the work group considered the Riley Center's desire to acquire and relocate the Lake Hall School House to the area that today is home to the Smokey Hollow neighborhood commemoration. The workgroup determined that the relocation of the Lake Hall School House was not feasible, as the structure could not withstand relocation due to its poor condition.

Considerations Related to the Application for Rezoning:

On May 27, 2020 the Tallahassee-Leon County Architectural Review Board (ARB) recommended that the above-referenced properties (Parcel IDs 14-33-20-714-0000 and 14-33-20-652-0000) be added to the Local Register of Historic Places and rezoned, as reflected in the Order of

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Recommendation and ARB Staff Report (Attachments #2 and #3). The owners of the properties are Sheryl A. Oslowski and Andrew Bailey, and the applicant is Dr. Geraldine H. Seay (owners' representative). On November 3, 2020, the Tallahassee-Leon County Planning Commission held a public hearing on this item and voted 6-0 to find the application consistent with the Comprehensive Plan and to recommend that the Board of County Commissioners adopt the proposed Ordinance.

Following is a summary of zoning and land use activities related to the subject properties:

- **Historic Zoning:** The 1990 Historic Zoning Atlas indicates that the subject properties were a part of the R-1 zoning district which allowed single-family and two-family dwelling units, schools, nurseries, hospitals and agriculture.
- 1992: The Official Zoning Map for Leon County was adopted by Ordinance #92-11 to implement the 1990 Tallahassee-Leon County Comprehensive Plan. The subject properties were zoned Residential Preservation.
- May 27, 2020: The Tallahassee-Leon County Architectural Review Board recommended that the above-referenced properties (Parcel IDs 14-33-20-714-0000 and 14-33-20-652-0000) be added to the Local Register of Historic Places, as reflected in the Order of Recommendation (see Attachment #2) and in the minutes from its May 27, 2020 meeting (Attachment #3).
- **November 3, 2020:** The Tallahassee-Leon County Planning Commission held a public hearing on the proposed Ordinance and voted unanimously (6-0) to find the proposed Ordinance (Attachment #1) consistent with the comprehensive plan, and to recommend approval to the Board of County Commissioners.

In accordance with Section 10-6.205(b)13 of the Leon County Code of Ordinances ("Procedures for Ordinance and Official Zoning Map Amendments"), the County shall consider the following in determining whether to recommend approval or denial of an application. Analysis by Planning staff is provided below each criterion in italics.

- **1. Comprehensive Plan.** Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan?
 - Yes. The proposed Ordinance is consistent with the Historic Preservation Element of the Comprehensive Plan as described in Objective 1.4 and more specifically, its implementing policy 1.4.1, the intent of which is to recognize and protect historic resources, including structures, locations, and districts by listing them on the local register of historic places.
- 2. Conformance with the Land Development Regulations. Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including the criteria for listing on the local register and rezoning with an HPO?
 - Yes. The proposed rezoning conforms to both the intent and the land development requirements of the Residential Preservation and Historic Preservation Overlay. Section 10-

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6.708(a) of the Leon County Land Development Code states that the need for overlay zones is established by the County based on the need for special protective measures in that area. The Historic Preservation Overlay (HPO) zone is specifically intended to apply to properties listed on the Local Register of Historic Places.

The Historic Preservation Officer and the Architectural Review Board (ARB) made the finding (See Order of Recommendation, Attachment 2) that the Lake Hall Schoolhouse met the criteria of Section 10-6.708(d), of the Leon County Land Development Code and therefore recommend the property be added to the Local Register of Historic Places (Attachments #2 and #3). Specifically, the ARB found that Lake Hall Schoolhouse met the criterion of Section 10-6.708(d)(1) and (2), as discussed below.

- A. Criteria for listing on the Local Register of Historic Places. Section 10-6.708(d)(1) a, b, c, and d, and (2), of the Leon County Land Development Code, Local Register of Historic Places, states that the following criteria shall be considered for listing on the Local Register:
 - (1) A site, building, structure, object, or district must meet the following criteria before it may be listed on the local register:
 - (a) It possesses integrity of location, design setting, materials, workmanship, feeling and association.

The subject building has been altered including an undated addition to the west end of the building and windows that were removed and replaced with smaller ones. However, much of the original fabric of the building remains including the foundation and framing, floor framing, and flooring. The most significant damage or loss or historic fabric was most notable in the doors and windows. The structure remains in its original location and setting.

(b) It is associated with events or persons that are significant to local, state, or national history.

The subject property is one of six remaining one-room African American schoolhouses in Leon County, built during the post-Civil War Reconstruction period. The building is an example of building practices developed during the 1840s.

(c) It embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction.

See (b) above.

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(d) It has yielded, or may be likely to yield, information important in prehistory or history.

The site has potential for important archaeological significance.

(2) Contributing Structure: A site, building, structure, or object located in a Local Register of Historic Places district shall be designated as contributing to that district if it meets the criteria demonstrating that the property is one, which, by its location, design, setting, materials, workmanship, feeling and association adds to the district's sense of time and place and historical development.

The ARB found that the structure met the contribution criteria due to the schoolhouse remaining its original location and having much of the original construction materials, foundation, and framing.

B. Benefits of being listed on the Local Register of Historic Places. Historic sites provide people with the opportunity to learn about and reflect on the past.

The HPO designation of the Lake Hall Schoolhouse will acknowledge the location and existence of the structure that once served as a one-room African American schoolhouse. It is one of only six remaining in Leon County.

Section 10-6.708(e) of the Leon County Land Development Code requires all development proposals for sites with in HPO to be approved by the ARB. By designating Lake Hall Schoolhouse as a Local Historic Place and placing an HPO on it, the ARB will ensure the structure is recognized for its historic contribution to the community.

3. Changed Conditions. Have the land use and development conditions changed since the effective date of the existing zoning district regulations involved, which are relevant to the properties?

Yes. Part of the subject property and other properties in the immediate vicinity have changed hands in the last 10 years. The northern parcel that is part of the rezoning request was purchased in March 2020 for single-family construction. Properties in the surrounding area along Thomasville Road are being redeveloped. These changes may impact the Lake Hall Schoolhouse in the future.

4. Land Use Compatibility. Will the proposal result in any incompatible land uses, considering the type and location of uses involved?

No. The overlay will allow the existing schoolhouse to remain and does not introduce new uses that would create compatibility issues.

5. School Considerations. Is there capacity in area schools? What effects on enrollment could the proposed rezoning have on area schools?

Not applicable. The school impacts analysis is not applicable because the action does not involve changing a residential use. It is placing the historic preservation overlay only.

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6. Other Matters. Are there any other matters which the Commission may deem relevant and appropriate?

None.

Planning Commission Discussion:

On November 3, 2020, the Tallahassee-Leon County Planning Commission held a public hearing on this item and voted (6-0) to find the application consistent with the Comprehensive Plan and recommend that the Board of County Commissioners adopt the proposed Ordinance (Attachment #1). With the exception of the applicant, there were no public speakers.

Public Notification and Response:

This request has been publicly noticed and advertised in accordance with the provisions of the Leon County Code of Ordinances (Attachment #4). The Planning Department mailed 75 notices to property owners within 1,000 feet of the subject property. To date, the Planning Department has received no responses.

Considerations Regarding Further Preservation Efforts:

In addition to the proposed rezoning discussed above, a group of interested citizens has approached the County inquiring about the possibility of restoring the structure and converting it into a community amenity. Accordingly, based on direction provided by the Board at the January 28, 2020 meeting, staff has also evaluated the feasibility of doing so. A summary of this analysis is provided below.

First, staff evaluated the possibility of restoring the Lake Hall Schoolhouse at its present location. There are significant site-based constraints that make this approach impractical. As indicated in the location map included in Attachment #1, the schoolhouse is located along the property line which divides two parcels. In order to establish the schoolhouse as a community amenity in its current location, a new parcel would need to be created that is large enough to include the footprint of the schoolhouse as well as sufficient supporting infrastructure, including but not limited to site access, parking, a restroom facility, water and sewer infrastructure, and any stormwater treatment that may be required. This would require the acquisition of significant portions of the adjoining existing parcels, and it is not clear whether enough acreage could be acquired in order to meet these minimum infrastructure requirements. Additionally, the site is currently only accessible via a privately-owned unpaved road. The property owners have indicated that they would prefer any access to the site be provided via Thomasville Road; however, the parcels located between the schoolhouse and Thomasville Road are currently developed. Finally, a partner organization would need to be identified to manage the operations of the facility. As discussed in further detail below. staff has reached out to several community partners, none of which is able to accept management oversight of such an amenity at this time.

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Second, staff also evaluated the possibility of acquiring and relocating the Lake Hall Schoolhouse. As indicated earlier in this item, a 2001 study of the structure (Attachment #5) concluded that the building is not well suited for an intact relocation, and a full dismantling of the structure was recommended in order to safely move the building. Based upon a preliminary estimate, the cost to dismantle, relocate, and rebuild the structure, including the replacement of deteriorated or missing building materials, could exceed \$1 million. While there may be state and federal grant programs that could help to defray a portion of these costs, relocating the Lake Hall Schoolhouse may impact its eligibility for these grants.

Finally, should the schoolhouse be relocated, a receiving site would need to be identified as well as a partner organization to manage the operations of the facility. In conducting research for this item, staff reached out to several partners including the Florida Department of Environmental Protection (FDEP), Tallahassee Museum, and the John G. Riley Center/Museum, which became a division of the City of Tallahassee earlier this year, to discuss the possibility of partnering for the restoration and management of the schoolhouse. In short, none of these organizations are willing to accept management oversight of the Lake Hall Schoolhouse at this time.

Although no viable options currently exist for converting the Lake Hall Schoolhouse to a community amenity, the proposed rezoning Ordinance recommended in this item would ensure the protection of the structure from future development activity by applying a Historic Preservation Overlay designation to the two parcels on which the schoolhouse is located and adding these parcels to the Local Register of Historic Places. As provided in the Leon County Land Development Code, any demolition, alteration, relocation, or construction activities related to properties listed on the local register must receive prior approval from the Tallahassee-Leon County Architectural Review Board.

Conclusion:

Based upon the Board's direction at the January 28, 2020 meeting, staff conducted an extensive review of options for the preservation of the Lake Hall Schoolhouse, including restoring the structure in its present location, relocating it to a different site, and exploring potential partnerships for the restoration and subsequent management of the schoolhouse as a community amenity. This item presents the results of that analysis and concludes that there are no viable options currently for converting the Lake Hall Schoolhouse into a community amenity. Notwithstanding, this item recommends adoption of a proposed Ordinance which would provide protection for the structure against future development activity and would preserve opportunities related to the restoration or relocation of the schoolhouse in the future.

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Options:

- 1. Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), amending the Official Zoning Map to change the zoning classification from Residential Preservation (RP) zoning district to the Residential Preservation (RP) zoning district with Historic Preservation Overlay (HPO), thereby adding the subject properties to the Local Register of Historic Places, based on the findings of the Planning Commission, the findings of fact and conclusions of law set forth in this report, and any evidence submitted at the hearing hereon.
- 2. Conduct the first and only public hearing and do not adopt the proposed Ordinance amending the Official Zoning Map to change the zoning classification from Residential Preservation (RP) zoning district to the Residential Preservation (RP) zoning district with Historic Preservation Overlay (HPO), thereby not adding the subject property to the Local Register of Historic Places, based on the findings of fact and conclusions of law of the Board of County Commissioners, and any evidence submitted at the hearing hereon.
- 3. Board direction.

Recommendation:

Option #1

Attachments:

- 1. Proposed Ordinance/Location Map
- 2. Architectural Review Board Order of Recommendation
- 3. Tallahassee-Leon County Architectural Review Board Minutes and Nomination Application
- 4. Notice of Public Hearing
- 5. 2001 Feasibility Study for the Relocation of the Lake Hall School



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301 (850) 606-5300 www.leoncountyfl.gov

Commissioners

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CAROLYN D. CUMMINGS At-Large

VINCENT S. LONG County Administrator

CHASITY H. O'STEEN County Attorney To whom it may concern:

On behalf of the Leon County Board of County Commissioners, I am writing this letter to express Leon County's support of efforts to preserve the Lake Hall Schoolhouse.

Following enactment of state legislation that created the first system of public instruction open to all races, the Lake Hall Schoolhouse was built in the 1870s to serve as an elementary schoolhouse for a small African American community. While many of the segregated African American schools were closed in the mid-20th Century and subsequently demolished or converted into a variety of utilitarian uses, the Lake Hall Schoolhouse was preserved and still remains on its original site. Today, the Lake Hall Schoolhouse is one of six remaining Reconstruction-era African American schoolhouses in Leon County.

In 2020, the Leon County Board of County Commissioners approved the addition of the Lake Hall Schoolhouse to the Tallahassee-Leon County Local Register of Historic Places, an official catalog of historically, architecturally, and/or culturally significant sites worthy of preservation in the community. Since that time, local efforts have continued to explore options for the preservation and restoration of the site as a community amenity to commemorate the lived experiences of African Americans in Leon County.

Leon County expresses its continued support of ongoing efforts to preserve and restore the Lake Hall Schoolhouse, and looks forward to the opportunity for all Leon County residents to experience the historical significance of the site.

Sincerely,

Bill Proctor, Chairman

Leon County Board of County Commissioners

cc: Leon County Board of County Commissioners

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

Leon County Board of County Commissioners

Notes for Agenda Item #9

Leon County Board of County Commissioners

Agenda Item #9

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Annual 2021 Tallahassee-Leon County Board of Adjustment and Appeals

Report

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

Statement of Issue:

This item seeks Board acceptance of the Annual 2021 Board of Adjustment and Appeals Report as required by the Board of Adjustment and Appeals bylaws.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Annual 2021 Tallahassee-Leon County Board of Adjustment and

Appeals Report (Attachment #1).

Title: Annual 2021 Tallahassee-Leon County Board of Adjustment and Appeals Report

February 8, 2022

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Report and Discussion

Background:

This item seeks Board acceptance of the Annual 2021 Board of Adjustment and Appeals Report as required by the Board of Adjustment and Appeals (BOAA) bylaws.

The Leon County Code of Laws Chapter 10 (Land Development Code), Article II, Division 3, Subdivision 3, establishes the BOAA, defines its powers and duties, and sets out applicable regulations and due process provisions, while the details of the BOAA's operations are outlined in the BOAA's bylaws. The BOAA bylaws task staff with the responsibility of ensuring the transmission of information to the Board of County Commissioners, which is done through the BOAA Annual Report.

The BOAA is a joint City-County board composed of seven members and two alternate members. The Leon County Board of County Commissioners appoints three members, the Tallahassee City Commission appoints three members, and one member is appointed on a rotating basis by the City Commission or the Board of County Commissioners. To comply with meeting quorum requirements, the BOAA also may have two alternate members: one appointed by the City of Tallahassee and one appointed by the County. The alternate members may attend the meetings when necessary to make up the required BOAA quorum of four members.

The BOAA hears and decides appeals of administrative decisions and variances to sign, plumbing, zoning, housing, building, gas and fire prevention codes as provided in the City of Tallahassee and Leon County Land Development Codes. Upon request by a property owner, the BOAA may vary the application of any provision of the Codes to any particular case where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulatory code involved would result in undue hardship. The BOAA may also enforce reasonable conditions upon the granting of any variance to ensure that the public health, safety, and general welfare shall be protected. The BOAA also reviews petitions for Previously Existing Land Use Conformity (PELUC) certificates which are granted to continue the use of previously permissible uses which are rendered nonconforming in the current zoning districts if they meet a specific set of criteria.

Analysis:

During the 2021 calendar year, the BOAA received five (5) applications for variances pertaining to land use located within unincorporated Leon County. Below is a summary of the applications that were received during the past year:

- Three (3) requested a variance pertaining to relaxation of residential setback requirements for principal structures.
- One (1) requested a variance to reduce the required minimum setback for accessory structures.
- One (1) requested a PELUC certificate.

Title: Annual 2021 Tallahassee-Leon County Board of Adjustment and Appeals Report February 8, 2022

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All five requests were approved by the BOAA. The full BOAA 2021 Annual Report is included as Attachment #1.

Options:

- 1. Accept the Annual 2021 Tallahassee-Leon County Board of Adjustment and Appeals Report (Attachment #1).
- 2. Do not accept the Annual 2021 Tallahassee-Leon County Board of Adjustment and Appeals Report.
- 3. Board direction.

Recommendation:

Option # 1

Attachment:

1. Annual 2021 Tallahassee-Leon County Board of Adjustment and Appeals Report



TALLAHASSEE ~ LEON COUNTY BOARD OF ADJUSTMENT AND APPEALS (BOAA)



2021 ANNUAL REPORT

Leon County Department of Development Support and Environmental Management

Renaissance Center, 2nd Floor 435 North Macomb Street Tallahassee, Florida 32301-1019 Phone (850) 606-1300 http://www.leoncountyfl.gov

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA) 2021 Annual Report

Date:January 14, 2021Case No:BOAA 21-001Applicant/Property Owner:Alpha James GainesParcel Identification #(s):32-03-20-617-000-0

Request:

The property owner requested a variance to Section 10-6.634 of the Land Development Code (LDC), to allow relaxation of the required minimum side-yard setback requirement for single-family detached dwellings in the Residential Acre (RA) Zoning District. The property owner requested to relax the required side yard setback from 15 feet on each side to 5 feet on each side to allow for the construction of a new home.

Case Comments:

The subject property has an irregular shape that would not allow the placement of a home with adequate space for ADA accessibility and meet the required side setbacks for the RA district. Furthermore, Environmental Services staff has noted that the property is encumbered with Special Development Zone (SDZ) A and B for Lake Lafayette. Locating the home elsewhere on the property would exceed the impervious surface area thresholds for the SDZ.

A timely application was made to the BOAA.

Decision:

Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed eighteen (18) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. Staff received one (1) response from a neighboring property owner in support of the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed six (6) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA) 2021 Annual Report

Date: March 11, 2021 BOAA 21-002 Case No:

Applicant/Property Owner: Merle Robb / Patricia Robb

Parcel Identification #(s): 33-05-20-604-000-0

Request: The application requested a Previously Existing Land Use Conformity

(PELUC) certificate to establish the existing daycare as a conforming

commercial use on the property.

Case Comments: According to Leon County Property Appraiser database the existing

building was constructed in 1950. An Operating License for the childcare center was issued by the Leon County Health Department on February 1st, 1989. Additionally, a Certificate of Licensure was issued by the Leon County Health Department on February 1st, 2001 and the Florida Department of Children and Families, formerly of the Florida Department of Health and Rehabilitative Services, re-issued a Certificate of Licensure on February 1st, 2017 demonstrating the continued use of the subject

property as a daycare.

The property is located within the Rural zoning district, which does not allow the establishment of new commercial operation unless the use is functionally related to and supportive of agriculture, silviculture and other natural resource-based activities. The Rural zoning district was amended in 2015 to eliminate commercial uses that were not functionally related to and supportive of agriculture, silviculture and other natural resource-based activities. As a result, the existing use could not be established under the current zoning district regulations. Therefore, the commercial business operating on-site (daycare) is considered a lawfully established, nonconforming use, which is governed by the restrictions set forth in Article VI. Division 3 of the LDC.

A timely application was made to the BOAA.

Decision: Proper notice was given to the general public and to owners of property

within five hundred (500) feet of the subject property. Staff mailed twenty-seven (27) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. Staff did not receive any responses from neighboring property owners requesting

additional information regarding the application.

Staff recommended approval of the PELUC request.

The motion to grant approval for the PELUC was passed six (6) in favor

to zero (0) opposed.

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Tallahassee-Leon County Board of Adjustment and Appeals (BOAA) 2021 Annual Report

 Date:
 April 8, 2021

 Case No:
 BOAA 21-003

Applicant/Property Owner: Joseph and Bridget Flatley

Parcel Identification #(s): 14-23-05 A-014-0

Request:

The property owners requested a variance to Section 10-6.802(a)(2) of the LDC to allow relaxation of the required minimum front and side setbacks for accessory structures in front of the front building façade line. The property owners requested the variance to allow for a detached garage to be located in the front yard with a minimum 10 foot side setback and an 80 foot front setback.

Case Comments:

The existing septic systems for the home are located on the north and south sides of the home, making the placement of the proposed accessory structure on the sides infeasible. The northern side yard is currently developed with an accessory dwelling unit. Additionally, applying the required 30-foot side and front yard setback to the proposed garage would place the structure under existing overhead Talquin electric lines.

According to GIS data, the area directly behind the existing home is subject to significant grades, wetlands, and a lake. Furthermore, accessing the rear yard would require relocating at least one of the existing septic systems. Given the constraints of locating the structure in the side or year yard, the front yard would be a more suitable location for the proposed garage.

A timely application was made to the BOAA.

Decision:

Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed thirty-four (34) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. Staff received one (1) response from the adjacent property owner to the north in support of the variance request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed six (6) in favor to zero (0) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA) 2021 Annual Report

Date:September 9, 2021Case No:BOAA 21-004

Applicant/Property Owner: Brian and Kimberly Barnard

Parcel Identification #(s): 14-33-09-000-0330

Request: The property owner requested a variance to Section 10-6.616 of the Land

Development Code (LDC), to allow relaxation of the required minimum side-yard setback requirement for single-family detached dwellings in the Lake Protection (LP) Zoning District. The property owner requested to relax the required side yard setback from 25 feet to 14 feet to allow for an

addition that will extend 22 feet from the existing home.

<u>Case Comments:</u> The subject property is narrow in comparison to the other parcels in the

area. An existing power line and utility easement traverses the northwest side of the property. Furthermore, due to the slope of the property, locating the addition on the western or southwestern portion of the property is infeasible. The existing septic system for the home is located on the southern side of the parcel further limiting the location of the addition in

the side yard.

A timely application was made to the BOAA.

Decision: Proper notice was given to the general public and to owners of property

within two hundred (200) feet of the subject property. Staff mailed thirty-three (33) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. Staff received one (1) response from a neighboring property owner in support of the variance

request.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed four (4) in favor to one (1) expressed

in favor to one (1) opposed.

Tallahassee-Leon County Board of Adjustment and Appeals (BOAA) 2021 Annual Report

 Date:
 October 14, 2021

 Case No:
 BOAA 21-005

Applicant/Property Owner: Michael and Nancy Donahue

Parcel Identification #(s): 14-04-07 K-0010

Request:

The property owners requested a variance to Section 10-6.617 of the Land Development Code (LDC), more specifically the approved setbacks for the Golden Eagle Plantation Unit 3 subdivision, to allow relaxation of the required minimum rear-yard setback requirement for single-family detached dwellings in the Residential Preservation (RP) Zoning District. The property owners requested to relax the required rear yard setback from 50 feet to 30 feet to allow for an addition that will extend 12 feet from the existing home.

Case Comments:

The subject property has an existing rear porch that the applicants propose to enclose. The home was positioned to avoid the removal of a large tree in the front yard which limited the available space in the rear yard. The location of the existing rear porch extends into the rear setback, however the addition of the roof to maximize the utilization of the property required the approval of the variance request. There is no other feasible place for the addition of the covered porch on the subject property outside of the required setbacks.

A timely application was made to the BOAA.

Decision:

Proper notice was given to the general public and to owners of property within two hundred (200) feet of the subject property. Staff mailed thirty-three (33) notices to property owners within the notification boundary and to neighborhood and business associations (registered with the County) within a one-mile radius of the subject property. Staff received one (1) response from a neighboring property owner in support of the variance request. Furthermore, the Architectural Control Committee of the Golden Eagle Homes Association has approved the addition in the proposed location.

Staff recommended approval of the variance request.

The motion to grant approval for the variance request was passed seven (7) in favor to zero (0) opposed.

Leon County Board of County Commissioners

Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: FY 2021 Annual Report on Code Enforcement, Nuisance Abatement, and

Code Compliance Programs

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support & Environmental Management
Lead Staff/ Project Team:	Emma Smith, Code Compliance Services Director Jessica Lowe, Code Compliance Supervisor

Statement of Issue:

This item seeks Board acceptance of the FY 2021 Annual Report on the County's Code Enforcement, Nuisance Abatement, and Code Compliance Programs within the Department of Development Support and Environmental Management.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the FY 2021 Annual Report on the County's Code Enforcement, Nuisance

Abatement, and Code Compliance Programs.

Title: FY 2021 Annual Report on Code Enforcement, Nuisance Abatement, and Code

Compliance Programs

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Report and Discussion

Background:

This item seeks Board acceptance of the FY 2021 Annual Report on the County's Code Enforcement, Nuisance Abatement, and Code Compliance Programs within the Department of Development Support and Environmental Management (DSEM). The status report is intended to keep the Board apprised of the activities and actions taken by the Code Enforcement Board (CEB) and Nuisance Abatement Board (NAB).

The County's CEB is a quasi-judicial Board that has the authority to impose administrative fines where a violation of a code provision has occurred, with the goal of obtaining voluntary compliance. The NAB is comprised of the members of the CEB with separate powers determine whether a building or premises is a serious and continuing danger to the public and/or occupants which could lead to the demolition of dilapidated structures.

The CEB is empowered by Ordinance to enforce Chapter 5 – Building Code, Articles II (Technical Standards) and IV (Property Maintenance Code); Chapter 10 – Land Development Code; Chapter 11 – Licenses, Taxation and Miscellaneous Business Regulations, Article XIX (Refueling Assistance for Persons with Disabilities); Chapter 12 – Offenses—Miscellaneous, Article III (Criminal History Records Check and Waiting Period for Purchase of Firearms); Chapter 14 – Property Safety and Maintenance; and Chapter 16 – Streets, Roads and Public Ways, Article V (Communications Facilities and Utility Poles within the Public Rights-of-Way). The NAB is empowered to consider cases that: (i) have an order from the CEB finding a violation of Sections 14-21 (dilapidated structures), 14-31 (junk), 14-41 (lot mowing), or 5-4.07 (unsafe buildings); (ii) remain in violation of the CEB's order; and (iii) pose a serious and continuing danger to the public and/or occupants.

The CEB and NAB are supported by contractual legal services as required by law and are represented by the law firm of Akerman, LLP, with primary services provided by Attorney Silvia M. Alderman. The County Attorney's Office serves as legal counsel for the County. The CEB and NAB consist of seven volunteer board members who, on average, volunteer approximately five hours per month.

On April 25, 2006, the Board of County Commissioners held a workshop to review the County's Code Enforcement Program, discuss related issues, and consider recommendations for program enhancements. The Board also reiterated their goal of voluntary compliance. On May 9, 2006, the Board ratified the preliminary actions taken at the workshop. The County's Code Compliance Program has been maintained at its current level of functionality to achieve voluntary compliance.

Analysis:

In order to serve the citizens of Leon County in a timely and efficient manner, DSEM administers a central complaint process system. The complaints are received through telephone calls, citizen online reporting or by walk-in customers, and are then logged and routed to the appropriate Division for investigation within 48 hours. If the complaint call is a health, safety, or serious

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Compliance Programs

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environmental issue, it is inspected within 24 hours. The Program's goal is to obtain voluntary compliance based on County policy.

The first notice to an alleged violator is an official Notice of Violation (NOV) letter sent through regular mail, certified mail return receipt. The nature of the violation is described within the NOV along with a list of the County codes allegedly violated. A description of what was found on-site (e.g. inoperable vehicles, debris, garbage, etc.), the necessary action to remedy the situation and a time frame to obtain compliance are also included in the NOV. This process usually takes 30 to 45 days and each complaint warrants an average of three inspections.

A Code Compliance Program workload comparison table for FY1 2020 and FY2 2021, and the statistics for the four quarters of FY20/21 are included as Attachment #1. There was a 1% increase in the total number of complaints received during FY 2021 (1,211) as compared to FY 2020 (1,173).

In conjunction with the Citizen Connect Service Request System, which enables citizens to file online complaints, the Code Compliance Program website allows citizens to review the complaint process and download a complaint form to mail in. Citizens regularly utilize the County's Code Compliance Program to ensure that their neighborhoods are kept in compliance with applicable codes.

To expand public education and awareness, a Code Compliance flyer is provided upon request to Homeowners' and Neighborhood Associations in the unincorporated portions of Leon County (Attachment #2). In addition, the County's <u>Neighborhood Services</u> webpage offers a form to request a County representative to speak at association meetings about code enforcement in their neighborhoods. During this fiscal year, there were no requests for a presentation. Staff continues to work closely with Homeowners' Association representatives and distribute code compliance literature upon request.

Starting June 1, 2017, as part of the County's continuous improvement efforts, and to reduce the number of false complaints, the County no longer accepted anonymous complaints. This effort allowed staff to focus on legitimate complaints, as opposed to allowing neighbors to use Code Enforcement as a way to harass each other with false allegations. Although not a statewide practice at the time, this approach was consistent with industry best practices for urbanized areas and is consistent with how the City of Tallahassee addressed these issues. In an effort to address transparency of complaints made to code inspectors, in 2021 the Legislature enacted law prohibiting anonymous complaints on a statewide basis. With this change in law, found at Section 162.06(1)(b), F.S., effective July 1, 2021, the County's existing policy regarding anonymous complaints was updated and codified at Section 6-30(a)(2), Leon County Code of Laws, and complainants must provide their name and address before enforcement action can be initiated.

Training:

Code Enforcement employees and the CEB receive training on the laws applicable to operation of the CEB, County Ordinances enforced by the CEB, and the Code Compliance process. The CEB also receives a refresher course on their rules of procedure, attendance policies and digital

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participation in meetings, and the Sunshine Law.

Nuisance Abatement:

On March 7, 2017, the Board adopted Ordinance No. 17-04, which substantially rewrote Chapter 14 of the Code of Laws of Leon County pertaining to property safety and maintenance and was subsequently amended on October 10, 2017. Notably, Ordinance No. 17-04 created Article V, entitled Nuisance Abatement, which in turn created the NAB that is comprised of the members of the CEB.

The Ordinance was adopted to grant the NAB the necessary authority to determine whether a building or premises presents a serious and continuing danger to the public and/or occupants. The NAB was granted the authority to notice and/or subpoena alleged violators and witnesses to its hearings, take testimony under oath, and enter orders which would allow the demolition or repair of dilapidated structures or unsafe buildings, and mowing or cutting of overgrowth on the premises. During FY 2021, there were two (2) nuisance abatement cases heard by the NAB. Of the two abatement cases, one was abated and one case is pending completion.

Gun Show Loophole:

On April 10, 2018, the Board adopted Ordinance No. 18-03 ("Gun Show Loophole") amending Chapter 12 of the Code of Laws of Leon County, adding Article III, Criminal History Records Check and Waiting Period for Purchase of Firearms. At the October 23, 2018 Board meeting, an interim status report was provided on the "Gun Show Loophole" Ordinance (Attachment #3). The intent of this Ordinance is to implement countywide the constitutionally granted authority to ensure that no firearm is sold, offered for sale, transferred or delivered where any part of the transaction is conducted on property to which the public has a right of access, unless there is a full three-day waiting period, and a national criminal history background check of the potential purchaser is conducted. This Ordinance applies to both sellers and purchasers of firearms, regardless if they are private individuals or a Federal Firearms Licensed (FFL) dealer.

The unlicensed sellers are required to prominently display next to any firearms being sold the following information if any part of the transaction takes place on property to which the public has the right of access:

- The legal name of the seller;
- The name of the FFL dealer who is facilitating the transaction for the seller; and
- The license number of the FFL dealer who will be facilitating the transaction on behalf of the seller.

Since the adoption of the Ordinance on April 10, 2018, staff has been in continuous communication with the Tallahassee Flea Market regarding the Ordinance requirements. In addition to a Flea Market employee being on site to monitor the vendor booths, staff has conducted periodic inspections at the Tallahassee Flea Market and scheduled Gun Show weekends at the Leon County Fairgrounds to observe the vendor set up, answer any questions they may have, and ensure the Ordinance requirements were being met.

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The Tallahassee Flea Market has prominently displayed the Ordinance at all entrances into the event, in addition to posting in the main office. There have been approximately two consistent unlicensed dealers present at the Fairgrounds Gun Shows and all have met the Ordinance requirements during site visits. As of this date, there have been no complaints received and processed by the Leon County Code Compliance Program or referred to Leon County Sheriff's Office for potential violations of the Ordinance.

Code Enforcement Board (CEB) Caseload Analysis:

If an owner or violator fails to correct a violation within the time specified in the initial notice, if the violation is a repeat violation, or if the violation is a threat to public health, safety, or welfare or is irreparable/irreversible, the inspector will notify the CEB and request a hearing. Table #1 is a summary of the CEB caseload for FY 2021.

Table #1: FY 2021 CEB Caseload

Case Type	Number
New Cases	78
Continued Cases	2
Request for Amendment to the Board's Order	0
Request for Extension of Time to Comply	3
Fine Reduction	14
Foreclosure Considerations	0
Total	97

Of the 78 new cases, 76 were heard by the CEB and found in violation. Table #2 is a breakdown of the CEB cases that were found in violation.

Table #2: FY 2021 CEB Cases Found in Violation

Violation Type	Number
Environmental Management	5
Junk	52
Building	9
Minimum Housing	1
Zoning	4
Mowing	3
Abandoned Property Registration	1
Refueling Assistance	1
Total	76

Of the 76 cases found in violation, 45 have been found in compliance and 14 failed to come into compliance. An Order Imposing Fine and Notice of Lien was filed for recordation with the Leon County Clerk of the Courts for each of the 14 cases which failed to come into compliance. During FY 2021, no orders of the CEB were appealed to the Second Judicial Circuit Court in and for Leon

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County, Florida. The remaining 17 cases had compliance deadlines following the conclusion of the fiscal year, so they will be accounted for in next year's report.

Revenue Analysis:

Of the total fines initially imposed (\$573,940), the amount collected during FY 2021 was \$28,046 (Attachment #4). The disproportionate amount of revenue collected is reflective of the fact that fines continue to accrue while the property is out of compliance and the CEB's ability to significantly reduce fines through Requests for Reduction of Fine, which encourages owners to bring the property into compliance. The CEB heard 14 requests for reduction of accrued fines and the list of the fines addressed for reduction during FY 2021 is included as Attachment #5. A status report on all outstanding fines during FY 2021 is included as Attachment #6, as well as a comparison chart of the CEB's activities for the past five years (Attachment #7). Staff continues to send periodic follow-up letters to property owners in attempt to address the outstanding fines.

Foreclosure Analysis:

On November 18, 1997, the Board provided direction to the CEB concerning outstanding fines and liens. The Board directed that the following be considered:

- When the property can be used for a County purpose;
- When the amount of the lien is equal to or greater than the Property Appraiser's assessment of the property; or
- When the property is not in compliance and there is a threat to public health, safety, or welfare.

There were no cases brought to the CEB in FY 2021 for consideration to proceed with foreclosure on non-homestead property.

Summary:

Staff continues to work diligently in processing requests for public hearings in a timely and efficient manner.

Options:

- 1. Accept the FY 2021 Annual Report on the County's Code Enforcement, Nuisance Abatement, and Code Compliance Programs.
- 2. Do not accept the FY 2021 Annual Report on the County's Code Enforcement, Nuisance Abatement, and Code Compliance Programs.
- 3. Board direction.

Recommendation:

Option #1

Title: FY 2021 Annual Report on Code Enforcement, Nuisance Abatement, and Code Compliance Programs

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Attachments:

- 1. Code Compliance Program Workload Comparison Table
- 2. Neighborhood Public Awareness Flyer
- 3. October 23, 2018 Gun Show Loophole Status Report
- 4. Fines Paid in Fiscal Year 2021
- 5. Fines Addressed in Fiscal Year 2021
- 6. Status of Outstanding Fines Report
- 7. Comparison Chart of Code Enforcement Board Activity

Code Compliance Program Workload Comparison Table for Fiscal Year 19-20 and 20-21

	20/21	20/21	20/21	20/21	20/21	20/21	19/20	19/20
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	Year	Yr. End	Year End	Yr. End
					End	% of	Figures	% of
					Figures	Total		Total
Building	34	42	35	35	146	12%	128	11%
	Bldg w/o 14	Bldg w/o 19	Bldg w/o 20	Bldg w/o 9				
	Min. H. 8	Min. H. 9	Min. H. 5	Min. H. 10				
	Unsafe 12	Unsafe 14	Unsafe 10	Unsafe 16				
Junk & Litter	73	94	64	76	307	25%	320	27%
Junk Vehicles	19	44	24	29	116	9%	94	8%
Environmental	19	15	11	8	53	4%	62	5%
Addressing	0	0	0	0	0	0%	0	0%
Development	16	18	13	10	57	5%	47	4%
Services	Home 1	Home 4	Home 3	Home 1				
	Zoning 12	Zoning 14	Zoning 10	Zoning 7				
	Signs 3	Signs 0	Signs 0	Signs 2				
Lot Mowing	12	8	28	30	78	6%	63	5%
Right-of-Way	23	21	8	12	64	5%	62	5%
Abandoned Prop.*	0	1	0	0	1	1%	1	1%
Refueling Assistance	0	0	0	0	0	0%	1	1%
Invalid **	63	96	55	47	261	22%	169	14%
Referrals	9	38	46	35	128	11%	226	19%
TOTAL	268	377	284	282	1211	100%	1173	100%
Misc./Case Info	270	504	509	594	1877		1835	
Call Back Status	14	71	80	50	215		294	
Telephone Calls	552	952	873	926	3303		3302	
NOV & F/U (Closed) Compliance	45	30	61	129	265	32%	369	47%
TOTAL ACTIVITY	1149	1934	1807	1981	6871		6973	

^{*} BCC approved Abandoned Property Registration (APR) Ordinance on 3/12/13 – Amended Ordinance 12/10/13 -- Number of Notice of Violations for failure to register the property.



Neighborhood Public Awareness Program

Leon County would like to help you help us make your neighborhood a better place to live!

The Development Support and Environmental Management staff would like to come to your association meeting to talk about the Leon County Codes that make a difference in your neighborhood. Through public education and awareness, we can work together to make your neighborhood shine! We will discuss the JUNK, BUILDING, ZONING, ENVIRONMENTAL and MOWING issues that you feel most pertain to you and your neighbors.

We will answer these questions and more:

- What is considered junk? What is considered a junk vehicle?
- When does somebody need to get a building permit?
- Can somebody live in a travel trailer?
- What can be done about unsafe buildings?
- What businesses are considered home occupations?
- How many dwellings are allowed on one parcel?
- Do I need a permit to cut a tree down on my property?
- What can be done about these issues?

If you are interested in having a County staff member speak at your meeting, please complete this form and return to the following address:

Leon County Department of Development Support and Environmental Management Neighborhood Public Awareness Program 435 N. Macomb Street, 2nd Floor Tallahassee, Florida 32301

Association Name and Location of Meeting Place:
Association President (Contact Person)
Daytime Phone Number
Date of Meeting in which staff is invited

Circle the topics you would like county staff to discuss: Junk | Building | Zoning | Environmental | Mowing

If you have any questions, please contact the Code Compliance Program at 606-1300 or via email CodeCompliance@LeonCountyFl.gov. Also, you can request a County speaker on a variety of other topics by visiting www.LeonCountyFL.gov/NeighborhoodServices.

Leon County Board of County Commissioners

Agenda Item #17

October 23, 2018

To: Honorable Chairman and Members of the Bhard

From: Vincent S. Long, County Administrator

Herbert W.A. Thiele, County Attorney

Title: Status Report on the Criminal History Records Check and Waiting Period for

Purchase of Firearms ("Gun Show Loophole") Ordinance

Review and Approval:	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
Lead Staff/ Project Team:	Emma Smith, Director, Permit and Code Services LaShawn Riggans, Deputy County Attorney

Statement of Issue:

As requested by the Board, this agenda item seeks acceptance of the Status Report on the-Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Status Report on the Criminal History Records Check and Waiting

Period for Purchase of Firearms ("Gun Show Loophole") Ordinance.

Title: Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance

October 23, 2018

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Report and Discussion

Background:

At the Board's April 10, 2018 meeting, the Board adopted Chapter 12 of the Code of Laws of Leon County, Article III, Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance, and requested staff provide a status report within six months. The Ordinance is effective in the incorporated as well as unincorporated areas of Leon County (Attachment #1).

The intent of this Ordinance is to implement countywide the constitutionally granted authority to ensure that no firearm is sold, offered for sale, transferred or delivered where any part of the transaction is conducted on property to which the public has a right of access unless there is a full three-day waiting period, and a national criminal history background check of the potential purchaser is conducted. This Ordinance applies to both seller and purchasers of firearms, regardless if they are private individuals or a Federal Firearms Licensed (FFL) dealer.

Copies of the Ordinance are required to be displayed at all entrances to any public venue at which permitted firearm sales are being conducted. Additionally, any unlicensed sellers conducting business on property to which the public has the right of access must prominently display the following information adjacent to the firearms being sold:

- 1) legal name of the private seller;
- 2) the name of the FFL dealer who is facilitating the transaction for the private seller; and
- 3) the license number of the FFL dealer who will be facilitating the transaction on behalf of the private seller.

Any complaints received through the Leon County Code Compliance Program will be forwarded to the Leon County Sheriff's Office for processing. As of this date, no complaints have been received or processed.

Analysis:

Since the adoption of the countywide Ordinance on April 10, 2018, staff has conducted periodic inspections at the Tallahassee Flea Market and attended three (3) scheduled Gun Show weekends at the Leon County Fairgrounds to ensure the Ordinance requirements were being met. Staff has been in continuous communication with the Tallahassee Flea Market regarding the Ordinance requirements, as well as being informed of a Flea Market employee being on site to monitor the vendor booths as well. The Tallahassee Flea Market has complied with prominently displaying the Ordinance at all entrances into the activity or event, in addition to posting in the main office. In addition, the Tallahassee Flea Market was advised to remind their tenants of the Ordinance, as well as recommended they include language in the rental agreement which discusses the Ordinance requirements.

Title: Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance

October 23, 2018

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There have been three (3) Gun Show weekends scheduled at the Leon County Fairgrounds since the adoption of the Ordinance. The dates were April 28 and 29, 2018; July 14 and 15, 2018; and September 22 and 23, 2018. Staff attended each show to observe and report any potential violations. In addition, the Friday prior to each Gun Show weekend, staff conducted site visits prior to each scheduled event to observe the vendor set up and answer any questions they may have.

On April 27, 2018, staff met with the Gun Show Operator for an initial visit after the adoption of the Ordinance and was provided a thorough overview/tour of the set-up of the Gun Show weekend events. Specifically, for the April 28 and 29 weekend event, there were approximately 40 vendors registered and staff was provided a list of the vendors in addition to information regarding the vendor's merchandise, attendees, and the classes offered. Staff observed the Ordinance displayed as required in multiple locations. The Gun Show Operator reported that all the vendors were FFL dealers, except one who sells antique firearms. Staff informed the Gun Show Operator that the unlicensed seller would be required to prominently display next to the firearms, the full legal name of the seller; name of FFL dealer facilitating the transaction and the license number of the FFL dealer. However, based on subsequent visits by staff during the event it was observed that the unlicensed dealer did not participate in the Gun Show.

There have been no complaints received and processed by the Leon County Code Compliance Program or referred to Leon County Sheriff's Office for potential violations of this Ordinance. A Report Log will be maintained of any violation-related incidents for tracking purposes. Staff will continue to conduct inspections at the above venues to observe and report any violations of Chapter 12, Article III, regarding the Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance. As of this date, no litigation has been filed or challenges made following the passage of the Ordinance.

Options:

- 1. Accept the Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance.
- 2. Do not accept the Status Report on the Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance.
- 3. Board direction.

Recommendation:

Option #1

Attachment:

1. Criminal History Records Check and Waiting Period for Purchase of Firearms ("Gun Show Loophole") Ordinance

LEON COUNTY CODE ENFORCEMENT BOARD FINES PAID IN FISCAL YEAR 2020-2021

DATE RECEIVED	CASE NUMBER	RESPONDENT NAME	ORIGINAL FINE	AMOUNT PAID
10/14/2020	19-159 LEC190379	Wilma Clark Living Trust**	\$10,000.00	\$6,561.41
10/27/2020	14-044 LEC130944	Cedrick Frazier***	\$6,435.00	\$0.00
10/27/2020	18-111 LEC180674	Cedrick Frazier***	\$153,500.00	\$0.00
12/8/2020	19-148 LEC190463	Basem Hakim	\$9,550.00	\$420.00
1/6/2021	16-023 LEC150855	West Haven Mortage LLC	\$10,000.00	\$4,000.00
1/21/2021	12-003 LEC110392	Edward Rodgers and Sandra Trahan*	\$113,535.00	\$0.00
1/21/2021	19-159 LEC190379	Wilma Clark Living Trust	\$3,438.59	\$0.00
1/21/2021	19-160 LEC190378	Wilma Clark Living Trust	\$10,000.00	\$0.00
2/18/2021	20-030 LEC190099	Augustus and Sharon Beverly	\$30,000.00	\$0.00
2/18/2021	20-046 LEC200178	Danedea Corp	\$2,130.00	\$0.00
2/18/2021	16-071 LEC160171	Margarito Rivas Carranza**	\$10,000.00	\$7,084.61
3/2/2021	19-154 LEC190078	Milton O. Fagg, Jr.	\$6,575.00	\$850.00
3/10/2021	19-034 LEC190087	Alvaro Jordan Navarro	\$164,500.00	\$550.00
3/16/2021	17-132 LEC170741	Sabrina E. Truman****	\$10,000.00	\$0.00
3/18/2021	17-103 LEC170626	Robin D. Spears	\$10,000.00	\$0.00
3/19/2021	20-002 LEC190751	Keshia Fisher	\$1,430.00	\$1,010.00
3/19/2021	16-104 LEC160346	Mickey Lee Britt Estate	\$10,000.00	\$1,200.00
3/19/2021	20-034 LEC191044	Roberta Davis Estate & James Yancy	\$4,655.00	\$120.00
3/22/2021	17-096 LEC170869	Tommy & Rosa Bryant	\$245,000.00	\$725.00
5/16/2021	17-047 LEC170244	Wade Enterprises*	\$10,000.00	\$0.00
5/16/2021	17-086 LEC0246	Wade Enterprises*	\$336,750.00	\$0.00
6/18/2021	19-018 LEC180292	Deric L. Williams	\$10,000.00	\$1,065.00
6/18/2021	19-175 LEC180317	Brenda R. Carden and Richard Bryan Carden	\$11,750.00	\$640.00
6/22/2021	13-007 LEC120565	William Leonard Parker Estate April Lettia Love *	\$105,625.00	\$0.00

LEON COUNTY CODE ENFORCEMENT BOARD FINES PAID IN FISCAL YEAR 2020-2021

DATE RECEIVED	CASE NUMBER	RESPONDENT NAME	ORIGINAL FINE	AMOUNT PAID
7/12/2021	21-012 LEC200476	Tonya Davis and Gerald B. Gardner ****	\$38,500.00	\$0.00
7/12/2021	21-013 LEC200822	Tonya Davis and Gerald B. Gardner ****	\$6,190.00	\$0.00
7/12/2021	21-014 LEC200477	Tonya Davis and Gerald B. Gardner ****	\$5,455.00	\$0.00
7/19/2021	15-051 LEC140740	William D. Watson***	\$540,000.00	\$1,420.00
8/10/2021	18-110 LEC171199	Richard Michael Car****	\$10,000.00	\$0.00
9/19/2021	16-075 LEC160112	Geraldine H. Waltermon*	\$10,000.00	\$0.00
9/19/2021	16-076 LEC160113	Geraldine H. Waltermon*	\$435,250.00	\$0.00
10/11/2021	18-032 LEC171183	Doc & Kei Realty	\$236,750.00	\$1,600.00
11/5/2021	01-029 LEC010341	Ronald Pontones***	\$870.00	\$0.00
11/5/2021	07-020 LEC060460	Ronald Pontones***	\$150,250.00	\$0.00
11/5/2021	17-056 LEC161266	Ronald Pontones***	\$160,577.00	\$0.00
11/2/2021	17-104 LEC170092	Thomas Bryant and Iris Bryant****	\$10,000.00	\$0.00
11/2/2021	17-105 LEC170726	Thomas Bryant and Iris Bryant****	\$10,000.00	\$0.00
11/12/2021	18-145 LEC180444	Robert and Irene Townsend***	\$38,500.00	\$800.00
		Grand Total	\$2,937,215.59	\$28,046.02

^{*}Escheated to the County

^{**}Funds received through Tax Auction proceeds

^{***}Settlement with CAO

^{****}Mortgage foreclosure, CEB inferior and extinguished.

FINES ADDRESSED FOR REDUCTION BY THE CODE ENFORCEMENT BOARD **FISCAL YEAR 2020-2021**

HEARING DAT	E: CASE NO:	RESPONDENT NAME:	ACCRUED FINE:	STAFF RECOM.:	BOARD ACTION:
10/15/2020	20-002	Keshia Fisher	\$1,430.00	Not less than	\$1,010.00
10/10/2020	LEC190751	resma i isrici	Ψ1,400.00	\$1,045.00	
11/19/2020	19-148	Basem Hakim	\$9,550.00	Not less than	
11/13/2020	LEC190463	Dasem Hakim	Ψ5,550.00	\$1,000.00	
11/19/2020	16-023	West Haven Mortgage LLC	\$10,000.00	Not less than	
11/13/2020	LEC150855	West Haven Wortgage LLC	Ψ10,000.00	\$3,565.00	
1/21/2021	19-159	Wilma Clark Living Trust	\$3,438.59	Not less than	
1/21/2021	LEC190379	Willia Clark Living Trust	ψυ,+υυ.υυ	\$1,685.00	· ·
1/21/2021	19-160	Wilma Clark Living Trust	\$10,000.00	Not less than	
1/21/2021	LEC190378	Willia Clark Living Trust	\$10,000.00		
2/40/2024		Alvere Jorden Neverse	\$464 F00 00	\$1,685.00	
2/18/2021	19-034	Alvaro Jordan Navarro	\$164,500.00	Not less than	\$550.00
0/40/0004	LEC190087	A section of Other Production	#20,000,00	\$550.00	
2/18/2021	20-030	Augustus and Sharon Beverly	\$30,000.00	Not less than	
0/40/0004	LEC190099		#0.400.00	\$1,215.00	
2/18/2021	20-046	Danedea Corp	\$2,130.00	Not less than	•
	LEC200178		A	\$980.00	
3/18/2021	16-104	Mickey Lee Britt Estate	\$10,000.00	Not less than	
	LEC160346			\$2,750.00	
3/18/2021	17-103	Robin D. Spears	\$10,000.00	Not less than	\$0.00
	LEC170626			\$1,085.00	
3/18/2021	20-034	Roberta Davis Estate and	\$4,655.00	Not less than	\$120.00
	LEC191044	James Yancy		\$1,045.00	
6/17/2021	19-175	Brenda Carden and Richard	\$112,750.00	Not less than	\$640.00
	LEC180317	Bryan Carden		\$1,320.00	
8/19/2021	19-040	John Mortensen	\$2,480.00	Not less than	
	LEC180559			\$1,195.00	
9/16/2021	18-032	Doc & Kei Realty	\$236,750.00	Not less than	
	LEC171183	,		\$1,600.00	
9/16/2021	06-059	Gordon L. Smith & Amy L.	\$25,510.00	\$0.00	
	LEC050754	Dillow*	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	• • • • • • • • • • • • • • • • • • • •	,
9/16/2021	14-014	Aaron & Rosa Ervin*	\$19,750.00	\$0.00	\$0.00
	LEC130615	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	, , , , , , , , , , , , , , , , , , ,	ψ0.00	,,,,,
N/A	15-051	William D. Watson**	\$540,000.00	\$1,420.00	N/A
,, .	LEC140740	Transcri Britaneon	ψο .ο,οοο.οο	Ψ., .=σ.σσ	
N/A	14-044	Cedrick Frazier**	\$6,435.00	\$0.00	N/A
1 4/7 1	LEC130944	Godnok i razioi	ψο, 100.00	φοισσ	14/7
N/A	18-111	Cedrick Frazier**	\$153,500.00	\$0.00	N/A
IN/A	LEC180674	Ceutick i faziei	ψ100,000.00	ψ0.00	IN/A
N/A	01-029	Ronald Pontones**	\$870.00	\$0.00	N/A
	LEC010341				
N/A	07-020	Ronald Pontones**	\$150,250.00	\$0.00	N/A
,	LEC060460		, , , , , , , , , , , , , , , , , , ,	******	
N1/A		Danald Danton - **	\$400 F77 00	ФО ОО	N1/A
N/A	17-056	Ronald Pontones**	\$160,577.00	\$0.00	N/A
	LEC161266				
		Grand Total	\$1,664,575.59	\$22,140.00	\$9,660.00
		Static Total	φ1,004,373.39	φ∠∠, 14U.UU	φ૭,000.00

^{*5} year reduction Criteria
**Settlement reached with County Attorney's Office due to case being referred to CAO to begin foreclosure proceedings.

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD	REFERRED TO
						FINE AMOUNT	CAO
24242	04.004		24222				****
3/18/2004	1	Larry Grantham		Board heard case			\$221,755.00
	LEC030558	(Non-Homestead) - Junk Code		Order Imposing Fine recorded			
District 1		4742 Orchid Drive		Staff inspected property, Not In Compliance			
			6/21/2007	Board directed staff to refer case to CAO to			
				begin forclosure proceeding			
6/3/2005	05-005	Roger Malebranche	5/19/2005	Board heard case	\$3,915.00		
	LEC030734	(Homestead) - Junk Code	10/20/2005	Order Imposing Fine recorded			
District 2		1347 Yons Place	11/21/2005	In Compliance. Fine unpaid.			
			7/19/2021	Reminder letter mailed			
9/1/2005	05-014	Matthew B. Williams	9/1/2005	Board heard case		\$204,640.00	
	LEC040728	(Non-Homestead) - Junk Code	10/21/2005	Order Imposing Fine recorded			
District 2		1984 Register Road		Amnesty Program Panel approved application.			
				Fine will be reduced to \$1,000.00 if property is			
				brought into compliance within 30 days.			
			10/22/2007	Amnesty follow up inspection performed. Not in			
				Compliance.			
				Reminder letter mailed			
				Change in Homestead Status			
			11/19/2021	Staff inspected property Not in Compliance			
8/7/2006	06-020	Jaun Carlos Tobias & Roberto Flores (New	7/20/2006	Board heard case			\$2,480.00
		Owners)					. ,
	LEC050147	(Non-Homestead) - Junk Code	10/17/2006	Order Imposing Fine recorded			
District 1		2433 Windy Pine Way	11/17/2006	In Compliance. Fine unpaid			
			9/20/2012	Board directed staff to refer case to CAO to			
				begin forclosure proceeding			
			1/7/2016	Staff inspected property Not in Compliance			
5/1/2007	07-052	Douglas & A.L. Renken	4/19/2007	Board heard case	\$10,500.00		
	LEC070217	(Homestead)-Junk Code (Repeat Violation)	4/27/2007	In Compliance. Fine unpaid			
District 4		6601 Tim Tam Trail		Order Imposing Fine recorded			
				Reminder letter mailed			

DATE:	CASE NO.:		STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON- HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
						THAL MAIOCHAI	CHO
7/6/2007	07-060	Jesse L. & Beverly Y. Metzs	6/21/2007	Board heard case.	\$26,630.00		
	LEC070129	(Homestead) - Junk Code		Order Imposing Fine recorded	Ψ20,020.00		
District 1		8224 Pin Oak Road	9/1/2009	In Compliance. Fine unpaid			
			6/15/2021	Reminder letter mailed			
6/1/2007	07-063	Felicia Riley	5/17/2007	Board heard case.		\$182,345.00	
	LEC060218	(Non-Homestead) - Junk Code		Order Imposing Fine recorded		ψ10 2 ,3 13.00	
District 1		4457 Lost Pine Drive		Property Appraisers Database reflects a change in Homestead status.			
			7/19/2021	Reminder letter mailed			
			8/27/2021	Staff inspected property Not in Compliance			
7/30/2007	07-088	Lewis P. Powell, Sr. & A.J. Powell	7/19/2007	Board heard case	\$3,670.00		
	LEC060496	(Homestead) - Junk Code		Order Imposing Fine recorded	ψ3,070.00		
District 3		4445 Blue Bill Pass	1/10/2008	In Compliance. Fine unpaid			
			4/16/2009	Board reduced fine to \$250.00 to be paid within			
				3 months or fine will revert to original amount of \$3,670.00			
			10/1/2009	Reduced fine amount not paid. Fine reverts to original amount			
			6/15/2021	Reminder letter mailed			
7/30/2007	07-091	Robert B. Pompey, Jr.	7/19/2007	Board heard case	\$179,160.00		
	LEC070101	(Homestead) - Junk Code	10/15/2007	Order Imposing Fine recorded	, ,		
District 1		4601 Shelfer Road	6/15/2021	Reminder letter mailed			
			8/18/2021	Staff inspected property Not In Compliance			
9/27/2007	07-115	Elaine Sarkkinen	9/20/2007	Board heard case.			\$165.405.00
	LEC060620	(Non-Homestead) - Mowing Code	11/7/2007	Order Imposing Fine recorded			
District 2		402 Big Richard Road	4/17/2008	Board directed staff to referr to CAO to begin			
				foreclosure proceedings.			
11/29/2007	07-137	James D. & K.Y. Thomas	11/15/2007	Board heard case	\$175,975.00		
	LEC070109	(Homestead) - Junk Code	1/4/2007	Order Imposing Fine recorded			
District 1		5047 Dry Gulch Court		Reminder letter mailed			
			8/18/2021	Staff inspected property Not in Compliance			

ORDER	CASE NO.:	T	STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD	REFERRED TO
						FINE AMOUNT	CAO
1/29/2008		Frank S. & SL Stephens		Board heard case	\$1,231,250.00		
	LEC040454	(Homestead)-Building Code		Order Imposing Fine recorded			
District 2		3391 Whippoorwill Drive		Reminder letter mailed			
			8/30/2021	Staff inspected property Not in Compliance			
8/4/2008	08-095	Mary L. Woods	7/17/2008	Board heard case	\$1,745.00		
	LEC070905	(Non-Homestead) - Junk Code	9/19/2008	Order Imposing Fine recorded			
District 2		5018 Saray Way	10/20/2008	In Compliance. Fine unpaid			
			4/30/2021	Change in homestead status			
			7/19/2021	Reminder letter mailed			
	09-005	Douglas & A.L. Renken	1/15/2009	Board heard case	\$229,000.00		
	LEC081156	(Homestead)-Junk Code (2nd Repeat		Order Imposing Fine recorded	Ψ229,000.00		
	LLCOOTISO	Violation)	2/10/2009	order imposing time recorded			
District 4		6601 Tim Tam Trail	3/17/2010	In Compliance. Fine unpaid			
			7/19/2021	Reminder letter mailed			
6/4/2009	09-031	Harry Brown c/o Aragon Riley	5/21/2009	Board heard case			\$1,118,500.00
	LEC080014	(Non-Homestead) - Building Code	7/14/2009	Order Imposing Fine recorded			
District 4		4052 Crump Road	4/15/2010	Board directed staff to send to CAO to begin			
				foreclosure proceedings			
7/24/2009	09-046	Ed Michael Jefferson	7/16/2009	Board heard case	\$154,905.00		
	LEC080137	(Homestead) - Junk Code	9/18/2009	Order Imposing Fine recorded	, ,		
District 1		4056 Buster Lane	6/16/2021	Reminder letter mailed			
			8/18/2021	Staff inspected property Not in Compliance			
7/24/2009	09-058	Michael B. Quinlan	7/16/2009	Board heard case	\$1,079,000.00		
	LEC080356	(Homestead) - Building Code		Order Imposing Fine recorded	. ,,		
District 3		2606 Hastings Drive		Reminder letter mailed			
			11/10/2021	Staff inspected property Not in Compliance			
2/4/2010	10-011	David E. Brumley	1/21/2010	Board heard case		\$68,140.00	
2/4/2010	LEC090239	(Non-Homestead) - Junk Code		Order Imposing Fine recorded		φυσ,140.00	
District 2	222070237	5057 Tillie Lane		Per CAO, County cannot proceed with	+		
		Coc. Time Bane	1/24/2020	foreclosure due to superior mortgage			
			6/15/2021	Reminder letter mailed	†		
			9/22/2021	In Compliance. Fine unpaid	1		
			, _ 0_1				

CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
		DATE:		FINE AMOUNT	HOMESTEAD	REFERRED TO
					FINE AMOUNT	CAO
10-089	Richard & Angela Messer	9/16/2010	Board heard case	\$136,005.00		
LEC100244	(Homestead) - Junk Code	11/5/2010	Order Imposing Fine recorded			
	1009 Shady Wood Trail	7/19/2021	Reminder letter mailed			
		8/30/2021	Staff inspected property Not in Compliance			
10-090	Richard & Angela Messer	9/16/2010	Board heard case	\$991,750.00		
LEC100245		12/13/2010	Order Imposing Fine recorded			
	1009 Shady Wood Trail					
		8/30/2021	Staff inspected the property and checked			
			computer records, Not in Compliance			
11.040	Jour Carlos Tabias & Pobarta Floras (Navy	0/15/2011	Poord hoord open			\$126,975.00
	Owners)					\$120,973.00
LEC101039	(Non-Homestead) - Mowing Code	1/19/2011	2 2			
	2433 Windy Pine Way	9/20/2012	Board directed staff to send to CAO to begin			
		2/10/2021	New owner of record			
11-050	Jaun Carlos Tobias & Roberto Flores (New	9/15/2011	Board heard case			\$906,500.00
	Owners)					
LEC101040	(Non-Homestead) - Building Code					
	2433 Windy Pine Way	9/20/2012	9			
		2/10/2021	New owner of record			
12-002	Gynthia Garcia-Borjas (New Owner)	2/16/2012	Board heard case			\$121,690.00
LEC110450	(Non-Homestead) - Junk Code	4/30/2012				
	7498 Southern Country Ln	9/19/2013				
			foreclosure proceedings			
			· ·			
		9/15/2021	Staff inspected property Not in Compliance			
12-025	Deloris McCoy	3/15/2012	Board heard case	\$45,950.00		
LEC110682	(Homestead) - Junk Code	5/17/2012	Order Imposing Fine recorded			
	2308 Lou Ann Court	12/4/2015	1 0			
 	 		Reminder letter mailed	+	1	
	10-089 LEC100244 10-090 LEC100245 11-049 LEC101039 11-050 LEC101040 12-002 LEC110450	10-089	DATE: DATE:	DATE: DATE: DATE: DATE: DATE: DATE: DATE: DATE: DATE: DATE: DATE: DATE: DATE	DATE: DATE: FINE AMOUNT	DATE: FINE AMOUNT HOMESTEAD FINE AMOUNT HOMESTEAD FINE AMOUNT HOMESTEAD FINE AMOUNT

ORDER DATE:	CASE NO.:		STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT		AMOUNT REFERRED TO
						FINE AMOUNT	CAO
6/28/2012	12-028	Loretta Williams	6/21/2012	Board heard case			\$52,810.00
	LEC110891	(Non-Homestead) - Junk Code	8/16/2012	Order Imposing Fine recorded			·
District 4		4859 Anhinga Lane	8/15/2013	Board directed staff to send to CAO to begin			
				foreclosure proceedings			
			9/12/2016	In Compliance. Fine unpaid			
3/5/2013	13-002	Mary L. Woods	2/21/2013	Board heard case		\$849,500.00	
	LEC120400	(Non-Homestead) - Repeat Junk Code	3/21/2013	Order Imposing Fine recorded			
District 2		5018 Saray Way	11/30/2020	Change in Homestead status			
			6/15/2021	Reminder letter mailed			
			7/19/2021	Staff inspected property Not in Compliance			
7/31/2013	13-051	Atlas Fl I SP LTD Partnership	7/18/2013	Board heard case			\$1,535.00
	LEC130148	(Non-Homestead) - Junk Code		Order Imposing Fine recorded			, ,
District 5		Hill N Dale Dr S	10/10/2013	In Compliance. Fine unpaid			
			8/18/2016	Board directed staff to send to CAO to begin			
				foreclosure proceedings			
7/31/2013	13-053	Parkway Land Inc	7/18/2013	Board heard case			\$4,000.00
	LEC130058	(Non-Homestead) - Building Code	9/3/2013	Order Imposing Fine recorded			. ,
District 3		5055 Crystal Brook Ln	9/13/2013	In Compliance. Fine unpaid			
		·	7/17/2014	Board directed staff to send to CAO to begin			
				foreclosure proceedings			
10/3/2013	13-075	James M. Skipper	9/19/2013	Board heard case			\$199,250.00
10/3/2013	LEC130241	(Homestead) - Building Code		Order Imposing Fine recorded			\$177,230.00
District 3	2201002.1	7244 Newfield Drive	11/20/2014	Board directed staff to send to CAO to begin			
				foreclosure proceedings			
			1/29/2016	In Compliance. Fine unpaid			
			4/30/2021	Change in Homestead status			
11/6/2013	13-085	Thomas Schmokel	10/17/2013	Board heard case	\$100,025.00		
11,0,2013	LEC130437	(Homestead) - Junk Code		Order Imposing Fine recorded	φ100,023.00		
District 1	220130137	810 Brent Drive		Reminder letter mailed			
2.50.100 1				Staff inspected property Not in Compliance			
			3,21,2321	arrange for the same of the sa			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT		REFERRED TO
						FINE AMOUNT	CAO
4/29/2014		Ronald Singleton	1 11 1	Board heard case	\$10,000.00		
	LEC130861	(Homestead) - Junk Code		Order Imposing Fine recorded			
District 1		4030 Morgan Road		Reminder letter mailed			
			8/18/2021	Staff inspected property Not in Compliance			
5/30/2014	14-050	Tina Louise Tongen	5/15/2014	Board heard case			\$10,000.00
	LEC131093	(Non-Homestead) - Junk Code	7/17/2014	Order Imposing Fine recorded			
District 3		1676 Talpeco Road	8/20/2015	Board directed staff to send to CAO to begin			
				foreclosure proceedings			
5/30/2014	14-051	Tina Louise Tongen	5/15/2014	Board heard case			\$10,000.00
	LEC131094	(Non-Homestead) - Mowing Code	7/17/2014	Order Imposing Fine recorded			
District 3		1676 Talpeco Road	8/20/2015	Board directed staff to send to CAO to begin			
				foreclosure proceedings			
8/6/2014	14-062	Richard L. Owens	7/17/2014	Board heard case	\$10,000.00		
	LEC130799	(Homestead) - Junk Code	9/19/2014	Order Imposing Fine recorded			
District 5		3628 Chaires Cross Road	6/15/2021	Reminder letter mailed			
			8/18/2021	Staff inspected property Not in Compliance			
9/3/2014	14-074	Lizetta and Gregory Williams	8/21/2014	Board heard case	\$10,000.00		
	LEC131132	(Homestead) - Junk Code	11/21/2014	Order Imposing Fine recorded			
District 1		8004 Pin Oak Road	6/15/2021	Reminder letter mailed			
			11/19/2021	Staff inspected property Not in Compliance			
10/8/2014	14-089	Robert Strong	9/18/2014	Board heard case	\$1,185.00		
	LEC140085	(Homestead) - Junk Code	11/21/2014	Order Imposing Fine recorded	. ,		
District 1		1795 Monday Court	12/11/2014	In Compliance. Fine unpaid			
			6/15/2021	Reminder letter mailed			
			8/18/2021	Staff inspected property Not in Compliance			
10/30/2014	14-096	Robert Lee Williams Life Estate, Brenda	10/16/2015	Board heard case	\$10,000.00		
		Arnett & Elizabeth Williams			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	LEC140032	(Homestead) - Junk Code	3/20/2015	Order Imposing Fine recorded			
District 2		9823 Fair Oaks Ln		Reminder letter mailed			
			11/19/2021	Staff inspected property Not in Compliance			

ORDER DATE:	CASE NO.:		STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON- HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
						TINE AMOUNT	CAO
12/2/2014	14-102	G. Reed (new owner)	11/20//2014	Board heard case			\$10,000.00
12/2/2014	LEC131184	(Non-Homestead) - Mowing Code		Order Imposing Fine recorded			\$10,000.00
	LLC131104	8417 Blackjack Road	5/19/2016	Board directed staff to send to CAO to begin			
		0417 Diackjack Road	3/17/2010	foreclosure proceedings			
			1/27/2017	Sold at tax deed auction.			
			10/10/2017	In Compliance. Fine unpaid			
1/28/2015	15-008	Estella Minnis	1/15/2015	Board heard case.			\$601,750.00
1/20/2013	LEC140022	(Non-Homestead) - Building Code		Order Imposing Fine recorded			\$001,730.00
District 3	EECTTOOLL	2908 Sharer Road	9/15/2016	Board directed staff to send to CAO to begin	+		
District 5		2700 Sharer Road)/13/2010	foreclosure proceedings			
3/16/2015	15 020	Panhandle Building Services (New Owner)	2/10/2015	Board heard case.		\$10,000.00	
3/10/2013	LEC140252	(Non-Homestead) - Mowing Code		Order Imposing Fine recorded	+	\$10,000.00	
District 3	LEC140232	4139 B Williams Lane		New owner of record	+		
District 5	<u> </u>	4139 B Williams Lane	12/10/2019	In Compliance. Fine unpaid	+		
			<u> </u>	Reminder letter sent			
5/7/2015		Katia White & Claribel Cantillo	., - 0, - 0 - 0	Board heard case.			\$10,000.00
	LEC140718	(Non-Homestead) - Junk Code		Order Imposing Fine recorded			
District 1		114 Ponce De Leon	2/16/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
5/7/2015	15-027	Katia White & Claribel Cantillo	4/16/2015	Board heard case.			\$10,000.00
	LEC140719	(Non-Homestead) - Mowing Code	8/6/2015	Order Imposing Fine recorded			
District 1		114 Ponce De Leon	2/16/2017	Board directed staff to send to CAO to begin foreclosure proceedings			
6/3/2016	15-045	T R. Lebrun	7/16/2015	Board heard case.	\$4,860.00		
	LEC150106	(Honestead) Junk Code	11/16/2016	Order Imposing Fine recorded			
District 2		1567 Van Delia Road	6/17/2020	In compliance, Fine Unpaid			
			6/15/2021	Reminder letter mailed			
7/30/2015	15-050	Vero Atlantic 2 LLC	7/16/2015	Board heard case.		\$10,000.00	
	LEC150204	(Non-Homestead) - Mowing Code		Order Imposing Fine recorded		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
District 5		2065 Foshalee Drive		New owner of record			
				Reminder letter mailed			
			<u> </u>	Staff inspected property, Not in Compliance			
				1 1			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD FINE AMOUNT	REFERRED TO CAO
						THVE THVIOCIVI	CHO
8/31/2015	15-055	Wesley K. Messer	8/20/2015	Board heard case.	\$10,000.00		
	LEC150677	(Homestead) - Mowing Code	12/11/2015	Order Imposing Fine recorded			
		3229 Gallant Fox Trail	6/11/2020	In Compliance, Fine Unpaid			
District 4			6/15/2021	Reminder letter mailed			
9/1/2015	15-062	Mellie Delores Clark	8/20/2015	Board heard case.			\$1,131,500.00
	LEC150675	(Non-Homestead) - Repeat Building Code	11/5/2015	Order Imposing Fine recorded			
District 4		6636 Tim Tam Trail	4/21/2016	The Board directed staff to refer to CAO to			
				begin foreclosure actions.			
8/31/2015	15-065	C.J. and Patricia Ann Johnson	8/20/2015	Board heard case.		\$10,000.00	
	LEC150167	(Non-Homestead) - Junk Code	11/5/2015	Order Imposing Fine recorded		. ,	
District 1		3624 Robin Road		Change in Homestead Status			
			3/16/2018	Per CAO, County cannot foreclose on this			
				property			
			6/15/2021	Reminder letter sent			
			8/18/2021	Staff inspected property Not in Compliance			
12/8/2015	15-070	Betty Sue Forbes	10/15/2015	Board heard case.	\$1,115.00		
	LEC150547	(Homestead) - Junk Code	12/11/2015	Order Imposing Fine recorded			
District 1		4297 Slash Pine Lane	1/5/2016	In Compliance. Fine unpaid			
			6/15/2021	Reminder letter mailed			
10/28/2015	15-091	Patricia Jenkins-Ward & Jerry Ward (new owners)	10/15/2015	Board heard case.			\$536,215.00
	LEC140642	(Non-Homestead) - Building Code	12/11/2015	Order Imposing Fine recorded			
District 2		10056 Spring Sink Road	1/19/2017	Board directed staff to send to CAO to begin			
				foreclosure proceedings			
				Sold at tax deed auction			
			9/7/2018	Received surplus of Tax Deed sale \$2,965.49			
10/28/2015	15-092	Robert C. Strong		Board heard case.	\$6,750.00		
	LEC150960	(Homestead) Repeat Junk Code	12/11/2015	Order Imposing Fine recorded			
District 1		1795 Monday Court	11/20/2015	In Compliance. Fine unpaid			
				Reminder letter mailed			
			8/18/2021	Staff inspected property Not in Compliance			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:	Crist ito		DATE:		FINE AMOUNT		REFERRED TO
						FINE AMOUNT	CAO
3/1/2016	16-016	Donald Rushing	2/18/2016	Board heard case.	\$10,000.00		
	LEC150951	(Homestead) - Junk Code	6/6/2016	Order Imposing Fine recorded			
District 1		805 Brent Drive	6/15/2021	Reminder letter mailed			
			8/27/2021	Staff inspected property Not in Compliance			
3/31/2016	16-036	Cynthia Garcia-Borjas (new owner)	3/17/2016	Board heard case.		\$10,000.00	
	LEC151149	(Non-Homestead) - Mowing Code	6/6/2016	Order Imposing Fine recorded		,	
District 2		7498 Southern Country Lane		Per CAO, County is unable to foreclose on this			
		•		property			
				Reminder letter mailed			
			8/19/2021	New owner of record			
			9/15/2021	Staff inspected property Not in Compliance			
8/3/2016	16-068	Peter F. Phillips	7/21/2016	Board heard case.	\$10,000.00		
	LEC160173	(Homestead) - Junk Code	11/16/2016	Order Imposing Fine recorded			
District 3		4118 Sonnet Drive	7/1/2020	In Compliance. Fine Unpaid			
			6/15/2021	Reminder letter mailed			
6/6/2016	16-071	Margarito Rivas Carranza (New Owner)	5/19/2016	Board heard case.			\$2,915.39
	LEC160171	(Non-Homestead) - Junk Code	7/22/2016	Order Imposing Fine recorded			
District 2		7519 Big Horn St	4/19/2018	The Board directed staff to refer to CAO to			
				begin foreclosure actions.			
			2/18/2021	Sold at Tax Auction. Surplus \$7084.61			
				Staff inspected property Not in Compliance			
8/3/2016	16-077	Michael John Reyes (new owner)	7/21/2016	Board heard case.		\$10,000.00	
0,3,2010	LEC160273	(Non-Homestead)-Junk Code		Order Imposing Fine recorded		Ψ10,000.00	
District 2	220100270	424 Ravensview Drive		Property sold, new owner			
				Reminder letter sent			
				Staff inspected property Not in Compliance			
8/3/2016	16.079	Jon Steven Goldstein		Board heard case.		\$10,000.00	
8/3/2016	LEC160268					\$10,000.00	
District 2	LEC100208	(Non- Homestead) - Junk Code		Order Imposing Fine recorded Per CAO, County cannot proceed with			
District 2		9213 Bartlett Lane	4/24/2018	foreclosure due to superior mortgage			
			6/15/2021	Reminder letter sent			
				Staff inspected property Not in Compliance			
			12/13/2021	starr inspected property for in Compliance			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD	REFERRED TO
						FINE AMOUNT	CAO
8/3/2016	16-080	Susan Kennedy	7/21/2016	Board heard case.	\$10,000.00		
	LEC160081	(Homestead)-Junk Code	11/16/2016	Order Imposing Fine recorded			
District 5		2193 Pineland Drive	1/30/2020	In Compliance. Fine unpaid			
			6/15/2021	Reminder letter sent			
11/7/2016	16-112	Wendell Lee Henderson, Sr.	10/20/2016	Board heard case.			\$10,000.00
	LEC160221	(Non-Homestead) - Junk Code	9/7/2017	Order Imposing Fine recorded			
District 2		4778 Preston Johnson Rd	4/18/2019	Nusiance Abatement Board approved abatement			
			9/4/2019	Property Abated. In Compliance. Fine			\$4,256.25
				Reminder letter sent			
			3/10/2020	Referred to CAO to begin foreclosure actions.			
9/28/2016	16 110	Michael & Theresa Smith	0/15/2016	Board heard case.	\$10,000.00		
9/28/2010	LEC160313	(Homestead) - Junk Code		Order Imposing Fine recorded	\$10,000.00		
District 5	LEC100313	4890 Chaires Cross Rd		Reminder letter mailed			
District 5		4690 Charles Closs Ru		Staff inspected property Not in Compliance			
9/28/2016		Raymond & Makeith Brown		Board heard case.		\$10,000.00	
	LEC160723	(Non-Homestead) Junk Code		Order Imposing Fine recorded			
District 3		4224 Carnwath Road	8/7/2018	Per CAO, County cannot proceed with			
				foreclosure due to superior mortgage			
			12/10/2019	In Compliance. Fine unpaid			
			6/15/2021	Reminder letter mailed			
11/7/2016	16-121	Barbara Jean Lovett	10/20/2016	Board heard case.	\$10,000.00		
	LEC160498	(Homestead) - Junk	2/2/2018	Order Imposing Fine recorded			
District 1		1454 Craft Drive	6/15/2021	Reminder letter sent			
			11/19/2021	Staff inspected property Not in Compliance			
11/7/2016	16-131	Kimberly Wade	10/20/2016	Board heard case.	\$10,000.00		
	LEC160581	(Non-Homestead) - Junk Code	9/7/2017	Order Imposing Fine recorded			
District 2		214 Beth Circle		Reminder letter mailed			
			9/30/2021	Change in homestead status			
				Staff inspected property Not in Compliance			

ORDER DATE:	CASE NO.:		STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON- HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
11/7/2016	16-136	Johnston Noble	10/20/2016	Board heard case.		\$10,000.00	
	LEC151043	(Non-Homestead) - Junk Code		Order Imposing Fine recorded		+,	
District 2		1319 Bayberry Drive		Per CAO, County cannot proceed with foreclosure due to superior mortgage			
			6/15/2021	Reminder letter mailed			
				In Compliance, Fine Unpaid			
12/8/2016	16-149	Vincent M. Smith	11/17/2016	Board heard case.		\$287,000.00	
	LEC160684	(Non-Homestead) - Building Code	9/7/2017	Order Imposing Fine recorded			
District 2		2168 Hickory Lane	1/24/2020	Per CAO, County cannot proceed with foreclosure due to superior mortgage			
			4/9/2020	In Compliance, Fine Unpaid			
			6/15/2021	Reminder letter mailed			
12/1/2017	17-001	Renee M. Gadson	11/16/2017	Board heard case.	\$10,000.00		
	LEC160891	(Non-Homestead) - Junk Code	3/15/2018	Order Imposing Fine recorded			
District 1		215 Ponce De Leon	6/15/2021	Reminder letter mailed			
			9/30/2021	Change in homestead status			
			11/19/2021	Staff inspected property Not in Compliance			
2/28/2017	17-013	William K. Cone	2/16/2017	Board heard case.		\$285,000.00	
	LEC160418	(Non-Homestead) - Building Code	9/7/2017	Order Imposing Fine recorded			
		9742 Snail Street	9/19/2019	Nuisance Abatement Board approved abatement.			
			7/16/2020	Property Abated by County. In Compliance		\$11,145.00	
4/5/2017	17-017	Vero Atlantic 2 LLC	3/16/2017	Board heard case.		\$10,000.00	
	LEC160618	(Non-Homestead) - Junk Code	9/7/2017	Order Imposing Fine recorded			
District 5		2065 Foshalee Drive	3/15/2018 and 2/4/2020	Per CAO, County cannot proceed with foreclosure due to superior mortgage			
				Notice of Public Nuisance mailed			
				New owner of record			
				Reminder letter mailed			
			7/30/2021	Staff inspected property, Not in Compliance			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT		REFERRED TO
						FINE AMOUNT	CAO
4/5/2017		Vero Atlantic 2 LLC		Board heard case.		\$364,750.00	
	LEC161211	(Non-Homestead) - Building Code		Order Imposing Fine recorded			
District 5		2065 Foshalee Drive		Per CAO, County cannot proceed with			
			2/4/2020	foreclosure due to superior mortgage			
			2/14/2020	Notice of Public Nuisance mailed			
			3/17/2021	New owner of record			
			6/15/2021	Reminder letter mailed			
			7/30/2021	Staff inspected property, Not in Compliance			
5/18/2017	17-026	Vikas Kapoor	5/18/2017	Board heard case.		\$408,500.00	
	LEC170419	(Non-Homestead) - Repeat Junk Code	9/7/2017	Order Imposing Fine recorded			
District 2		5608 Westview Lane	6/16/2021	Reminder Letter mailed			
			11/19/2021	Staff inspected property Not in Compliance			
5/9/2017	17-034	Matthew & Agnes Thompson	4/20/2017	Board heard case.		\$10,000.00	
		(Non-Homestead) - Junk Code	9/7/2017	Order Imposing Fine recorded		, ,	
District 3		6534 N Meridian Rd		Reminder letter sent			
			9/7/2021	Staff inspected property Not in Compliance			
6/15/2017	17-035	Vikas Kapoor	5/18/2017	Board heard case.		\$385,000.00	
		(Non-Honestead) - Repeat Junk Code		Order Imposing Fine recorded		, ,	
District 2		384 Inkwood Lane		Reminder letter mailed			
				Staff inspected property Not in Compliance			
5/9/2017	17-041	Vikas Kapoor	4/20/2017	Board heard case.		\$399,000.00	
		(Non-Homestead)-Repeat Minimum		Staff inspected property Not in Compliance		4000,000000	
	220170270	Housing	0,20,201,	Start inspected property from the Complement			
District 1		8417 Sand Ridge Court	9/7/2017	Order Imposing Fine recorded			
			6/17/2021	Reminder Letter			
5/9/2017	17-042	Verna L. Stokes	4/20/2017	Board heard case		\$366,500.00	
		(Non-Homestead) - Building	6/29/2017	LB1700697 issued			
		3025 Baron Lane		Order Imposing Fine recorded			
District 1				Reminder Letter Sent			
			8/18/2021	Staff inspected property Not in Compliance			
				_			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:	CASE IVO.		DATE:	STATES.	FINE AMOUNT		REFERRED TO
21112.						FINE AMOUNT	CAO
6/15/2017	17-043	Sharon Fuda-Nickyson (New owner)	5/18/2017	Board heard case.		\$10,000.00	
	LEC170047	(Non-Homestead) - Junk Code	9/7/2017	Order Imposing Fine recorded			
District 1		6017 Button Willow Ln	12/10/2019	In Compliance, Fine Unpaid			
			3/3/2021	New owner of record			
			6/15/2021	Reminder letter sent			
6/15/2017	17-045	Sharon Fuda-Nickyson (New owner)	5/18/2017	Board heard case.		\$384,750.00	
	LEC170061	(Non-Homestead) - Building Code	9/7/2017	Order Imposing Fine recorded			
District 1		6017 Button Willow Ln	3/3/2021	New owner of record			
			6/15/2021	Reminder letter sent			
			7/30/2021	Staff inspected property Not in Compliance			
6/15/2017	17-049	Beverly Beaumont Revocable Trust	5/18/2017	Board heard case.		\$3,565.00	
0,10,201,	LEC161019	(Non-Homestead) - Junk Code		Order Imposing Fine recorded		φε,ε σε.σσ	
District 2		712 Merry Robin Rd	3/29/2018	In Compliance. Fine unpaid			
			6/16/2021	Reminder letter sent			
6/15/2017	17-052	Dorothy Sadler Estate	5/18/2017	Board heard case.		\$10,000.00	
	LEC161012	(Non-Homestead) - Mowing Code	9/7/2017	Order Imposing Fine recorded		. ,	
District 2		261 Pond Pine Street		Per CAO, County is unable to foreclose on this			
				property			
			10/26/2018	In Compliance. Fine unpaid			
			6/16/2021	Reminder letter mailed			
6/15/2017	17-053	Dorothy Sadler Estate	5/18/2017	Board heard case.		\$10,000.00	
	LEC161013	(Non-Homestead) - Junk Code	9/7/2017	Order Imposing Fine recorded			
District 2		261 Pond Pine Street	10/21/2018	Per CAO, County is unable to foreclose on this			
				property			
				Reminder letter mailed			
			12/10/2021	Staff inspected property Not in Compliance			
6/15/2017		Hector Delao Irrevocable Family Trust		Board heard case.		\$384,750.00	
	LEC161118	(Non-Homestead)		Staff inspected property Not in Compliance			
District 2		2366 (2370) Natural Bridge		Order Imposing Fine recorded			
		Minimum Housing		New owner of record			
			6/16/2021	Reminder Letter			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD	REFERRED TO
						FINE AMOUNT	CAO
8/28/2017		Jodie Smith		Board heard case.		\$208,000.00	
	LEC170148	(Non-Homestead) - Building Code		Order Imposing Fine recorded			
District 2		1027 Nature Trail Way	11/30/2017	Permit Issued (LB1701337)			
			12/24/2019	In Compliance. Fine Unpaid			
			6/16/2021	Reminder Letter			
11/2/2017	17-101	Kismet III LLC	10/19/2017	Board heard case		\$5,420.00	
	LEC170512	(Non-Homestead) - Junk Code	7/17/2018	Order Imposing Fine recorded			
District 1		3420 Springhill Rd	6/16/2021	Reminder letter sent			
			7/14/2021	In Compliance. Fine unpaid			
4/23/2018	17-110	Daniel Rentz, Kelly Rentz & Clarence Rentz	3/15/2018	Board heard case	\$10,000.00		
	LEC170974	(Homestead) - Junk Code		Order Imposing Fine recorded	+		
District 2		838 Friar Tuck Rd		Reminder letter mailed			
			12/10/2021	Staff inspected property Not in Compliance			
1/3/2018	17-137	Troy Law	11/16/2017	Board heard case		\$10,000.00	
2/23/2018	LEC170140	(Non-Homestead) - Junk Code	6/14/2018	Order Imposing Fine recorded			
		3396 Whippoorwill Drive	8/4/2021	Reminder letter sent			
District 2			11/3/2021	Staff inspected property Not in Compliance			
12/1/2017	17-140	Larry Shaffer, Sharon Shaffer & Andrew	11/16/2017	Board heard case		\$275,000.00	
		Bracewell					
	LEC170488	(Non-Homestead) - Building Code	1/22/2020	Order Imposing Fine recorded			
District 2		3367 Whippoorwill Drive	6/16/2021	Reminder letter sent			
			8/30/2021	Staff inspected property Not in Compliance			
5/2/2018	18-003	Rosealee Halcomb	4/19/2018	Board heard case.		\$10,000.00	
	LEC161203	(Non-Homestead) - Junk Code	5/7/2020	Order Imposing Fine recorded			
District 2		532 Leo Drive	8/4/2021	Reminder letter mailed			
			12/10/2021	Staff inspected property Not in Compliance			
2/23/2018	18-014	Tiger Tale LLC (New Owner)	2/15/2018	Board heard case.		\$1,332.34	
	LEC170600	(Non-Homestead) - Mowing Code	6/4/2018	Order Imposing Fine recorded			
District 5		2007 Plantation Forest Drive		Sold at Tax Deed Auction. Surplus \$8667.66.			
				Received			
			7/30/2021	Staff inspected property Not in Compliance			
			8/4/2021	Reminder letter mailed			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD	REFERRED TO
						FINE AMOUNT	CAO
2/23/2018	18-016	Ray Perry	2/15/2018	Board heard case.		\$44,222.50	
	LEC171206	(Non-Homestead)- Building Code		Order Imposing Fine recorded			
District 1		419 Moonlit Trace	4/19/2018	Nuisance Abatement Board approved abatement			
		Buidling Code	8/2/2018	Property abated. In Compliance. Fine unpaid		\$7,472.50	
			8/4/2021	Reminder letter sent			
3/16/2018	18-018	Ronald Glover & Misty Cumby	2/15/2018	Board heard case.		\$321,500.00	
B/10/2010	LEC170429	(Non-Homestead) - Building Code		Order Imposing Fine recorded		ψε Ξ1 ,εσσίσσ	
District 2		9530 Lance Road		Per CAO, County cannot proceed with			
				foreclosure due to superior mortgage			
			6/16/2021	Reminder letter sent			
			8/30/2021	Staff inspected property Not in Compliance			
5/2/2018	18-038	Ed Michael Jefferson	4/19/2018	Board heard case		\$10,000.00	
	LEC180031	(Non-Homestead) - Junk Code	3/22/2019	Order Imposing Fine recorded			
District 1		4060 Buster Road		Reminder letter sent			
			8/18/2021	Staff inspected property Not in Compliance			
8/22/2018	18-039	Owner Redacted	4/19/2018	Board heard case.	\$10,000.00		
	LEC170860	(Homestead) - Junk Code	7/16/2018	Order Imposing Fine recorded	,		
District 1		4285 Slash Pine Lane		Reminder letter sent			
			8/27/2021	Staff inspected property Not in Compliance			
8/27/2018	18-042	Elaine D. Harper	8/16/2018	Board heard case		\$267,750.00	
	LEC170754	(Non-Homestead) - Building Code		Order Imposing Fine recorded		. ,	
District 1		1605 Partridge Drive		Reminder letter sent			
		_	12/15/2021	Staff inspected property Not in Compliance			
5/2/2018	18-043	David Kauffman	4/19/2018	Board heard case.	\$304,250.00		
2,2,2010	LEC171202	(Homestead) - Building Code		LB1800630 issued. 90 days to obtain approved	\$231,220.00		
		_		inspections			
District 4	_	9821 Thunder Hill Trail		Order Imposing Fine recorded			
				Reminder letter sent			
			9/7/2021	Staff checked computer records. Building Final			
				has not been approved. Not in Compliance			

ORDER	CASE NO.:	I	STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:	GI ISE I VOII		DATE:		FINE AMOUNT		REFERRED TO
						FINE AMOUNT	CAO
8/22/2018	18-045	Owner Redacted	4/19/2018	Board heard case.	\$310,250.00		
	LEC170892	(Homestead) - Minimum Housing Code	5/10/2018	Staff inspected property Not in Compliance			
District 1		4285 Slash Pine Lane	5/17/2018	Order Imposing Fine recorded			
			6/16/2021	Reminder letter sent			
6/22/2018	18-053	Mustafa Hatim	5/17/2018	Board heard case.	\$10,000.00		
	LEC170985	(Homestead) - Junk Code	8/6/2018	Order Imposing Fine recorded			
District 5		8709 Manchester Court	6/16/2021	Reminder letter mailed			
			8/18/2021	In Compliance. Fine Unpaid			
6/22/2018	18-054	Eugene W. Thompson, Jr. & Florestine W.	5/17/2018	Board heard case.	\$10,000.00		
		Thompson Estate			. ,		
	LEC171034	(Homestead) - Junk Code	8/6/2018	Filed Order Imposing Fine			
District 1		1416 Bahia Drive	6/16/2021	Reminder letter mailed			
			8/18/2021	Staff inspected property Not in Compliance			
8/27/2018	18-061	West Haven Mortgage LLC	8/16/2018	Board heard case.		\$10,000.00	
	LEC170238	(Non-Homestead) - Junk	1/8/2019	Order Imposing Fine recorded			
District 2		8071 Ida Road	6/16/2021	Reminder letter sent			
			12/10/2021	In Compliance. Fine Unpaid			
8/27/2018	18-065	Jim A. Leslie	8/16/2018	Board heard case.		\$10,000.00	
	LEC180169	(Non-Homestead) Junk	1/8/2019	Order Imposing Fine recorded			
District 4		12131 Wilderness Drive	4/8/2019	Per CAO, County is unable to foreclose on this			
				property			
			6/16/2021	Reminder letter mailed			
			10/27/2021	Staff inspected property Not in Compliance			
8/27/2019	18-069	William Dale Dupree	8/16/2018	Board heard case		\$75,500.00	
	LEC171107	(Non-Homestead) - Building Code	10/9/2018	Order Imposing Fine recorded			
		3234 Yorktown Drive	2/21/2019	Nuisance Abatement Board heard approved			
				abatement		** ***	
District 3			7/25/2019	Property Abated. In Compliance. Fine		\$2,822.50	
			6/16/2021	Reminder letter sent			

ORDER DATE:	CASE NO.:		STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON- HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
8/27/2019	18-070	William Dale Dupree	8/16/2018	Board heard case		\$8,642.50	
	LEC180189	(Non-Homestead) - Mowing Code	10/9/2018	Order Imposing Fine recorded			
		3234 Yorktown Drive	2/21/2019	Nuisance Abatement Board approved abatement			
District 3			4/17/2019	Property Abated. In Compliance. Fine		\$1,647.50	
			6/16/2021	Reminder letter sent			
9/11/2018	18-078	Anthony A. Belk	8/16/2018	Board heard case	\$239,500.00		
	LEC170884	(Homestead) - Building	3/8/2019	Order Imposing Fine recorded			
District 2		1255 Poplar Drive	6/10/2021	Property Abated. In Compliance. Fine	\$21,160.00		
8/27/2018	18-082	Judy G. and James N. Daniels	8/16/2018	Board heard case		\$5,525.00	
	LEC170763	(Non-Homestead) - Junk Code	2/21/2019	Order Imposing Fine recorded			
District 5		5879 Deer Park Circle	2/28/2019	In Compliance. Fine unpaid			
			6/16/2021	Reminder letter sent			
11/5/2018	18-096	Niketa Murray & Kimberly Holland (New Owners)	10/18/2018	Board heard case		\$261,750.00	
	LEC180818	(Non-Homestead) - Repeat Junk Code	11/16/2018	Order Imposing Fine recorded			
District 1		0 Bishop Road	3/11/2021	New owner of record			
			6/16/2021	Reminder letter mailed			
			7/30/2021	In Compliance. Fine unpaid			
11/5/2018	18-108	Randall L. Schimek	10/18/2018	Board heard case		\$10,000.00	
	LEC180490	(Non-Homestead) - Junk Code	3/25/2019	Order Imposing Fine recorded			
District 5		11293 Turkey Roost Road	6/16/2021	Reminder letter mailed			
			8/18/2021	Staff inpsected property Not in Compliance			
12/17/2018	18-117	Ed Michael Jefferson	11/15/2018	Board heard case		\$10,000.00	
	LEC180308	(Non-Homestead) - Junk Code	4/18/2019	Order Imposing Fine recorded			
District 1		2982 Lilly Road	6/14/2021	Reminder letter sent			
			8/27/2021	Staff inpsected property Not in Compliance			
12/17/2018	18-118	J. Boston (New Owner)	11/15/2018	Board heard case.		\$10,000.00	
	LEC180165	(Non-Homestead) - Junk Code	2/26/2019	Order Imposing Fine recorded			
District 2		1609 Lemonwood Court	9/16/2020	New owner of record			
			6/16/2021	Reminder letter sent			
			11/10/2021	Staff inpsected property Not in Compliance			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:	CASE IVO		DATE:	STATES.	FINE AMOUNT		REFERRED TO
						FINE AMOUNT	CAO
12/17/2018	18-120	J. Boston (New Owner)	11/15/2018	Board heard case.		\$247,000.00	
	LEC180327	(Non-Homestead) - Building Code	2/26/2019	Order Imposing Fine recorded			
District 2		1609 Lemonwood Court	9/16/2020	New owner of record			
			6/16/2021	Reminder letter sent			
			11/10/2021	Staff inpsected property Not in Compliance			
12/17/2018	18-121	Vikas Kapoor	11/15/2018	Board heard case		\$10,000.00	
	LEC180661	(Non-Homestead) - Mowing Code	1/22/2019	Order Imposing Fine recorded			
District 2		384 Inkwood Ln	12/12/2019	In compliance, Fine Unpaid			
			6/16/2021	Reminder letter sent			
12/17/2018	18-124	Hattie F. Chavis Estate	11/15/2018	Board heard case		\$247,000.00	
	LEC180539	(Non-Homestead) - Building Code		Order Imposing Fine recorded		. ,	
District 1		818 Tram Road	.	Reminder letter sent			
			6/25/2021	Staff inpsected property Not in Compliance			
2/13/2019	18-133	Enrique Almanza & Rosalinda Pizano	1/17/2019	Board heard case		\$10,000.00	
	LEC180241	(Non-Homestead) - Junk Code	10/18/2019	Order Imposing Fine recorded			
District 2		7329 Wagon Trail Lane	6/17/2020	In Compliance, Fine Unpaid			
			6/16/2021	Reminder letter mailed			
2/13/2019	18-151	Gwan Reed (New Owner)	1/17/2019	Board heard case		\$57,000.00	
	LEC180128	(Non-Homestead) Building Code		Demo permit issued (LB1900128)		φε,,σσσ.σσ	
0,10,10,2		2643 Pin Oak Lane		Order Imposing Fine recorded			
District 1		20 to 1 m our zune		New Owner Letter			
			3/18/2020	In Compliance, Fine Unpaid			
			6/16/2021	Reminder letter sent			
3/12/2019	19-006	Distressed Property Solutions (New Owner)	2/21/2019	Board heard case		\$1,130.00	
	1, 000	Disacessed Froperty Serutions (Fig. 8 wher)	2/21/2019	Don't near a case		ψ1,120.00	
	LEC171153	(Non-Homestead) - Junk Code	10/8/2019	In Compliance. Fine unpaid			
District 3		4505 Zonker Court		Order Imposing Fine recorded			
				Reminder letter sent			
			11/18/2021	Board reduced fine to \$1130 to be paid within			
				30 days or will revert to original fine amount of			
				\$6400.00			

CASE NO:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
CASE NO			STATES.			REFERRED TO
		21112.			FINE AMOUNT	CAO
19-011	Robert & Susan McMillan	2/21/2019	Board heard case		\$4,755.00	
LEC180826	(Non-Homestead) - Junk Code	4/18/2019	Nuisance Abatement Board approved abatement			
	9227 Courtney Lane	8/22/2019	Property Abated. In Compliance. Fine		\$4,628.75	
		6/16/2021	Reminder letter sent			
19-014	Ronald W. Cooper	2/21/2019	Board heard case		\$10,000.00	
LEC180966	(Non-Homestead) - Junk Code	10/18/2019	Order Imposing Fine recorded		. ,	
	4505 Bellarose E					
		12/10/2021	Staff inspected property Not in Compliance			
19-021	John Henry Ross	2/21/2019	Board heard case		\$10,000.00	
LEC180343					1 2,222	
	r e		1 0			
			possible foreclosure action			
19-022	John Henry Ross	2/21/2019	Board heard case		\$225,750.00	
LEC180352	(Non-Homestead) - Building Code	10/18/2019	Order Imposing Fine recorded			
	2671 Pinenoll Drive	10/18/2021	Staff inspected property Not in Compliance			
		10/21/2021	Board directed staff to send the first notice of			
			possible foreclosure action			
19-024	Charles S. Elul & Herbert L. Cox	2/21/2019	Board heard case		\$167,500.00	
LEC180530	(Non-Homestead) - Building Code	3/24/2020	Order Imposing Fine recorded			
	1828 Deer Tree Drive	6/16/2021	Reminder letter sent			
		9/3/2021	In Compliance, Fine Unpaid			
19-028	Robert C. Strong	2/21/2019	Board heard case	\$490,000.00		
LEC190069	(Homestead) Repeat Junk Code	3/20/2019	Order Imposing Fine recorded			
	1795 Monday Court	6/16/2021	Reminder letter sent			
		8/18/2021	Staff inspected property Not in Compliance			
19-033	Allene Faircloth	2/21/2019	Board heard case		\$6,000.00	
LEC190112	(Non-Homestead) - Repeat Junk Code	3/13/2019	In Compliance. Fine unpaid			
	5036 Tillie Lane	3/20/2019	Order Imposing Fine recorded			
		6/16/2021	Reminder letter sent			
		11/23/2021	Change in Homestead Status			
	19-014 LEC180966 19-021 LEC180343 19-022 LEC180352 19-024 LEC180530 19-028 LEC190069	19-011 Robert & Susan McMillan	DATE: DATE:	DATE: DATE: DATE:	DATE: DATE: FINE AMOUNT	DATE: DATE: FINE AMOUNT HOMESTEAD FINE AMOUNT 19-011 Robert & Susan McMillan 2-211/2019 Board heard case 3-475.00 4718/2019 Nuisance Abatement Board approved abatement 3-475.00 4718/2019 0718/2019

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD	REFERRED TO
						FINE AMOUNT	CAO
3/12/2019	19-034	Alvaro Jordan Navarro		Board heard case		\$0.00	
	LEC190087	(Non-Homestead) Repeat Building Code		Order Imposing Fine recorded			
		425 Ravensview Drive	7/18/2019	Nuisance Abatement Board approved			
District 2				abatement.			
				Property abated. In Compliance. Fines		\$9,337.50	
				New owner of record			
			2/18/2021	Board reduced CEB lien to \$550.00 or reverts to			
			2/10/2021	\$164,500.00 \$550.00 for CEB lien paid in full. NAB lien			
			5/10/2021	remains in effect			
4/13/2019		John Mortensen		Board heard case	\$120.00		
7/31/2019	LEC180559	(Homestead) - Junk Code		Order Imposing Fine recorded			
		5297 Key Deer Drive	11/7/2019	In Compliance. Fine unpaid			
District 2				Reminder letter sent			
			8/19/2021	Board reduced fine to \$120.00 to be paid within			
				6 months or reverts to original fine amount of			
				\$2480.00			
5/10/2019		Elmarie Hawkins		Board heard case	\$10,000.00		
	LEC170051	(Homestead) - Junk Code		Order Imposing Fine recorded			
District 1		6033 Button Willow		Reminder letter sent			
			7/28/2021	Staff inspected property Not in Compliance			
7/31/2019	19-045	Elmarie Hawkins	7/18/2019	Board heard case	\$153,000.00		
	LEC140559	(Homestead) - Building Code	3/24/2020	Order Imposing Fine recorded			
District 1		6033 Button Willow		Reminder letter sent			
			7/28/2021	Staff inspected property Not in Compliance			
4/3/2019	19-048	Marilyn Chason & Ira Chason	3/21/2019	Board heard case		\$10,000.00	
	LEC180590	(Non-Homestead) - Junk Code		Order Imposing Fine recorded		7-2,220.00	
District 5	2 2 2 2 2 2	6262 Williams Road		Reminder letter sent			
				Staff inspected property Not in Compliance			
4/3/2019	19-049	Marilyn Chason & Ira Chason	3/2.1/2.019	Board heard case		\$10,000.00	
., e, 2019	LEC180591	(Non-Homestead) - Mowing Code		Order Imposing Fine recorded		#10,000.00	
District 5		6262 Williams Road		Reminder letter sent			
2.5011010				Staff inspected property Not in Compliance			
			0,10,2021				

EC180604 D-052	Barney Earl Crutchfield (Non-Homestead) - Junk Code 207 Francis Maples Drive		Board heard case	FINE AMOUNT	FINE AMOUNT	REFERRED TO CAO
EC180604 D-052	(Non-Homestead) - Junk Code					CAO
EC180604 D-052	(Non-Homestead) - Junk Code					
D-052	,	9/24/2019			\$10,000.00	
0-052	207 Francis Maples Drive		Order Imposing Fine recorded			
		7/26/2021	Reminder letter sent			
		7/28/2021	Staff inspected property Not in Compliance			
FC190056	Robert & Susan McMillan	3/21/2019	Board heard case		\$32,000.00	
20170030	(Homestead) - Building Code	4/18/2019	Nuisance Abatement Board approved abatement		,	
	9227 Courtney Lane	8/22/2019	Property Abated. In Compliance. Fine		\$4,628.75	
		6/21/2021	Reminder letter sent			
-053	Wendell Lee Henderson Sr	3/21/2019	Board heard case			\$41,257.50
						ψ+1,237.30
	4778 Preston Johnson Road	8/22/2019	Property Abated. In Compliance. Fine			
						\$4,256.25
			*			
		6/16/2021	Reminder letter sent			
0-054	Vikas & Kairi Kapoor	4/18/2019	Board heard case		\$10,000.00	
EC190237	(Non-Homestead) Repeat Junk Code	5/17/2019	Order Imposing Fine recorded			
	16945 Lake Christiana Court	6/21/2021	Reminder letter sent			
		12/10/2021	Staff inspected property Not in Compliance			
0-062	Frederick P. Jagels	4/18/2019	Board heard case		\$211,000.00	
	9	7/18/2019	Board heard Request for Extension of Time -			
	,		Denied			I
	9133 Bearington Drive	7/31/2019	Order Imposing Fine recorded			
		6/16/2021	Reminder letter sent			
		9/2/2021	Staff inspected property Not in Compliance			
0-069	Larry W Bishop & Jennifer Bishop Allen	5/16/2019	Board heard case		\$10,000.00	
EC190077		8/9/2019	Order Imposing Fine recorded			
	928 Jessica Street		1 0			
		9/2/2021	Staff inspected property Not in Compliance			
			· · · · · · -			
)- E(053 C190048 054 C190237 062 C110758	C190048 (Non-Homestead) - Building Code 4778 Preston Johnson Road O54 Vikas & Kairi Kapoor C190237 (Non-Homestead) Repeat Junk Code 16945 Lake Christiana Court O62 Frederick P. Jagels C110758 (Non-Homestead) - Building Code 9133 Bearington Drive O69 Larry W Bishop & Jennifer Bishop Allen C190077 (Non-Homestead) - Junk Code	C190048 Wendell Lee Henderson, Sr. 3/21/2019	6/21/2021 Reminder letter sent		6/21/2021 Reminder letter sent

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:	0110211011		DATE:		FINE AMOUNT		REFERRED TO
						FINE AMOUNT	CAO
5/31/2019	19-070	Larry W Bishop & Jennifer Bishop Allen	5/16/2019	Board heard case		\$205,750.00	
	LEC180745	(Non-Homestead) - Building Code	8/9/2019	Order Imposing Fine recorded			
District 2		928 Jessica Street	6/16/2021	Reminder letter sent			
			9/2/2021	Staff inspected property Not in Compliance			
			11/23/2021	Change in Homestead Status			
5/31/2019	19-075	Michael William Dunsford	5/16/2019	Board heard case		\$10,000.00	
	LEC180929	(Non-Homestead) - Mowing Code	9/24/2019	Order Imposing Fine recorded			
District 2		9305 Elgin Road	6/21/2021	Reminder letter sent			
		_	12/10/2021	Staff inspected property Not in Compliance			
5/31/2019	19-076	KPRM II LLC	5/16/2019	Board heard case		\$3,110.00	
	LEC181000	(Non-Homestead)- Junk Code	9/20/2019	Order Imposing Fine recorded			
District 1		4439 Lost Pine Dr	9/24/2019	In Compliance. Fine unpaid			
			6/16/2021	Reminder letter sent			
5/31/2019	19-083	Robert L. Hand	5/16/2019	Board heard case		\$10,000.00	
	LEC180782	(Non-Homestead) - Mowing Code	10/18/2019	Order Imposing Fine recorded			
District 2		244 Chinkapin Lane	6/16/2021	Reminder letter sent			
			12/10/2021	Staff inspected property Not in Compliance			
5/31/2019	19-085	Guadalupe Perez Martinez	5/16/2019	Board heard case		\$168,250.00	
	LEC180641	(Non-Homestead) - Building Code	5/7/2020	Order Imposing Fine recorded			
District 2		1111 Cottonwood Lane		Reminder letter sent			
			9/2/2021	Staff inspected property Not in Compliance			
7/31/2019	19-096	Eric and Dana McMahan	7/18/2019	Board heard case		\$10,000.00	
	LEC180278	(Non-Homestead) - Junk Code	9/24/2019	Order Imposing Fine recorded			
District 2		9515 Lance Road		Reminder letter sent			
			12/10/2021	Staff inspected property Not in Compliance			
7/31/2019	19-097	Margarito Rivas Carranza (New Owner)	7/18/2019	Board heard case		\$194,500.00	
	LEC190476	(Non-Homestead) - Building Code		Order Imposing Fine recorded		ŕ	
District 2		7519 Big Horn Street		New Owner of Record			
			6/16/2021	Reminder letter sent			
			11/10/2021	Staff inspected property Not in Compliance			

ORDER DATE:	CASE NO.:		STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON- HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
						TINE AMOUNT	CAO
9/4/2019	19-099	William Dale Dupree	8/15/2019	Board Heard case		\$28,750.00	
	LEC190684	(Non-Homestead) - Repeat Mowing Code	9/24/2019	Order Imposing Fine recorded		, ,	
District 3		3234 Yorktown Drive	11/1/2019	In Compliance. Fine unpaid			
			6/16/2021	Reminder letter sent			
9/4/2019	19-100	Archie W. White	8/15/2019	Board heard case		\$201,500.00	
	LEC190561	(Non-Homestead) - Repeat Junk Code	9/24/2019	Order Imposing Fine recorded		. ,	
District 1		806 Greenleaf Drive	6/16/2021	Reminder letter sent			
			8/27/2021	Staff inspected property Not in Compliance			
9/4/2019	19-101	Archie W. White	8/15/2019	Board heard case		\$181,750.00	
	LEC190562	(Non-Homestead) - Building Code	2/24/2020	Order Imposing Fine recorded			
District 1		806 Greenleaf Drive		Reminder letter sent			
			8/27/2021	Staff inspected property Not in Compliance			
9/4/2019	19-103	W Tenn of Tallahassee LLC	8/15/2019	Board heard case		\$144,250.00	
	LEC190312	(Non-Homestead) - Building Code	3/24/2020	Order Imposing Fine recorded		, ,	
District 3		5816 Lumberjack Lane	6/16/2021	Reminder letter sent			
		-	10/6/2020	Staff inspected property Not in Compliance			
9/4/2019	19-122	Aaron Hicks	8/15/2019	Board heard case		\$174,500.00	
	LEC180998	(Non-Homestead) - Building Code		Order Imposing Fine recorded		, , ,	
District 3		2825 Stokley Lane		Reminder letter sent			
				Staff inspected property Not in Compliance			
			11/23/2021	Change in Homestead Status			
9/4/2019	19-124	Tamecia Sapp	8/15/2019	Board heard case	\$16,000.00		
	LEC190707	(Homestead) - Repeat Junk Code	9/19/2019	Order Imposing Fine recorded			
District 3		4448 Blue Bill Pass	10/10/2019	In Compliance. Fine unpaid			
			6/16/2021	Reminder letter sent			
10/1/2019	19-129	Bessy Guardado (New owner)	9/19/2019	Board heard case		\$3,040.00	
	LEC190177	(Non-Homestead) - Junk Code	12/3/2019	Order Imposing Fine recorded			
District 2		8479 Bay Cedar Drive	1/23/2020	In Compliance. Fine unpaid			
			3/17/2021	New owner or record			
			6/16/2021	Reminder letter sent			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD FINE AMOUNT	REFERRED TO CAO
10/1/2019	19-130	Bessy Guardado (New owner)	9/19/2019	Board heard case			
	LEC180784	(Non-Homestead) - Junk Code		Order Imposing Fine recorded			
District 2		8479 Bay Cedar Drive	1/23/2020	In Compliance. Fine unpaid		\$3,040.00	
		•		New owner on record		. ,	
			6/16/2021	Reminder letter sent			
10/30/2019	19-158	Randy Lee and Alice V. Palmer	10/17/2019	Board heard case	\$10,000.00		
	LEC190873	(Homestead) - Mowing Code	1/22/2020	Order Imposing Fine recorded			
District 2		9640 Elgin Road	6/16/2021	Reminder letter sent			
		-	12/10/2021	Staff inspected property Not in Compliance			
10/30/2019	19-162	Randy Lee and Alice V. Palmer	10/17/2019	Board heard case	\$167,750.00		
	LEC190663	(Non-Homestead) Building Code	1/22/2020	Order Imposing Fine recorded			
District 2		1075 Rushwood Lane	6/16/2021	Reminder letter sent			
			12/10/2021	Staff inspected property Not in Compliance			
12/3/2019	19-165	Doris Simpson	11/21/2019	Board heard case		\$10,000.00	
	LEC190403	(Non-Homestead) Junk Code	5/7/2020	Order Imposing Fine recorded			
District 2		1416 Silver Saddle Dr	10/29/2020	Per CAO. County can not pursue foreclosure			
			6/16/2021	Reminder letter sent			
			9/15/2021	Staff inspected property Not in Compliance			
12/3/2019	19-167	Ma Del Socorro Rangel Soto	11/21/2019	Board heard case		\$10,000.00	
	LEC190412	(Non-Homestead) - Junk Code	1/22/2020	Order Imposing Fine recorded			
District 2		1520 Bareback Drive	6/16/2021	Reminder letter sent			
			9/10/2021	Staff inspected property Not in Compliance			
12/4/2019	19-168	Mirna Esperanza Landaverde Carsoza & Margarito Rivas Carranza	11/21/2019	Board heard case		\$10,000.00	
	LEC190538	(Non-Homestead) - Junk Code	3/24/2020	Order Imposing Fine recorded			
District 2		7510 Big Horn Street	6/16/2021	Reminder letter sent			
			11/10/2021	Staff inspected property Not in Compliance			
12/4/2019	19-173	Heather Crews-Schimek	11/21/2019	Board heard case		\$159,500.00	
	LEC190597	(Non-Homestead) - Building Code	3/24/2020	Order Imposing Fine recorded			
District 2		9055 Hardwood Lane	6/16/2021	Reminder letter sent			
			9/2/2021	Staff inspected property Not in Compliance			

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT		REFERRED TO
						FINE AMOUNT	CAO
12/4/2019	19-177	Lois R. Kelly Estate & Grover Godwin Estate	11/21/2019	Board heard case		\$10,000.00	
	LEC190501	(Non-Homestead) - Junk Code		Order Imposing Fine recorded			
District 2		1511 Daniel Lee Road		Reminder letter sent			
			11/17/2021	Staff inspected property Not in Compliance			
12/3/2019	19-179	Jennifer A. Tice	11/21/2019	Board heard case	\$7,171.00		
	LEC190292	(Homestead) - Junk Code	2/24/2020	Order Imposing Fine recorded			
District 2		2103 Oak Ridge Road E	8/21/2020	In Compliance, Fine Unpaid			
			6/16/2021	Reminder letter sent			
1/28/2020	20-009	John Coulter (New owner)	1/16/2020	Board heard case		\$10,000.00	
	LEC190783	(Non-Homestead) -Mowing Code	1	Order Imposing Fine recorded		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
		1008 Shady Wood Trl		New owner of record			
District 2			6/16/2021	Reminder letter sent			
			7/30/2021	Staff inspected property Not in Compliance			
1/28/2020	20-010	Amy Hogg	1/16/2020	Board heard case		\$10,000.00	
	LEC190559	(Homestead) - Junk Code	3/24/2020	Order Imposing Fine recorded			
District 3		5436 Grove Valley Road	7/27/2021	Reminder letter sent			
			9/2/2021	Staff inspected property Not in Compliance			
1/28/2020	20-011	Amy Hogg	1/16/2020	Board heard case		\$130,500.00	
	LEC190560	(Homestead) - Building Code	3/24/2020	Order Imposing Fine recorded		. ,	
District 3		5436 Grove Valley Road		Reminder letter sent			
		,	9/2/2021	Staff inspected property Not in Compliance			
1/28/2020	20-014	Ed Michael Jefferson	1/16/2020	Board heard case		\$151,000.00	
	LEC190789	(Non-Homestead) - Minimum Housing		Staff inspected property Not in Compliance		4-2-3,00000	
District 1		2982 Lilly Road		Order Imposing Fine recorded			
				Reminder letter sent			
1/28/2020	20-017	Michelle Hassler	1/16/2020	Board heard case		\$145,250.00	
1,20,2020	LEC190660	(Non-Homestead) - Building Code		Order Imposing Fine recorded		Ψ143,230.00	
District 3	220170000	2110 Longview Drive		Nuisance Abatement Board Heard case.			
			2,10,2021	Directed staff to pursue abatement			
			11/30/2021	Staff inspected property Not in Compliance			
			11/30/2021	Staff inspected property Not in Compliance			

ORDER DATE:	CASE NO.:		STATUS DATE:	STATUS:	HOMESTEAD FINE AMOUNT	NON- HOMESTEAD FINE AMOUNT	AMOUNT REFERRED TO CAO
3/6/2020	20-024	Game Outdoor LLC	2/20/2020	Board heard case		\$1,395.00	
	LEC190895	(Non-Homestead) - Junk Code	5/7/2020	Order Imposing Fine recorded			
District 5		6297 Creastwood Dr	5/13/2020	In Compliance. Fine Unpaid			
			8/6/2021	Reminder letter sent			
3/6/2020	20-025	Seminole Fish Farms Limited	2/20/2020	Board heard case		\$1,430.00	
	LEC190788	(Non-Homestead) - Junk Code	5/7/2020	Order Imposing Fine recorded			
District 3		10087 Blue Waters Rd	5/13/2020	In Compliance. Fine Unpaid			
			6/16/2021	Reminder letter sent			
11/3/2020	20-032	Daniel C. Kirschenbaum	10/15/2020	Board heard case		\$10,000.00	
727-220	LEC190823	(Non-Homestead) Junk Code		Order Imposing Fine recorded		, 10,000	
District 2		0 East Place		Reminder letter sent			
			12/8/2021	Staff inspected property Not in Compliance			
10/7/2021	20-040	Charles Clark & Betty Clark Estate	9/17/2020	Board heard case		\$10,000.00	
Dristrict 2	LEC200139	(Non-Homestead) Junk Code		Order Imposing Fine recorded		Ψ10,000.00	
Diistrict 2	EE 6200137	18095 Blountstown Hwy		Reminder letter sent			
		20070 210411500 (1211)	12/8/2021	In Compliance. Fine Unpaid			
9/8/2020	20.041	Anthony Belk	8/20/2021	Board heard case		\$61,500.00	
7/6/2020	LEC200131	(Non-Homestead) - Building Code		Order Imposing Fine recorded		ψ01,500.00	
District 2	LLC200131	1255 Poplar Dr.		Nuisance Abatement Board approved abatement			
District 2		Table Topaki 211	6/10/2021	Property Abated. In Compliance. Fine unpaid		\$14,945.00	
9/8/2020	20-042	Estate of Allene Faircloth	8/20/2020	Board heard case		\$239,500.00	
District 2	LEC200296	(Non-Homestead) Repeat Junk Code		Order Imposing Fine recorded		4-07,000000	
		5036 Tillie Lane		Reminder letter sent			
			9/2/2021	Staff inspected property, Not in compliance			
11/3/2020	20-043	Tamecia Sapp	10/15/2020	Board heard case	\$12,000.00	-	
District 3	LEC200334	(Homestead) - Repeat Junk Code		Order Imposing Fine recorded	,,		
		4448 Blue Bill Pass		Reminder letter sent			
10/7/2020	21-044	Donald Beach Clark	8/17/2020	Board heard case		\$10,000.00	
District 2	LEC200138	(Non-Homestead) - Junk Code		Order Imposing Fine recorded		\$20,000.00	
		18189 Blountstown Hwy		Reminder letter sent			
				Staff inspected property Not in Compliance			
				A A A V			

CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
		DATE:		FINE AMOUNT		REFERRED TO
					FINE AMOUNT	CAO
20-052	Doris Simpson	11/19/2020	Roard heard case		\$61,000,00	
					ψ01,000.00	
2200202	· · · ·		ž – Č			
20.052	Douis Simpson				\$10,000,00	
	*				\$10,000.00	
LEC200047			1 0			
	1410 Shver Saudie Drive					
			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
					\$6,715.00	
LEC200158	,		ž – Č			
	4020 Hals Circle					
		11/10/2021	Staff inspected property, Not in compliance			
21-011	Nationstar Mortgage dba Champion Mortgage	2/18/2021	Board heard case		\$28,750.00	
LEC200067	(Non-Homestead) APR Code	6/28/2021	Order Imposing Fine recorded			
	8081 Meridale Drive	12/8/2021	In Compliance. Fine Unpaid			
21-017	Kristopher Maurice Long	3/18/2021	Board heard case		\$5,420.00	
LEC200562	(Non-Homestead) - Junk Code	5/7/2021	Staff inspected property, Not in compliance			
	803 Brent Drive	5/27/2021	Order Imposing Fine recorded			
		8/3/2021	Reminder letter sent			
21-026	Kathy Reams	6/17/2021	Board heard case		\$2,270.00	
LEC200059	(Non-Homestead) Junk Code	8/3/2021	Staff inspected property, Not in compliance			
	1004 Backforest Lane					
21-028	Laura M. Smith	6/17/2021	Board heard case		\$3,640.00	
LEC200742	(Non-Homestead) - Junk Code	10/6/2021	Order Imposing Fine recorded			
	2154 Harriet Drive	11/2/2021	In Compliance. Fine Unpaid			
	21-017 LEC200562 21-026 LEC200059	LEC200202 (None-Homestead) - Building Code 1416 Silver Saddle Drive 20-053 Doris Simpson LEC200647 (Non-Homestead) - Mowing Code 1416 Silver Saddle Drive 21-004 Shawn E. Gallagher LEC200158 (Non-Homestead) Junk Code 4020 Hals Circle 21-011 Nationstar Mortgage dba Champion Mortgage LEC200067 (Non-Homestead) APR Code 8081 Meridale Drive 21-017 Kristopher Maurice Long LEC200562 (Non-Homestead) - Junk Code 803 Brent Drive 21-026 Kathy Reams LEC200059 (Non-Homestead) Junk Code 1004 Backforest Lane 21-028 Laura M. Smith LEC200742 (Non-Homestead) - Junk Code	LEC200202 (None-Homestead) - Building Code 5/28/2021 1416 Silver Saddle Drive 8/3/2021 20-053 Doris Simpson 11/19/2020 LEC200647 (Non-Homestead) - Mowing Code 5/28/2021 1416 Silver Saddle Drive 8/3/2021 21-004 Shawn E. Gallagher 1/21/2021 LEC200158 (Non-Homestead) Junk Code 5/28/2021 4020 Hals Circle 8/3/2021 21-011 Nationstar Mortgage dba Champion Mortgage 2/18/2021 LEC200067 (Non-Homestead) APR Code 6/28/2021 21-017 Kristopher Maurice Long 3/18/2021 LEC200562 (Non-Homestead) - Junk Code 5/7/2021 803 Brent Drive 5/27/2021 21-026 Kathy Reams 6/17/2021 LEC200059 (Non-Homestead) Junk Code 8/3/2021 21-028 Laura M. Smith 6/17/2021 LEC200742 (Non-Homestead) - Junk Code 10/6/2021	20-052 Doris Simpson	20-052 Doris Simpson	FINE AMOUNT Characteristics Fine Amount Fine Amoun

ORDER	CASE NO.:		STATUS	STATUS:	HOMESTEAD	NON-	AMOUNT
DATE:			DATE:		FINE AMOUNT	HOMESTEAD	REFERRED TO
						FINE AMOUNT	CAO
6/28/2021	21-033	Jim A. Leslie	6/17/2021	Board heard case		\$15,750.00	
	LEC200791	(Non-Homestead) - Building Code	8/3/2021	Staff inspected property, Not in compliance			
District 4		12131 Wilderness Dr	10/6/2021	Order Imposing Fine recorded			
9/16/2021	21-055	Gwuan Reed	8/19/2021	Board heard case		\$23,500.00	
	LEC210355	(Non-Homestead) Repeat Junk Code	10/19/2021	Order Imposing Fine recorded			
District 1		6009 Button Willow Lane					
					\$6,284,591.00	\$10,079,404.84	\$5,137,645.39
		GRAND TOTAL					\$21,501,641.23
		TOTAL NUMBER OF CEB CASES	175				
Updated: 12/14/2021							

COMPARISON OF CODE ENFORCEMENT BOARD ACTIVITY BY FISCAL YEAR

		I I IOOAL ILAI			
<u>ACTIVITY</u>	<u>16-17</u>	<u>17-18</u>	<u>18-19</u>	<u>19-20</u>	<u>20-21</u>
Breakdown of Cases Heard:					
EMA Code	1	0	0	0	6
Junk Code	53	63	90	43	52
Zoning	1	3	3	1	5
Building	5	9	11	3	4
Unsafe Building	15	13	27	9	5
Electrical Code	0	0	0	0	0
Minimum Housing	5	4	1	3	1
Mowing	16	14	18	6	3
Abandoned Property Registration	0	0	1	0	1
Refueling Assistance	0	0	0	0	1
Total Cases Heard by CEB					
	96	106	151	65	78
Cases Dismissed	0	2	2	0	0
Cases Withdrawn	0	0	0	0	0
In Compliance	0	0	0	0	0
Staff Reconsideration	0	0	2	0	0
Change of Ownership	0	0	0	0	0
Deadline not Expired	6	9	14	6	17
Cases Found in Compliance by CEB					
deadline	47	51	63	30	45
Cases not Found in Compliance by					
CEB deadline	39	40	49	26	14
Board Assessed Fines	\$526,995	\$526,475	\$1,088,015	\$1,174,436	\$573,940
Staff Recommended-Reductions	\$21,332	\$25,443	\$16,550	\$11,250	\$20,720
Board Action-Reductions	\$751,840	1,387,880	\$294,080	\$450,564	\$652,943
Fines Collected*	\$17,634	\$26,272	\$35,633	\$21,221	\$28,046

^{*} Fine Collection is not necessarily collected in the same fiscal year as assessed.

Leon County Board of County Commissioners

Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on the Implementation of Board Actions Taken on Addressing

Poverty and Inequities in 32304

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Human Services and Community Partnerships Abigail Sanders, Human Services Analyst

Statement of Issue:

As requested by the Board, this item provides a status report on the efforts to implement actions taken at the November 9, 2021 meeting regarding poverty and inequity in the 32304 zip code area and neighborhoods that have historically experienced disinvestment.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on the Implementation of Board Actions Taken on

Addressing Poverty and Inequities in 32304.

February 8, 2022

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Report and Discussion

Background:

As requested by the Board, this item provides a status report on the efforts to implement the actions taken at the November 9, 2021 meeting regarding poverty and inequity in the 32304-zip code area and neighborhoods that have historically experienced disinvestment.

This status report advances the following FY2022-FY2026 Strategic Initiative, which the Board approved at the January 24, 2022 Annual Retreat (subject to ratification by the Board):

• Work with the City of Tallahassee on the development and implementation of the Neighborhood First Program to engage residents and develop plans to address poverty and inequity in targeted neighborhoods including 32304 (2022-32)

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

- (Q2) Provide relevant and essential offerings thorough our libraries and community centers which promote literacy, life-long learning, and social equity.
- (Q5) Promote livability, health and sense of community by supporting strong neighborhoods, enhancing mobility, encouraging human scale development, and creating public spaces for people of all ages.

On November 9, 2021, the Board was provided a comprehensive report on programs, services, initiatives, and events adopted and implemented by the County and its community partners to address poverty and inequities in communities and neighborhoods within the 32304 zip code (Attachment #1). Additionally, the November 9th item presented plans developed by residents of the neighborhoods within the 32304 area in coordination with the City of Tallahassee (City) and provided recommendations to better coordinate, align, and enhance existing County programs and services with their plans to improve the neighborhoods. At that time, the Board approved the following recommendations:

- Direct staff to work with the City on the development and implementation of the Neighborhood First Program.
- Direct the prioritization of Promise Zone funding through the Community Human Services Partnership (CHSP) to programs that align with the Neighborhood First Plans.
- Collaborate with the City and the Mental Health Council of the Big Bend (Mental Health Council) to host a series of mental health outreach and training events within Neighborhood First Program neighborhoods.
- Direct staff to coordinate with the City on Library Programs that align with the Neighborhood First Plans when possible.

The Board further requested a status report on efforts to work with the City to develop and implement the actions taken on November 9th in three months and again in one year.

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Analysis:

Over the past few months, staff has worked closely with the City and other community partners to implement the actions taken by the Board. As directed, the following information is provided as a three month update.

The City's Neighborhood First Program works with residents and community stakeholders in targeted neighborhoods to develop plans to improve the social and economic outlook of the neighborhoods. The neighborhoods include Bond, Frenchtown, Griffin Heights, Providence, and South City. Plans have been developed and adopted for Bond, Frenchtown, and Griffin Heights. The City is currently engaging the Providence neighborhood to establish a Neighborhood First Plan. Since the Board's actions in November, County staff has been participating in the monthly meetings conducted by the City with the Bond Community Action Team, Frenchtown Community Action Team, and the Griffin Heights Community Action Team, respectively.

Each Community Action Team is comprised of residents, businesses, and community activists for each neighborhood. During the most recent meetings County staff took the opportunity to meet and greet the members of the teams. Within the next few months County staff will provide presentations on current County programs and services and receive feedback and input from the neighbors on opportunities to improve outreach and awareness as well as access to residents.

These monthly meetings will also serve as the forum to execute the Board's directive to engage neighborhoods within census block groups with the highest food insecurity rates according to Feeding America. In November 2021, the Board directed staff to coordinate with America's Second Harvest of the Big Bend (Second Harvest) to conduct community meetings in collaboration with the City to determine barriers that exacerbate food insecurity in the neighborhood block groups. The neighborhoods in the Neighborhood First Program were identified in the Feeding America report of census block groups with the highest food insecurity rates in Leon County. Inperson meetings with the neighborhoods were scheduled to begin in January 2022, however, they were postponed at the request of Second Harvest and the neighborhoods due to the recent increase in positive COVID-19 cases in Leon County. The meetings addressing food insecurity are expected to commence in late spring or early summer of this year.

Prioritization of Promise Zone funding to programs that align with the Neighborhood First Plans. Current CHSP agencies and prospective agencies were informed of the actions taken by the Board and supported by the City to prioritize CHSP funding in the Promise Zone category to agencies that align with the Neighborhood First Plans. The Promise Zone Category of CHSP funds human services programs designed exclusively to serve residents in high poverty census tracts in the areas of youth services, family services, job training/placement, and health services. The Promise Zone includes the Bond, Frenchtown, Griffin Heights, Providence, and South City neighborhoods.

The CHSP application for the upcoming two-year funding cycle is being revised to require agencies to identify the priority areas, strategy, and actions that their programs would address with CHSP funding in the Promise Zone category. County and City staff are working with the neighborhood community action teams to recruit residents in the neighborhoods to serve on the

February 8, 2022

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Promise Zone Citizen Review Team to evaluate the proposals and make recommendations for funding to the Board and City Commission for respective approval.

Collaborate with the City and the Mental Health Council to host a series of mental health outreach and training events within Neighborhood First Program neighborhoods

The respective Neighborhood First Plans adopted by the Frenchtown and Griffin Heights residents place a high emphasis on enhancing access to mental health services, to improve the quality of life and reduce crime in the neighborhoods. Specifically, the plans identify for action outreach events that serve to reduce the stigma of mental health in the black community. In December 2020, the Board established the Behavioral Health Navigator position through the Florida Department of Health in Leon County. Over the past few weeks, the Behavioral Health Navigator has worked with the Mental Health Council and Black Men's Health organization to schedule a series of outreach events that will be held within the next couple of months both in-person and virtually. The events will focus on conducting mental health training for barbers and hairstylists that perform services in the Neighborhood First Program neighborhoods. During the meeting in November, the Board allocated \$10,000 for mental health outreach and training events in the neighborhoods. The in-person events are anticipated to take place at the Lincoln Center located in the Frenchtown/Griffin Heights neighborhoods.

Coordinate with the City on Library Programs that align with the Neighborhood First Plans

Several of the Neighborhood First Plans' action items align with the *Essential Libraries Initiative* which was adopted by the Board in June 2021 to develop Library programs that represent and appeal to Leon County's diverse population and, more importantly, proactively address the needs of the community. This included establishing a "Library of Things" to lend tools and other equipment to residents. Tools and equipment for home repair were identified in the Frenchtown and Griffin Heights Neighborhood First Plans respectively. On January 25, 2022, the Board approved the establishment of the Library of Things for the Library that created a collection of items that could be loaned to patrons at no charge including small kitchen appliances, tools, gardening equipment, games, and electronics. By loaning electronic devices and home tools, the libraries are providing low-income residents equitable access to resources that enhance digital literacy, home improvement and maintenance, access to healthy and sustainable food sources, and resources that develop and build skills to improve employment opportunities and economic mobility.

Summary Report on Addressing Poverty and Inequities in 32304

The County is finalizing the development a summary report titled "Tackling Poverty and Inequities: Report on Leon County Efforts to Engage, Revitalize, and Invest in 32304 Neighborhoods and Beyond." The report will summarize the comprehensive information and analysis presented in the November 9th agenda item on programs, services, initiatives, and events adopted and implemented by the County and community partners to address poverty and inequities in communities and neighborhoods such as Bond, Frenchtown, and Griffin Heights. The published report will present data on the targeted neighborhoods, raise awareness of the County's efforts to address needs of the neighborhoods, and outline the County's plans to enhance its programs and services to align with strategies and recommended actions that have been developed by the

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residents. Additionally, copies of the report will be provided to the Board and other governmental partners including the City, Leon County Schools, Children Services Council of Leon County, and the Housing Finance Authority of Leon County to foster greater coordination and collaboration in common efforts to address poverty and inequities.

As requested by the Board, another status report will be presented in one year highlighting the efforts to implement the actions taken by the Board at the November 9, 2021 meeting on this issue

Options:

- 1. Accept the status report on the Implementation of Board Action Taken on Addressing Poverty and Inequities in 32304.
- 2. Do not accept the status report on the Implementation of Board Action Taken on Addressing Poverty and Inequities in 32304.
- 3. Board direction.

Recommendation:

Option #1

Attachment:

1. November 9, 2021 agenda item – Addressing Poverty and Inequities in 32304

Leon County Board of County Commissioners

Agenda Item #22

November 9, 2021

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Addressing Poverty and Inequities in 32304

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Human Services and Community Partnerships Abigail Sanders, Human Services Analyst

Statement of Issue:

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.

Fiscal Impact:

This item has a fiscal impact. As detailed in the item, the County commits more than \$6 million in recurring funding for programs and services dedicated to addressing poverty and inequity in the community including neighborhoods in 32304 through human services, health care, housing, library services, and economic development. In addition, the County has provided over \$62 million in one-time funding to provide food, rent, utility, health, micro-loans, business and non-profit assistance for those most in need during the pandemic. To build on the County's investment, the item recommends additional annual investments in mental health outreach events in collaboration with the City of Tallahassee and Mental Health Council of the Big Bend within high poverty neighborhoods. Funding is available in the general fund contingency account for FY 2022 events. Future funding will be included as part of the budget process.

Staff Recommendations:

See next page.

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Staff Recommendations:

- Option #1: 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.
- 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 (Attachment #1).
- Option #4: Direct staff to coordinate with the City of Tallahassee on Library Programs that align with the Neighborhood First Plans when possible.

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Report and Discussion

Background:

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 improve the neighborhoods in collaboration with community partners.

This comprehensive report advances the following FY2017-2021 Strategic Initiative:

• Develop a plan to address poverty and inequities in 32304 in collaboration with the City and other community partners. (2021-9)

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

- (Q4) Support and promote access to basic health and welfare services to our community members most in need.
- (Q5) Support strong neighborhoods.

At its January 25, 2021 annual retreat, the Board approved a series of new strategic initiatives, including to develop a plan to address poverty and inequities in 32304 in collaboration with the City of Tallahassee (City) and other community partners. On February 16, 2021, the Board ratified the actions taken at the Board Retreat.

Poverty and inequity exist throughout the community. The County has actively worked to address issues of poverty and inequity in all parts of the community in collaboration with the City and other local partners through a variety of programs and services that seek to improve economic prosperity and the quality of life to the most vulnerable populations and neighborhoods.

Over the past few years there has been an emphasis on poverty within the 32304 zip code following a 2018 Florida Chamber of Commerce report that found that 32304 has more residents living in poverty compared to any other zip code in the State. According to the U.S. Census data, 32304 zip code has the lowest percentage of homeownership, lowest median household income, and lowest average home values compared to other Leon County zip codes which are common indicator for impoverished communities. However, the issues of generational poverty and long-term disinvestment in infrastructure and resources is not unique to one specific zip code or area. For example, the U.S. Census data also indicated that 32310 zip code which includes the Greater Bond neighborhood and Fort Braden community has the highest percentage of residents without a high school diploma and similar to 32304 are zoned for schools that have historically struggled to meet benchmarks for key educational attainment including kindergarten readiness and reading levels, which are also indicators of poverty. While the County continues to provide resources to address poverty throughout the community, this item focuses on the neighborhoods (Frenchtown and Griffin Heights) within 32304 that have the highest levels of family poverty and the

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collaborative efforts that have been implemented and proposed enhancements to address poverty and inequity.

As detailed in the analysis section, in collaboration with local partners, the County has invested in programs services, and initiatives focus on these key indicators with that focus on improving the socioeconomic outcomes of low-income residents and families. These investments have targeted resources in neighborhoods that historically experienced poverty including those in 32304 and have included:

- Expansion of the Community Human Services Partnership (CHSP) Promise Zone to include additional neighborhoods in 32304 by investing an additional \$145,000 annually for human services resources in high poverty areas.
- Annual investment of \$1.7 million in the County's Primary Healthcare Program to provide uninsured and underinsured Leon County residents access to primary health care, dental health care, mental health care and pharmaceutical services. Approximately 61% of Neighborhood Medical Center's patient visits are clients that live in the 32304 zip code.
- Funded a new Behavioral Health Navigator Position at the Florida Department of Health in Leon (FDOH) to provide mental health outreach to high-risk neighborhoods including 32304.
- Establishment of the Community Land Trust of Tallahassee-Leon County in partnership with the City and Tallahassee Lenders Consortium. The County is in the process of donating six properties in 32304 to the Community Land Trust (CLT) to construct six new single-family homes to increase the stock of affordable housing and homeownership.
- To help address the significantly low number of children that are not ready for kindergarten in neighborhoods zoned for 32304 schools, the Library implemented specific summer programs to teach young children skills such as multi-step directions; fine motor skills; pre-literacy skills; and hygiene and cleanliness. This is in addition to the "Homework Hub" which pairs volunteers tutors with K-8 students throughout the school year.
- Annual County contribution to the Greater Frenchtown/Southside Community Redevelopment Agency (CRA) to revitalize neighborhoods and commerce including 32304 neighborhoods in the amount of \$2.0 million in FY 2021 and projected contribution of \$2.1 million in FY 2022.
- Partnership with the FAMU Federal Credit Union in the amount of \$1 million to establish the SmartSteps micro-loan program for Black-, minority-, and women-owned businesses which to date has provided approximately \$667,0000 in loans to 24 Black-, minority-, and women-owned businesses. Approximately 30% of the loans funded to 32304 businesses in the amount \$201,000 (the largest amount of any zip code).
- Partnership with Second Harvest in the amount of \$4 million to provide 3.4 million meals across the community, including over 20,000 bags of food to schools where children in neighborhoods in 32304 are zoned to attend.
- Partnership with local federally qualified health centers (FQHCs) in the amount \$2.8 million to conduct targeted COVID-19 testing in high-risk areas throughout the community

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including 95 testing events that tested over 6,400 individuals. Approximately one-third of the events were held in neighborhoods within 32304.

- The Leon County CARES Individual Assistance Program that provided over \$2.6 million of the total \$11.5 million in CARES financial assistance for rent, mortgage, and utilities to 1,173 residents of 32304 impacted by COVID-19, which is the largest funding for any individual zip code.
- The Leon County Emergency Rental Assistance Program that provided 887 residents of 32304 impacted by COVID-19 with more than \$3.5 million of the total \$15 million in financial assistance for rent, utilities and internet, which is the largest funding for any individual zip code.
- The Leon CARES Small Business Assistance program that provided a total of \$18.1 million in financial assistance to 932 local small businesses including more than \$1.4 million in assistance to 73 businesses within 32304.
- The Leon CARES Humans Services Grant program that distributed over \$1.8 million to more than 120 local human services agencies serving local citizens and communities impacted by COVID-19. The agencies reported assisting approximately 1,700 Leon County residents with more than 45% residing in 32304.
- Approximately \$6.6 million in support to local human services partners in the areas of homelessness, legal services, and food insecurity, with funding through the American Rescue Plan Act.

The list above represents a sample of programs, services, and initiatives detailed in the item that the County has implemented to address poverty and inequities in neighborhoods within 32304. A high emphasis is placed on neighborhoods and census tracts rather than the zip code in order to provide a more accurate approach for compiling and analyzing socioeconomic data in a community. Zip codes do not appropriately take into consideration the characteristics of the historical neighborhoods that have experienced generational poverty and inequities. As the analysis will show, 71% of the 32304 population is between the ages of 18 and 34 and the zip code has the lowest percentage of family households, which reflects the high concentration of college students. However, further analysis at the census tract level better illustrates the generational poverty and inequities that exist within 32304 in the Frenchtown and Griffin Heights neighborhoods, which are considered high poverty areas by the U.S. Census, with family household poverty rates that exceed 40%.

Much of the population of 32304 including the entire Frenchtown and Griffin Heights neighborhoods are within the City limits. As a result, they receive City programs and services that are supplemented with annual state and federal funding to address the revitalization of impoverished neighborhoods such as Community Development Block Grant for housing rehabilitation/development, neighborhood development, and social services. For FY 2022, the City budgeted \$6.4 million in CDBG funding that will be invested in low-income neighborhoods including 32304.

Over the past 18-24 months, the City's Neighborhood First Program has worked with residents and community stakeholders of the Frenchtown and Griffin Heights neighborhoods, to develop

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plans to improve the social and economic outlook of the neighborhoods. The plans were developed and adopted by the residents as well as the City. County staff met with members of the Frenchtown and Griffin Heights neighborhoods, who strongly encouraged the County to work with the City to implement the goals, strategies, and actions plans detailed in the Neighborhood First Plans rather than undertake the process of planning and developing a separate plan. The Neighborhood First Plans reflects the priorities of the neighborhoods that were adopted after extensive engagement with residents; community stakeholders have expressed an interest to begin implementing with key partners including the County. The following recommendations would provide greater coordination and alignment of existing and recently adopted County programs and services highlighted in this item, to address specific needs and actions that will enhance economic prosperity, improve the quality of life, revitalize the neighborhoods, and empower the residents of the neighborhoods:

- Direct staff to work with the City on the development and implementation of the Neighborhood First Program.
- Direct the prioritization of Promise Zone funding through CHSP to programs that align with the Neighborhood First Plans.
- Collaborate with the City of Tallahassee and Mental Health Council of the Big Bend to host a series of mental health outreach and training events within Neighborhood First Program neighborhoods.
- Direct staff to coordinate with the City of Tallahassee on Library Programs that align with the Neighborhood First Plans when possible.

Analysis:

The County has actively worked to address issues of poverty and inequity in collaboration with the City and other local partners through a variety of programs and services that seek to improve economic prosperity and the quality of life to the most vulnerable populations in the community. As a result, significant investments in neighborhoods within the 32304 zip code have been adopted and implemented over the past several years by the County and its partners.

The following sections of the analysis provide general data on census tracts and neighborhoods within the 32304 zip code including an explanation on the utilization of census tracts to define neighborhoods instead of zip codes as well as the impact of the college population on the zip code data. The analysis then provides details on the programs and services that the County has adopted and implemented in collaboration with community partners in the areas of human services, library services, health care, housing, and economic development to address poverty and inequities in neighborhoods within the 32304 zip code.

Subsequently, the item presents recent neighborhood plans developed for Frenchtown and Griffin Heights, which are within the 32304 zip code, and how those plans align with programs, services, initiatives, and events that have already been adopted by the County. The analysis culminates with recommendations to better coordinate or enhance existing County programs with the neighborhood plans that have been adopted by the City and residents in Frenchtown, Griffin Heights, and other areas that have experienced generational poverty and inequities.

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Data on 32304 and Census Tracts

The 32304 zip code is approximately 16 square miles from portions of Frenchtown and Griffin Heights in the east and extending to Lake Talquin State Forest and the Ochlocknee River to the west (Attachment #2). According to the U.S. Census data, approximately 43,116 residents live within the 32304 zip code. The 32304 zip code has the lowest percentage of homeownership (11.6%), lowest median household income (\$21,862), and lowest average home values (\$177,459) compared to other Leon County zip codes. These are a few common indicators of poverty and inequities in a community.

However, 32304 has the largest concentration of college-aged students, which federal studies have shown significantly impact poverty data. Approximately 30,591 or 71% of the 32304 population is between the ages of 18 and 34; this is the only zip code in which the 18-34 age group is the majority of the population. The Florida State University and Tallahassee Community College border or are within the 32304 zip code. As a result, the college age population significantly impacts data within the 32304 zip code. In 2017, the U.S. Census Bureau published a report entitled *Examining the Effect of Off-Campus College Students on Poverty Rates*, which found that counties had "statistically significant decreases in their poverty rate when excluding off-campus college students."

Additionally, it is important to note that zip codes are a collection of mail delivery route boundaries and are not regularly utilized for analyzing socioeconomic data. Zip codes do not take into consideration population size, county/city boundaries, school districts, or neighborhoods. For example, established neighborhoods such as Frenchtown is divided between the 32301 and 32304 zip codes.

Therefore, a more accurate approach for compiling and analyzing socioeconomic data is by census tract. Census tracts are statistical subdivisions of a county that generally have a population size between 1,200 and 8,000 people. The U.S. Census Bureau and state agencies such as the Florida Department of Economic Opportunity utilize census tract data rather than zip codes to define communities and identify populations with similar socioeconomic statuses such as education, income, and occupation.

There are 17 census tracts that are fully or partially within the 32304 zip code, which includes census tracts for FSU, TCC, and the Civic Center. In order to account for the high proportion of college students that may otherwise skew relevant findings, an analysis was conducted on poverty rates among family households rather than the overall poverty rate to gain better knowledge on where poverty exists. The U.S. Census generally defines family households as a family group of two or more people residing together, related by birth, marriage, or adoption. A nonfamily household consists of a householder living alone or sharing a home exclusively with people not related by birth, marriage, or adoption. The 32304 zip code has the lowest percentage of family households (24%) and the highest percentage of nonfamily households (76%) compared to other zip codes in Leon County.

When evaluating family households in the 32304 census tracts, those census tracts that include the Frenchtown and Griffin Heights neighborhoods have the highest level of family households in poverty, while the family household poverty level in other census tracts are significantly lower

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(Attachment #3). In six of the census tracts, 30% or more of family households are below the Federal Poverty Level, which is \$26,500 for a family of four. The U.S. Census considers census tracts with an overall poverty rate of 30% or more, as high poverty areas. Three of the five census tracts with family household poverty rates of over 40% represent the Frenchtown and Griffin Heights neighborhoods. The other two census tracts were in the Bond neighborhood and student housing adjacent to the Civic Center, respectively. However, it is important to note that a very small portion of the census tract containing the Bond neighborhood is located in 32304; the remaining and largest portion of the neighborhood is located in 32310. The Civic Center census tract includes student apartments on Gaines Street as well as College Town.

Much of the population of 32304 including the entire Frenchtown and Griffin Heights neighborhoods are within the City limits. As a result, they receive City programs and services that are supplemented with annual state and federal funding to address the revitalization of impoverished neighborhoods such as Community Development Block Grant for housing rehabilitation/development, neighborhood development, and social services. For FY 2022, the City budgeted \$6.4 million in CDBG funding that will be invested in low-income neighborhoods including 32304. In addition to the City, over the past several years, the County has adopted programs and services to address the poverty and inequities primarily to family households. The programs and services focus on targeting resources that will improve the economic prosperity and quality of life of residents and families in high poverty neighborhoods.

County Programs and Services

This section details the programs and services that the County has adopted and implemented in collaboration with community partners in the areas of human services, health care, housing, library services, and economic development to address poverty and inequities in neighborhoods. Additionally, the section provides geographic data on the clients served that reside in 32304; human service agencies commonly report zip code level data to maintain client confidentiality.

Human Services

Through community partnerships and collaboration, the County provides a variety of services that enhance the quality of life of low-income residents and neighborhoods that have historically experienced poverty as well as economic inequities. Long-term investment in human services have traditionally been made through CHSP in collaboration with the City. Over the past year, additional investments have been made by the County in response to the disproportionate health and economic impact of COVID-19 on low-income neighborhoods through Leon CARES, the Emergency Rental Assistance Program, and the American Rescue Plan Act.

Community Human Services Partnership

Since 1997, the County and City have partnered to administer the Community Human Services Partnership (CHSP) as a joint planning and funding distribution process to provide human services in Tallahassee-Leon County. Currently, the County and City allocate a total of \$4.046 million in ten human services categories, including but not limited to Children's Services, Community Support, Family Support Services, Basic Needs and Emergency Services, and Promise Zone. The programs funded through CHSP primarily target low-income households with services such as meals, afterschool programs, youth mentorship, and family counseling. In the past couple of years, the Board has taken several steps to enhance the service delivery of CHSP to neighborhoods with high concentration of family poverty including increased investment in programs targeted to high

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poverty areas, and the incorporation of initiatives to improve and promote racial equity in human services.

The Promise Zone Category funds programs designed exclusively to serve residents in high poverty census tracts in the areas of youth services, family services, job training/placement, and health services. Initially, the Promise Zone was funded exclusively by the City for programs that served 11 census tracts including five census tracts in the 32304 zip code. On January 28, 2020, the Board directed staff to establish a new CHSP Promise Zone category, funded by the County and City and expanding the Promise Zone to include additional high poverty census tracts that are fully or partially located in the 32304 zip code (Attachment #4). The Board allocated \$145,000 annually in CHSP funding to be dedicated to the expanded Promise Zone. Through the Promise Zone, programs such as the Children's Home Society's Early Steps Program, the American Second Harvest Feeding the Promise Zone Program, and Boys and Girls Clubs Sunrise Place and Springfield Community Center programs, the County has supported the establishment or expansion of services to residents in Frenchtown, Griffin Heights, and other neighborhoods in the community. In FY 2020, CHSP programs in the Promise Zone category reported serving nearly 8,500 clients, which include most of 32304.

In 2020, the Board directed staff to incorporate the Government Alliance on Race and Equity (GARE) Racial Equity Toolkit into the CHSP process in order to improve the delivery of human services to populations and high poverty areas that have historically experienced racial inequities. GARE is a membership organization that promotes racial equity by providing resources and services to a network of state and local governments to help advance equity in its organization and community.

On June 8, 2021, the Board accepted a status report on efforts to integrate GARE strategies into the upcoming two-year CHSP funding cycle. This will include establishing diversity, equity, and inclusion training as part of the mandatory workshops that will be conducted for agencies and Citizen Review Team (CRT) members. In collaboration with the City and the United Human Services Partnership's (UPHS) Diversity, Equity, and Inclusionary (DEI) Taskforce, the County is identifying a DEI professional to conduct the training that will be incorporated into the mandatory workshops, developing a series of questions that will be included in the CHSP application, and engaging with local DEI professionals including equity officers and workplace trainers to serve on the CRTs. Incorporating the GARE Racial Equity Toolkit into CHSP in collaboration with the City and UPHS is expected to improve service delivery to Leon County residents in high poverty areas, as agencies evaluate their programs to eliminate institutional and racial inequities.

Leon CARES

The current health crisis has brought about many changes to the lives of all Americans as well as increased the availability of programs designed to support those most in need. Leon CARES has been essential to ensure eligible Leon County residents, including households inside the City limits, do not experience evictions, foreclosures, and interruption in utility services during the COVID-19 pandemic. At the July 14, 2020 Budget Workshop, the Board approved the "Leon CARES" expenditure plan to distribute the County's allocation of more than \$62 million in federal funding. The Leon CARES Individual Assistance Program provided up to \$5,000 in one-time

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assistance to households earning less than 120% of the AMI to support past-due rent, mortgage, and utility bills. Launched on August 17, 2020, the Program provided \$11.5 million in financial assistance to over 4,900 applicants impacted by COVID-19. The average award for the Leon CARES Individual Assistance Program was \$2,337 per applicant. As reflected in Table #1, the 32304 zip code had the highest number of households awarded CARES Individual Assistance Funding as well as the highest total of funding award.

Table #1. Top Five Households Awarded Leon CARES Individual Assistance Funding by Zip Codes

Zip Code	Total # of Awards	Total Funding Awarded
32304	1,173	\$2,611,710
32303	1,091	\$2,536,137
32301	813	\$1,840,604
32305	556	\$1,356,530
32311	553	\$1,324,187

Additionally, the County entered into sub-grantee agreements with several partner agencies to implement various Leon CARES community assistance programs, including funding to address communitywide food insecurity. Leon CARES funding supported Second Harvest in ordering over \$4 million of food to provide 3.4 million meals across the community, which helped expand the School Backpack Program. By the end of the 2020 calendar year, Second Harvest had distributed nearly 40,000 bags of food across 18 schools. Over 20,000 bags of food went to five schools where children in 32304 are zoned to attend.

Through Leon CARES, the County also provided funding to local businesses and nonprofits. Launched on August 17, 2020, the Leon CARES Small Business Assistance program provided a total of \$18.1 million in financial assistance to 932 local small businesses. More than \$1.4 million in assistance (approximately 8% of program funds) was provided to 73 businesses within 32304 with an average award of over \$19,000. The Leon CARES Human Services Grant program distributed over \$1.8 million to more than 120 local human services agencies serving local citizens and communities impacted by COVID-19. The agencies reported assisting approximately 1,700 Leon County residents and more than 45% reside in 32304.

Emergency Rental Assistance Program

The County continued to lead efforts to ensure that low-income residents impacted by COVID-19 did not experience homelessness and maintain housing stability during the pandemic. In January 2021, the County was allocated \$8.9 million in direct federal funding for the Emergency Rental Assistance (ERA) program. Subsequently, the County was allocated an additional \$10.8 million with the establishment of ERA 2 under the American Rescue Plan Act. The program assists Leon County residents impacted by COVID-19 with up to 12 months of past due rent, utilities, and internet, as well as up to three months of future rent, utilities and internet. Eligible households must earn 80% or below the AMI. The program was launched on March 29, 2021 and provided assistance to more than 3,100 households for a total of more than \$15 million. Similar to the Leon CARES Individual Assistance Program, the 32304 zip code had the highest number of households awarded ERA funding as reflected in Table #2.

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Table #2. Top Five Households Awarded ERA Funding by Zip Codes

Zip Code	Total # of Awards	Total Funding Awarded
32304	887	\$3,584,161
32303	588	\$2,942,564
32301	569	\$2,825,835
32310	327	\$1,655,490
32305	284	\$1,551,089

Prior to the launch of the ERA program, the County conducted an extensive outreach campaign to inform the community about the Program and to gather input from stakeholders to maximize accessibility for households that have been most impacted by the COVID-19 pandemic. This included contracting with several local partner organizations including the Tuggerson Group, Tallahassee Urban League, the Greater Frenchtown Revitalization Council, H.E.L.P., Inc., the Community Round Table of Tallahassee 850, and the Mount Olive Community Development Corporation to conduct targeted outreach to low-income neighborhoods such as Frenchtown, Griffin Heights, Bond, South City, and Providence. During the application window for the Leon County ERA program, these organizations held 30 events that included neighborhood canvassing, outdoor gatherings, and real-time Facebook Live events that reached more than 6,500 citizens.

Additionally, two Community Assistance Centers were established at the Leon County Amtrak Building and LeRoy Collins Main Library to provide residents in-person, one-on-one assistance with the online application process. Although the centers were open to the entire community, the specific location provided considerable access to residents within the 32301, 32304, and 32310 zip codes with evening and weekend hours. At these locations, residents were pre-screened for eligibility and assisted with setting up their Neighborly and email accounts, uploading supporting documents to their application, and completing and submitting the online applications.

American Rescue Plan Act

In order to address the ongoing need for human services throughout the community including low-income neighborhoods and vulnerable populations caused by the pandemic, on June 8, 2021, the Board approved the expenditure plan for the County's allocation of the Coronavirus State and Local Fiscal Recovery (CSLFR) Funds under the American Rescue Plan Act (ARPA), which included \$6.6 million in support to local human services partners. The support for local human services partners through ARPA is in partnership with the City, which allocated a portion of its CSLFR funds in the amount of \$12 million. This included \$6.3 million for homelessness and housing support for programs such as street outreach, which engages unsheltered individuals and families to provide resources for housing; homeless diversion and prevention, that provides rental and utility assistance as well as hotel vouchers to prevent residents from experiencing homelessness; and continued funding to the four emergency homeless shelters in Leon County for renovations and program enhancements to meet Centers for Disease Control and Prevention (CDC) guidelines, including the homeless youth shelter operated by Capital City Youth Services within the 32304 zip code.

Additionally, approximately \$1.4 million was allocated to Second Harvest to address food insecurity and purchase approximately 722,000 meals including 222,000 meals that will be distributed primarily to Leon County families with children that attend Title I schools such as John

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G. Riley, Pineview, Fort Braden, Nims Middle and Griffin Middle. Children that live in census tracts in 32304 are zoned for these schools. With the ARPA funds, Second Harvest will also establish temperature-controlled lockers throughout the community including neighborhoods within 32304 to increase access to meals, with flexible schedules for food pickup.

Approximately \$810,000 was allocated by the County and City in ARPA funding for legal services to address the significant increase of households experiencing the risk of eviction, foreclosure, and issues with accessing unemployment compensation due to the COVID-19 pandemic. The County and City are contracting with Legal Services of North Florida and Legal Aid of North Florida to expand legal assistance to low-income households impacted by COVID-19. As previously stated, 32304 households have had the highest number of awards for housing assistance through the County's CARES and ERA programs. Throughout the administration of the programs, applicants have been referred to Legal Services and Legal Aid on legal matters regarding tenant-landlord rights. The County has worked with the local partners to coordinate payments to landlords to prevent the filing of eviction notices through the court system, which can have an adverse effect on a household's ability to access affordable housing. Over the next two years, Legal Services and Legal Aid will provide reports on the number of Leon County residents served as well as census tract and zip code data on where they reside.

Through ARPA funding, the County and City also established the Tallahassee-Leon County Nonprofit Services Grant for a total of \$3 million. The Nonprofit Services Grant provides up to \$20,000 to local nonprofit organizations that provide or will provide human services to Leon County residents impacted by COVID-19. Approximately 153 nonprofit organizations have been awarded funding for programs such as youth mentorship, financial management, and housing assistance. As part of the ARPA funding granted by the County and City, the organizations will be required to provide at least three reports, which will include the number of Leon County residents served as well as census tract and zip code data on where they reside or where events were held within Leon County.

Health Care

The County provides significant investment to provide access to quality health care to low-income residents in Leon County through partnerships with the local federally-qualified health centers, primary mental health provider, the Florida Department of Health in Leon County, various human services partners, and the City.

Leon County Primary Healthcare Program

According to the U.S. Department of Health and Human Services, access to quality healthcare is a social determinant of health that affects the outcome and risks of a person's overall quality of life. Low-income individuals are five times more likely to report poor health due to the lack of access to quality healthcare and suffer from chronic conditions such as heart disease, diabetes, and stoke. As a result, the Health Affairs Journal found that poverty and economic inequity are linked to disparities in life expectancy across income levels. For over a decade the County has been dedicated to providing low-income residents and neighborhoods access to high quality health care services. Through the Leon County Primary Healthcare Programs, the County contracts annually in the amount of \$1.7 million with the following community-based health care providers: Bond Community Health Center, Inc. (Bond); Neighborhood Medical Center, Inc. (NMC); Apalachee

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Center, Inc. (Apalachee); Capital Medical Society Foundation/We Care Network (We Care); and the Florida A&M University College of Pharmacy (FAMU), to provide uninsured and underinsured Leon County residents access to primary health care, dental health care, mental health care and pharmaceutical services.

NMC and FAMU Pharmacy provide health care services at the Lincoln Center located in Frenchtown. According to NMC, 61% (1,833) of its patient visits for primary health care funded through the County's Primary Healthcare Program in FY 2020, were patients that live in the 32304 zip code. A majority of the patients who visit the Lincoln Center live within a five-mile radius, which include census tracts and neighborhoods within the 32304 zip code. Additionally, more than half (2,092) of the approximately 4,080 prescriptions filled by FAMU Pharmacy through the County's Primary Healthcare Program in FY 2020, were for NMC patients at the Lincoln Neighborhood Services Center location.

The Capital Medical Society Foundation, also known as We Care, utilizes a network of volunteer specialty care physicians to provide specialized medical and dental services that cannot be provided by a primary care physician. Specialty care services include, but are not limited to cardiology, neurology, internal medicine, orthopedic and orthodontic care. According to We Care, 834 Leon County residents were referred to specialty care in FY 2020, and nearly one-third (or 252) live in 32304.

Mental Health Care

According to the American Association for the Advancement of Science, there is a causal relationship between poverty and mental health and as a result "improving a person's economic situation reduces their risks of anxiety and depression, and addressing these common mental illnesses reaps economic benefits by increasing employment and an individual's earnings." Over the past year, the County has increased its investment in mental health care. Neighborhood Health Profiles conducted by the Florida Department of Health in Leon County (FDOH) in the neighborhoods of Greater Bond, Greater Frenchtown, South City, Fairbanks Ferry, Highway 20, and Macon found that between 75% - 80% suffered from extreme depression. Additionally, at the start of the pandemic in March 2020, 2-1-1 Big Bend reported a 33% increase in suicide calls. In July 2020, as part of Leon CARES funding, \$100,000 was budgeted to increase the capacity of 2-1-1 Big Bend to expand its mental health call staffing and contracted mental health counseling in response to an increased volume of suicide calls since the onset of the pandemic. County funding supported the hiring of two additional positions by 2-1-1 Big Bend to triage mental health calls to appropriate free or low-cost mental health services in Leon County. The City continued to mitigate the mental health impact of the COVID-19 pandemic on vulnerable households by also allocating funding to 2-1-1 Big Bend to rapidly connect vulnerable individuals with specially trained Mental Health Navigators to provide referrals and resources such as scheduling counseling appointments directly with counselors and therapist via telehealth services.

In 2020, the Mental Health Council of the Big Bend which is comprised of mental health professional organizations including Apalachee, Bond and NMC, recommended the establishment of a Behavioral Health Navigator to serve as liaison between high-impact communities and community groups to facilitate information about mental health services and referrals to mental health providers. Subsequently in December 2020, the Board allocated \$102,000 of funding to the

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FDOH for the creation of a Behavioral Health Navigator Position to provide outreach to high-risk neighborhoods identified by FDOH in partnership with the Mental Health Council, to educate and raise awareness of mental health services and treatment in the community and throughout Leon County.

In order to provide low-income residents access to mental health services and treatment, the County provides \$264,000 annually through the Primary Healthcare Program for mental health services provided by Apalachee, Bond, and NMC. The funding allows for 3,300 mental health visits amongst the three providers. The County also invests \$638,156 in state-mandated Baker and Marchman Act Services provided through Apalachee Center for emergency services and temporary detention for mental health and substance abuse evaluation and treatment. In FY 2020, a total of 2,812 County residents were screened for services and over 67% (1,933) were admitted for inpatient treatment.

COVID-19 Testing and Vaccination

As a response to the public health emergency, the County allocated \$2.8 million to support the efforts of local federally qualified health centers (FQHCs) and health care providers to conduct targeted COVID-19 testing in high-risk areas throughout the community, and to support other direct COVID-19 related expenses to serve the medical needs of low-income residents in Leon County. The providers conducted 95 testing events through the County and tested over 6,408 individuals. Approximately one-third of the events were held in neighborhoods within 32304.

Library Services

As shown in Table #3, census tracts and neighborhoods within the 32304 zip code are zoned for schools that have historically struggled to meet benchmarks for key educational attainment including kindergarten readiness and reading levels.

Table #3. 32304 Elementary and Middle Schools

Schools	School Grade (2019)	% of Kindergarten Ready	% of Level 3 or Above, Florida Standards Assessment, English Language Arts
Elementary			
John G. Riley	D	20%	22%
Pineview	С	27%	31%
Sabal Palm	В	40%	45%
Middle			
Griffin	D	N/A	29%
Nims	С	N/A	24%
Raa	С	N/A	52%
K-8			
Fort Braden	С	30%	44%
District Avg.	В	53%	61%

The Leon County Public Library System has always served as a critical component in the community to increase literacy rates through love of reading and lifelong learning. However, over the last two years, the Library has undergone an extensive re-envisioning process that includes

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identifying the changing roles of public libraries, refocusing priorities on the needs of the community, and engaging citizens to help develop new strategies to maintain relevance.

On June 8, 2021, the Board adopted the plan to implement the *Essential Libraries Initiative* to develop new programs that represent and appeal to Leon County's diverse population and more importantly proactively address the needs of the community. Over the next three years, programs and services will be developed and organized in four focus areas: Literacy & Lifelong Learning, Business & Workforce Development, Civic & Community Engagement, and Arts & Humanities. Recently, the Library implemented key programs and events in collaboration with community partners targeted to low-income neighborhoods including census tracts within 32304. In March 2021, the Library launched its Homework Hub program to pair volunteer tutors with K-8 students. The Library coordinates with Volunteer Services to recruit students from the College of Education at Florida A&M University, Flagler College, and FSU to offer one-on-one tutoring and homework help clinics to K-8 students.

To help address the significantly low number of children that are not ready for kindergarten in neighborhoods zoned for 32304 schools, the Library hosted outdoor school readiness this past summer. In addition, Library staff developed additional summer programs that utilized play-based learning to teach young children skills such as multi-step directions; fine motor skills (writing, cutting, pasting, etc.); pre-literacy skills (listening and chronological awareness); and hygiene and cleanliness (handwashing and cleaning up).

To support the focus area of Civic & Community Engagement the Board approved the creation of the Community Resources Specialist position at the Library for a licensed social worker that will provide one-on-one assistance and referrals for community services including housing, career skills training, health care, and government services. Additionally, the Community Resources Specialist will work with the County's Office of Human Services and Community Partnerships to coordinate with local human services agencies to identify possible partnerships and program opportunities at the Main and branch libraries.

Housing

Historically, the County's housing program has served the needs of low-income households in the unincorporated areas of the County, while the City's program assists households within the City limits. However, over the past few years, the County has partnered with the City, Housing Finance Authority of Leon County, and Tallahassee Lenders Consortium Inc. (TLC) to preserve and increase the stock of affordable housing and homeownership countywide including neighborhoods in the 32304 zip code.

Community Land Trust of Tallahassee and Leon County

As mentioned previously, the 32304 zip code has the lowest percentage of homeownership, lowest median household income, and lowest average home values compared to other Leon County zip codes. In 2020, the County, City and TLC partnered to establish the Community Land Trust (CLT) of Tallahassee and Leon County provider greater access to homeownership to low-income households as well as create an inventory of homes to remain affordable in perpetuity. A CLT is a tool used to promote affordable housing. Under the CLT model a nonprofit organization acquires, manages, and retains ownership of the land on which a home is located. The land is

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preserved under a 99-year ground lease held by the nonprofit CLT. Because the land is leased by the CLT and held separately from the home, the price of the home is limited to the value of the structure which ensures the home remains affordable in perpetuity. In November 2020, the County donated four properties to the CLT. One of the properties located in the Griffin Heights neighborhood, is where construction of a single-family home is expected to begin in Summer 2022. Within the next 12-18 months the County is expected to donate five more properties to the CLT to construct new single-family homes and all five are located in 32304.

Emergency Home Repair Services to Mobile Homes within City limits

A key program enhancement that has been adopted within the past several months is the inclusion of mobile homes in the County's Emergency Housing Repair Program to preserve and improve the condition of the homes of low-income households. The County's Emergency Housing Repair Program provides repairs to address an immediate health and/or safety hazard in unincorporated Leon County. Emergency repairs include, but are not limited to roof replacement, septic system replacement, HVAC replacement, electrical repair, plumbing repair, and tree removal. The City has a similar program administered within its jurisdiction.

The County program is funded through multiple sources including the State Housing Initiative Partnership, which is the primary funding source of the County's Housing Programs; and the Housing Finance Authority of Leon County (HFA). Due to State restrictions on uses of SHIP funding, HFA funds are utilized to provide emergency repairs to mobile homes. The City's Emergency Repair Program is funded entirely through SHIP. As a result, mobile homes within the City limits are not eligible for the City's emergency home repair program. In June 2021, the HFA approved the utilization of its funds through the County's Emergency Home Repair for the emergency repair of mobile homes within the City limits. Approximately 27% of mobile homes in the City limit are located in 32304 and are now eligible for immediate response to emergency repairs such as roof, electrical, and plumbing repair through the County's program. The County has coordinated with the City and Tallahassee Lenders Consortium to raise awareness of the program to mobile homeowners that reside within the City limits.

Economic Development

In collaboration with numerous partners including the City, the County has led the effort to bring economic prosperity to neighborhoods through investments in infrastructure and minority-owned businesses. These efforts include the Greater Frenchtown/Southside Community Redevelopment Area (CRA), Leon Works Expo and Junior Apprenticeship Program, and SmartSteps Micro-Loan Program.

Greater Frenchtown/Southside CRA

The Greater Frenchtown/Southside CRA was created by the City in coordination with the County in 2000 to revitalize neighborhoods and commerce within the boundaries. The boundaries of the Greater Frenchtown/Southside CRA encompass portions of the 32304 zip code including the Frenchtown neighborhood (Attachment #5). The County contributes 4.1 mills in annual increment revenue payments for the Frenchtown/Southside CRA. For FY 2021, the County contributed approximately \$2.0 million to the Greater Frenchtown/Southside CRA and is projected to contribute \$2.1 million in FY 2022. The Greater Frenchtown/Southside CRA administers several programs to redevelop neighborhoods within its boundaries including the construction of

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sidewalks, streetscape improvements, and development of affordable housing though single-family housing and multifamily housing projects. As presented further in the next section on Neighborhood Development, in July 2021 the CRA dedicated \$6.4 million over the next five years to the Frenchtown Neighborhood First Plan which was developed in coordination with the residents of Frenchtown.

Leon Works Expo and Junior Apprenticeship Program

Leon County has an ongoing Strategic Initiative to promote skilled career fields through the Leon Works programs, which includes both an annual Expo and Junior Apprenticeship Program. The Leon Works Expo is a one-day event that connects employers, academic institutions, and students, and provides opportunities for individuals to explore skilled careers. The Expo was first held in 2015 at the then Lively Technical Center with 85 exhibitors, and participation from approximately 300 Leon County Schools students. The Expo has become a regional program and grown so substantially that it was moved to the FSU Civic Center. The most recent Expo held in March 2019, had participation from 130 exhibitors and nearly 500 students from Leon, Gadsden, and Wakulla County.

In the Spring of 2017, Leon Works was expanded to include a Junior Apprenticeship Program for Leon County high school students. For one semester, students work in a County department shadowing and assisting a staff member in a skilled career field. Currently, students have an opportunity to explore a range of career fields including graphic and digital design, information technology, web development, computer aided design (CAD), construction management, emergency management services (EMS), and automotive mechanic services.

While gaining work experience, Junior Apprentices also earn an hourly salary and elective credit toward their high school, in addition to completing CareerSource's Dynamic Futures training to prepare them for entering the workforce after graduation. Since the Program began in Spring 2017, approximately 60 students have successfully completed the Program. Over half of these students are from low-income families or live in high-poverty areas, and approximately 25% are living below the poverty line and have additional barriers to employment (arrests, disability, pregnancy, foster care, etc.). To ensure their success, this latter group of students receives support services from CareerSource both during and after the Program.

SmartSteps Micro-Loan Program

Minority-owned businesses have historically struggled to access capital. In 2020, the Office of Economic Vitality (OEV) conducted a survey of more than 200 local minority-owned business owners and 69% of the respondents felt that their existing access to capital was insufficient to run and grow their business. Additionally, due to the COVID-19 pandemic OEV also found that 53% of minority and women-owned businesses experienced a 50% or greater decline in revenue, compared to 39% of non-minority/women-owned businesses. Within the past year the County has adopted a multi-million-dollar program that has begun to inject critical financial capital into minority-owned start-up and emerging businesses including many located within 32304.

In order to increase access to capital for minority businesses, during the November 17, 2020 meeting, the Board authorized the County Administrator to execute an agreement with FAMU Federal Credit Union (FAMU FCU) to establish a microloan program for Black-, minority-, and

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women-owned businesses. As approved by the Board, Leon County committed \$1 million in Leon CARES funding for the microloan program, known as the SmartSteps Program, which was supplemented with a \$250,000 match from FAMU FCU. The SmartSteps Program launched in February 2021 to enhance and diversify the existing capital pool in the market for minority businesses. Since that time, approximately \$667,0000 in loans have been distributed through the Program to approximately 24 Black-, minority-, and women-owned businesses. Approximately 30% of the loans funded were made to businesses within 32304 in the amount \$201,000 (the largest amount of any zip code).

In May 2021, the Board allocated an additional \$1.5 million in American Rescue Plan Act (ARPA) funding to extend the SmartSteps Program and further support the needs of growing MWSBE businesses. The City also provided \$500,000 to the Program for a total of \$2 million. The additional \$500,000 supports the administration of the SmartSteps Program as part of the City's Neighborhood First Initiative. As mentioned earlier, through the Neighborhood First Initiative, the City has worked with community members within the Frenchtown, Griffin Heights, and Greater Bond neighborhoods to collaboratively plan community improvements within these areas such as housing improvement programs, economic development, and placemaking. During these planning efforts, each neighborhood requested access to microloans as an economic development goal within its plans. As proposed, the additional funds will be dedicated to the SmartSteps Program to be distributed to MWSBE businesses within the Frenchtown, Griffin Heights, and Greater Bond neighborhoods. The Neighborhood First Initiative is described in the following section.

Neighborhood Development

Over the past several months neighborhood development plans have been adopted that focused on making improvements to neighborhoods within 32304. As presented in this section the plans include strategies and action items that align with the programs and services provided by the County. The City's Neighborhood First Program works with residents and community stakeholders in targeted neighborhoods to develop plans to improve the social and economic outlook of the neighborhoods. The neighborhoods are identified by the City's Public Safety Collective (PSC), which is comprised of the Tallahassee Police Department, Leon County Sheriff, U.S. Attorney, State Attorney, City's Neighborhood Affairs, Big Bend Crime Stoppers, and other community stakeholders.

The PSC selects neighborhoods for the Neighborhood First Program through the City's Neighborhood Public Safety Initiative (NPSI) with an emphasis on public safety and developing safer neighborhoods in areas that have experienced high crime and high poverty. Plans have been developed and adopted for Greater Bond, Frenchtown, and Griffin Heights. The City is currently engaging the Providence neighborhood to establish a Neighborhood First Plan. The following section presents the respective neighborhood first plans that have been adopted for Frenchtown and Griffin Heights including specific initiatives that have been, will be or could be implemented in partnership with the County.

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Frenchtown Neighborhood First Plan

The development of the Frenchtown Neighborhood First Plan commenced in Fall 2019 with the establishment of the Frenchtown Community Action Team (FCAT) to lead the planning process (Attachment #6). As reflected in Table #4, the FCAT is comprised of Frenchtown residents and business owners.

Table #4. Frenchtown Community Action Team Members

Members	Organization
Beverly Williams	Big Bend Community Development Corporation
Darryl Scott	Frenchtown Resident
Mutaqee Akbar	Akbar Law Firm, PA

For approximately 18 months, the FCAT held 15 meetings staffed by the City to establish goals, identify neighborhood concerns and desired outcomes. They evaluated neighborhood assets, opportunities for community beautification and infrastructure improvements as well as initiatives and recommendations of previous plans such as the Frenchtown Placemaking Plan conducted by the Tallahassee-Leon County Planning Department. This culminated with the development of the Frenchtown Neighborhood First Plan with six (6) priority areas:

- Housing
- Economic Development and Community Reinvestment
- Land Use and Transportation
- Placemaking and Neighborhood Image
- Neighborhood Safety and Crime Prevention
- Health and Resident Empowerment

The Frenchtown Neighborhood First Plan priorities include 44 strategies associated with neighborhood concerns, and 210 actions items to address the concerns. The Frenchtown neighborhood is fully located within the City limits, and the City is taking the lead to implement the strategies and actions items of the Frenchtown Neighborhood First Plan with the FCAT. However, County staff conducted a comprehensive review with City staff of the Frenchtown Neighborhood First Plan and found that County programs, services, and initiatives align with several of the action items including 36% in the Housing Priority areas and 43% of actions items in the Health and Resident Empowerment Priority area (Attachment #7). For example, as mentioned earlier the CLT is anticipated to build six homes in the area within the following 18-36 months, and the Emergency Home Repair Program provides assistance for mobile homes within the City limits providing a pathway to homeownership while preserving the homes of established residents in Frenchtown.

The Frenchtown Neighborhood First Plan was adopted by the FCAT on May 13, 2021. As mentioned earlier, on July 1, 2021, the CRA adopted the Frenchtown Neighborhood First Plan and dedicated \$6.4 million in County and City funds over the next five years to implement action items identified in each priority areas of the Plan.

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Griffin Heights Neighborhood First Plan

The Griffin Heights Neighborhood First Plan was developed by the Griffin Heights Community Action Team (GHCAT) (Attachment #8). The GHCAT is comprised of Griffin Heights residents and business owners reflected in Table #5.

Table #5. Griffin Heights Community Action Team Members

Members	Organization
Allie Taylor-Grant	Griffin Heights Resident
Rodney Landers	Griffin Heights Resident
M. Miaisha Mitchell	Greater Frenchtown Revitalization Council
K. Lenorris Barber	Mt. Olive Housing & Community Development

For approximately two years, the GHCAT staffed by the City, engaged community stakeholders through virtual townhall meetings, open houses, one-on-one meetings, and social media to establish goals, identify neighborhood concerns, and desired outcomes. Additionally, the City worked with the Florida State University Urban and Regional Planning Department to conduct community survey and design work to capture the desire of residents in the neighborhood. This culminated with the development of the Griffin Heights Neighborhood First Plan with five (5) priority areas:

- Community Beautification
- Economic Development and Resident Empowerment
- Neighborhood Infrastructure and Land Use
- Neighborhood Safety and Crime Prevention
- Funding Community Projects

The Griffin Heights Neighborhood First Plan priorities include 41 strategies associated with neighborhood concerns and 161 actions items to address the concerns. Similar to the Frenchtown neighborhood, Griffin Heights is fully located within the City limits and the City is taking the lead to implement the strategies and actions items. However, a comprehensive review of the Plan with City staff found that County programs, services, and initiatives align with many of the action items identified including more than a third of the action items in the Economic Development and Resident Empowerment priority areas (Attachment #9). For example, the *Essential Libraries Initiative* adopted by the Board will establish new programs that address several of the action items including enhancing tutoring programming that would be held within the community such as at churches and family centers.

Another key strategy included in the Griffin Heights Neighborhood First Plan is identifying dedicated funding sources to fund critical neighborhood infrastructure projects. Several action items within this strategy focus on exploring the expansion of the CRA boundaries to include the Griffin Heights neighborhood. As mentioned earlier, the Frenchtown neighborhood is part of the Greater Frenchtown/Southside CRA and funding from the CRA, which includes County funding, will be utilized to implement the Greater Frenchtown Neighborhood First Plan. A request to expand the CRA boundaries has not been submitted by the City or CRA to the County. Staff will bring an agenda item to the Board if such request is submitted for its consideration.

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The Griffin Heights Neighborhood First Plan was adopted by the GHCAT in October 2020. On September 22, 2021, the City Commission adopted the plan and approved funding in the amount of \$2.2 million to implement action items in the Plan. Over the next several months City staff and the GHCAT will conduct further analysis to determine the projects identified in the action item to fund with the allocation approved by the City Commission. These projects are expected to include the purchase and renovation of 1309 Alabama Street for food retail; a targeted microenterprise development program; a homeownership program that includes rehabilitation of existing homes and new single-family home construction; and establishment of a Griffin Heights Children & Families Resource Center.

Recommendations

Plans to address poverty and inequities in the targeted neighborhoods of Frenchtown and Griffin Heights within 32304 have been developed and adopted by the residents, business owners, and stakeholders. Staff met with members of the FCAT and GHCAT who strongly encouraged the County to work with the City to implement the goals, strategies, and actions plans detailed in the Neighborhood First Plans rather than undertake the process of planning and developing a separate plan. The Neighborhood First Plans reflects the priorities of the neighborhoods that were adopted after extensive engagement with residents; community stakeholders have expressed an interest to begin implementing with key partners including the County. Implementation is underway and there are several opportunities to coordinate and better align existing and recently adopted County programs to address specific needs and actions that will enhance economic prosperity, improve the quality life, revitalize the neighborhoods, and empower the residents, as detailed in the Frenchtown and Griffin Height Neighborhood First Plans.

As described in the following recommendations, the proposed actions would occur in collaboration with the local partners including the City, FCAT GHCAT, and human and health care partners. The recommendations place a great emphasis on concentrating resources and investment in neighborhoods that are within census tracts with significantly high levels of family poverty.

 Direct staff to work with the City on the development and implementation of the Neighborhood First Program

As stated earlier, the City's Neighborhood First Program works with residents and community stakeholders in targeted neighborhoods to develop plans to improve the social and economic outlook of the neighborhoods. Plans have been developed and adopted for Greater Bond, Frenchtown, and Griffin Heights. The plan for Greater Bond was developed by residents and utilized the same approach of establishing priority areas, strategies, and action items (Attachment #10). The City is currently engaging the Providence neighborhood, which is located south of Elberta Drive, west of Lake Bradford Road, east of Iamonia Street/Herlong Drive, and north of Pineview Elementary. Open houses are currently being conducted with the neighborhood and a Community Action Team comprised of residents and community stakeholders of the neighborhood will be established in the next several weeks.

As mentioned earlier, although Bond is primarily located in the 32310 zip code, however, according to the U.S. Census, the census tract for the neighborhood is considered a high poverty area for family household. The census tract for the Providence neighborhood is

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also considered a high poverty area for family households with a poverty rate at 31.6%. The Neighborhood First Plans provide an opportunity to maximize and better focus the County resources dedicated to improving the quality of life and economic conditions of neighborhoods that have historically experienced poverty and inequity. The plans identify short and long-term actions that will be implemented over the next several years to revitalize the neighborhoods and empower the residents through social services, infrastructure improvements, and economic development. Long-term, the planning, development, and implementation process of the current plans would serve as a model for addressing poverty and inequity in other neighborhoods in Leon County in collaboration with the City and other community partners such as Providence. recommended that the Board direct staff to work with the City on the implementation of the current Neighborhood First Plan for Greater Bond, Frenchtown, and Griffin Heights as well as the development and implementation of future neighborhood plans such as the Providence neighborhood. County staff would work with the City to further evaluate opportunities to align current County programs with the established neighborhood plans. The development process would serve as an opportunity to promote programs, services, and initiatives of the County to neighborhoods and make any necessary enhancements to improve access and awareness to residents that could be captured in the plans.

 Direct the prioritization of Promise Zone funding through CHSP to programs that align with the Neighborhood First Plans

As mentioned earlier, the Promise Zone Category of CHSP funds human services programs designed exclusively to serve residents in high poverty census tracts in the areas of youth services, family services, job training/placement, and health services. The Promise Zone includes the Frenchtown and Griffin Heights neighborhoods as well as Greater Bond. It is recommended that the County and City prioritize for funding in the Promise Zone Category human services programs that align with the action items identified in the Neighborhood First Plans. For the current two-year funding cycle (FY 2021 and FY 2022), the County and City allocated \$1.1 million to the Promise Zone Category. Current and potential CHSP agencies that apply for funding through the Promise Zone Category, would be required to identify the priority areas, strategy and actions that its program would address with CHSP funding. Additionally, members of the FCAT and GHCAT would be recruited to serve on the Promise Zone Citizen Review Team to evaluate the proposals and make recommendations for funding to the Board and City Commission for respective approval. Output and outcome measures would be developed to evaluate a program's effectiveness to meet the goals of an identified Neighborhood First Plan.

• Collaborate with the City of Tallahassee and the Mental Health Council of the Big Bend to Host Mental Health Outreach Events within Neighborhood First Plan neighborhoods

The respective Neighborhood First Plans adopted by the Frenchtown and Griffin Heights residents place a high emphasis on enhancing access to mental health services, to improve the quality of life and reduce crime in the neighborhoods. Specifically, the plans identify for action outreach events to serve to reduce the stigma of mental health in the black community. Over the past several months, the Behavioral Health Navigator has worked with the neighborhoods and Mental Health Council to identify three outreach and training

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events that would be designed exclusively for black males, black females, and the general public. The events are expected to take place at the Lincoln Center. This would align with action items that call for mental health outreach events that target barbers and beauticians in the neighborhoods too, as mentioned in the Griffin Heights Plan. Therefore, it is recommended that the Board direct staff to collaborate with the City, FCAT, GHCAT, and Mental Health Council of the Big Bend to conduct approximately three annual outreach events within the Neighborhood First Plan neighborhoods on mental health services. Each event is anticipated to cost approximately \$10,000 for a total of \$30,000. The City and Mental Health Council would also serve as strategic and financial partners. As a result, the County portion would be approximately \$10,000 annually. If approved, general fund contingency is available in the FY 2022 budget to host mental health outreach events this fiscal year. Future funding would be incorporated into the budget process. This investment would build on the County's commitment which was highlighted earlier to improve access to mental health services to low-income residents. The first event is expected to occur in Spring 2022.

 Coordinate with the City of Tallahassee on Library Programs that align with the Neighborhood First Plans when possible

On June 8, 2021, the Board adopted the plan to implement the Essential Libraries Initiative new programs that represent and appeal to Leon County's diverse population and, more importantly, proactively address the needs of the community. Over the next three years programs and services will be developed and organized in four focus areas: Literacy & Lifelong Learning, Business & Workforce Development, Civic & Community Engagement, and Arts & Humanities. As previously described, several of the Neighborhood First Plans' action items align with the four focus areas of the Essential Libraries Initiative, including implementing a neighborhood-based reading and STEAM mentoring program for youth, and establishing a tool library to lend equipment to residents to make home repairs. It is recommended that Library Services collaborate with the City on programs that align with the Neighborhood First Plans.

Conclusion

Poverty and inequity exist throughout Leon County. Therefore, the County has actively worked to address issues of poverty and inequity in all parts of the community in collaboration with local partners to improve economic prosperity and the quality of life to the most vulnerable populations and neighborhoods through a variety of programs and services. Over the past few years there has been a high emphasis on poverty within the 32304 zip code following a 2018 Florida Chamber of Commerce report that found that 32304 has more residents living in poverty compared to any other zip code in the State. However, in evaluating poverty and inequities in 32304, it was important to concentrate on census tracts with significantly high poverty rates which are utilized by federal and state agencies to define communities and more accurately reflects the socioeconomic characteristics of neighborhoods that have experience generational poverty and long-term disinvestment. Additionally, critical to identifying generational poverty is evaluating the family poverty rate within a census tract. Based on the U.S. Census, the census tracts representing the Frenchtown and Griffin Heights neighborhoods which are fully or partially located in 32304 are considered high poverty areas with family household poverty rates that exceed 40%.

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Much of the population of 32304 including the Frenchtown and Griffin Heights neighborhoods are within the City limits. As a result, they receive City programs and services that are supplemented with annual state and federal funding to address the revitalization of impoverished neighborhoods such as Community Development Block Grant for housing rehabilitation/development, neighborhood development, and social services. For FY 2022, the City budgeted \$6.4 million in CDBG funding that will be invested in low-income neighborhoods including 32304

However, the County has actively worked to address issues of poverty and inequity in collaboration with the City and other local partners through a variety of programs and services that seek to improve economic prosperity and the quality of life to the most vulnerable populations in the community. As a result, significant investment in neighborhoods within the 32304 zip code have been adopted and implemented over the past several years by the County and its partners.

The recommendations presented, recent Board actions, and continued investment and implementation of current programs and services in human services, health care, library services, housing, and economic development, well position Leon County to address poverty and inequities in 32304, specifically and most appropriately the neighborhoods of Frenchtown and Griffin Heights as described in the Neighborhood First Plans developed by the residents.

The Neighborhood First Plans provide an opportunity to maximize and better focus the County resources dedicated to improving the quality of life and economic conditions of neighborhoods that have historically experienced poverty and inequity. The plans identify short and long-term actions that will be implemented to revitalize the neighborhoods and empower the residents through social services, infrastructure improvements, and economic development with the goal of making transformational change to end generational poverty. According to the City and members of the neighborhood each plan will be evaluated and updated periodically to ensure they continue to reflect the highest needs and best strategy for addressing poverty and inequity in the respective neighborhoods.

Long-term, the planning, development, and implementation process of the current plans would serve as a model for addressing poverty and inequity in other neighborhoods in Leon County in collaboration with the City and other community partners. The City has begun the process for developing plans for the Providence neighborhood and implementation is under way of plans that have been adopted for neighborhoods such as Frenchtown and Griffin Heights. Therefore, the following recommendations would provide greater coordination and alignment of existing and recently adopted County programs to address specific needs and actions that will enhance economic prosperity, improve the quality of life, revitalize the neighborhoods, and empower the residents of the identified neighborhoods:

- Direct staff to work with the City on the development and implementation of the Neighborhood First Program. (Option #1)
- Direct the prioritization of Promise Zone funding through Community Human Services Partnership to programs that align with the Neighborhood First Plans. (Option #2)

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• Collaborate with the City of Tallahassee and the Mental Health Council of the Big Bend to Host Mental Health Outreach and Training Events within Neighborhood First Plan neighborhoods. (Option #3)

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

Should the Board approve the recommendations presented, staff would commence coordination and collaboration with the City for implementation of the established Neighborhood First Plans. The Board would be provided updates on the Neighborhood First Plans annually that would include updates on action items and any revisions to the priority areas, strategies, and action items. As mentioned earlier, the Griffin Heights Neighborhood First Plan includes action items to explore the expansion of the CRA boundaries to include the neighborhood. A request to expand the CRA boundaries has not been submitted by the City or CRA to the County. Staff will bring an agenda item to the Board if such request is submitted for its consideration.

Options:

- 1. 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.
- 2. Direct the prioritization of Promise Zone funding through Community Human Services Partnership to programs that align with the Neighborhood First Plans.
- 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 (Attachment #1).
- 4. Direct staff to coordinate with the City of Tallahassee on Library Programs that align with the Neighborhood First Plans when possible.
- 5. Board direction.

Recommendations:

Options #1 through #4

Attachments:

- 1. Resolution and associated Budget Amendment Request
- 2. 32304 Map
- 3. Family Poverty Map 32304
- 4. CHSP Promise Zone Map
- 5. Greater Frenchtown/Southside CRA Map
- 6. Frenchtown Neighborhood First Plan
- 7. County Programs Alignment with Frenchtown Neighborhood First Plan
- 8. Griffin Heights Neighborhood First Plan
- 9. County Programs Alignment with Griffin Heights Neighborhood First Plan
- 10. Greater Bond Neighborhood First Plan

Leon County Board of County Commissioners

Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Consideration to Establish a Commission on the Status of Men and Boys

Review and Approval:	Vincent S. Long, County Administrator							
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator							
Lead Staff/ Project Team:	Andy Johnson, Assistant to the County Administrator							

Statement of Issue:

This item seeks Board consideration to establish a Commission on the Status of Men and Boys, as was recommended by Leon County Sheriff Walt McNeil in the *Anatomy of a Homicide Project* report, presented to the Board during the December 14, 2021 meeting. The item discusses two approaches to establishing such a commission and recommends that it be structured similarly to the Tallahassee-Leon County Commission on the Status of Women and Girls.

Fiscal Impact:

This item has a fiscal impact. The estimated cost to establish a commission with a similar structure to the Tallahassee-Leon County Commission on the Status of Women and Girls would be approximately \$40,000 annually. Alternatively, the estimated cost to establish a commission under a separate model proposed by the Sheriff's Office would be approximately \$150,000 to \$200,000 annually. Should the Board wish to establish a Commission on the Status of Men and Boys, staff will further engage the City of Tallahassee and Leon County Schools to discuss ongoing financial participation based on the direction provided by the Board.

Staff Recommendation:

Option #1: Direct staff to prepare an agenda item for the March 8, 2022 meeting for the Board's

consideration to establish a Commission on the Status of Men and Boys with a similar structure to the Tallahassee-Leon County Commission on the Status of

Women and Girls as discussed in this item.

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Report and Discussion

Background:

This item seeks Board consideration to establish a Commission on the Status of Men and Boys, as was recommended by Leon County Sheriff Walt McNeil in the *Anatomy of a Homicide Project* report (Attachment #1). During the December 14, 2021 meeting, the Sheriff and his staff presented the final report and recommendations from the *Anatomy of a Homicide Project*, which the Leon County Sheriff's Office (LCSO) conducted in collaboration with the Florida Sheriff's Association to analyze murders in Leon County between the years 2015 and 2020. The purpose of the project was to develop an understanding of commonalities among the people, conditions, and circumstances contributing to homicides in the community. The report presented several specific findings and recommendations, including establishing a working group or committee tasked with developing a plan with specific goals and strategies to reduce violent crime in the community.

Following the Sheriff's presentation, the Board directed staff to prepare an agenda item to consider the establishment of a Commission on the Status of Men and Boys in collaboration with LCSO, the City of Tallahassee, and Leon County Schools, with the purpose of addressing the issues presented in the *Anatomy of a Homicide Project* report. During the meeting, Commissioners also reflected on the structure of such a commission, including whether it should be established with a structure similar to the Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG). The LCSO has also offered a draft charter for a Commission on the Status of Men and Boys for the Board's consideration which proposes a specific organizational structure and identifies internal staffing needs that would be required to support the commission on an ongoing basis. The Analysis section of this item presents a more detailed discussion of how such a commission may be structured under both models and provides options for the Board's consideration should it wish to do so.

This item advances the following FY2022-FY2026 Strategic Initiative, which the Board approved at the January 24, 2022 Annual Retreat (subject to ratification by the Board):

• Support the Sheriff in the implementation of the Council on Men and Boys to address the issues brought forth in the Sheriff's Anatomy of a Homicide Project report. (2022-27)

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

• (Q3) Provide essential public safety infrastructure and services while supporting early intervention and prevention strategies.

Analysis:

As discussed above, the Analysis section of this item provides a discussion of two options for establishing a Commission on the Status of Men and Boys – either with a structure similar to that of the CSWG or under a separate model proposed by the Sheriff's Office. Under either approach, it is anticipated that such a commission would be tasked with developing a plan with specific goals, objectives, and strategies to address the disparities and challenges that men and boys experience with respect to violence, criminal justice, education, employment, health, and other relevant factors.

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Structure Similar to the Tallahassee-Leon County Commission on the Status of Women and Girls:

The Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG) is comprised of 21 members. Seven appointments are made by the Board (with each Commissioner making one appointment), seven appointments by the City Commission (one appointment per Commissioner, and two at-large appointments made by the full City Commission), and seven appointments are made by the CSWG and ratified by both the Board and the City Commission. Members of the CSWG serve two-year terms and can serve for a maximum of three terms.

The Oasis Center, a leading organization in the community on issues affecting women and girls, provides all administrative support to the CSWG. The County and City each provide funding in the amount of \$20,000 for these services, for a total of \$40,000. As approved by the Board in 2012, one half of the County's funding (\$10,000) is provided to the Oasis Center specifically for research and development support to the CSWG. By contracting with Oasis for administrative support, this staffing model facilitates the collaborative development, with input from several other related organizations, of research and policy recommendations that address the unique needs of women and girls in the community. The CSWG presents midyear and annual reports to both the County and City Commissioners providing a summary of its activities throughout the year as well as updates and recommendations from the CSWG's four subcommittees (Education & Economic Security, Girls Subcommittee, Health & Development, and Violence & Safety). The 2021 CSWG Annual Report is included as Attachment #2 to this item.

Should the Board wish to establish a Commission on the Status of Men and Boys with a structure similar to that of the CSWG, an agenda item would be presented at the March 8, 2022 meeting for the Board's consideration to adopt an enabling resolution and to authorize a Request for Proposals (RFP) for a community-based human services agency whose mission aligns with the purpose of the Commission on the Status of Men and Boys to provide staff support. The cost to establish and staff the commission with outside agency support would be determined based upon responses to the RFP; however, it is anticipated that the cost would be similar to the County's and City's current contract with the Oasis Center.

Structure Proposed by the Leon County Sheriff's Office:

As discussed in the Background section of this item, the LCSO has also offered a draft charter for a Commission on the Status of Men and Boys for the Board's consideration (Attachment #3). Under the draft charter, the commission would be organized into three functional components: a Leadership Council, an Executive Steering Committee, and seven subcommittees to address specific areas of focus. An Executive Director would be appointed to manage the committee and additional support functions would be needed for administrative support and data analysis.

As reflected in the LCSO proposal, resource needs anticipated to support the functioning of the commission would include a full-time Executive Director, two part-time positions for administrative support and data analysis, infrastructure to support a database and data analysis tools, software licensing for data analysis tools, teleconferencing, County and/or City facilities to be used for meeting space, and a printing budget for community outreach materials and reports. It is anticipated that the personnel and operating cost to establish a Commission on the Status of Men and Boys under this model would be approximately \$150,000 to \$200,000 annually. Under this

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option, based upon the organizational model and staffing structure reflected in the LCSO's proposed approach, it is recommended that the entity be staffed by and housed within the Sheriff's Office. Should the Board wish to pursue this option, an agenda item would be presented at the March 8, 2022 meeting with additional details regarding the expected personnel and operating costs and a budget amendment for the Board's consideration.

Participation by the City of Tallahassee and the Leon County School Board and Next Steps:

During its January 26, 2022 meeting, the Tallahassee City Commission approved the City's participation in the Commission on the Status of Men and Boys. The Leon County Schools Superintendent has also indicated preliminary interest in participating. As discussed throughout this item, should the Board wish to establish a Commission on the Status of Men and Boys, staff will further engage the City of Tallahassee and Leon County Schools to discuss ongoing financial participation based on the direction provided by the Board.

Conclusion:

Based upon the direction provided during the December 14, 2021 meeting, this item presented two options for the Board's consideration to establish a Commission on the Status of Men and Boys. The Board may wish to establish such a commission with a structure similar to that of the Tallahassee-Leon County Commission on the Status of Women and Girls; alternatively, the Leon County Sheriff's Office has also offered a proposed structure which would involve establishing an administrative structure within the Sheriff's Office to staff and operate the commission.

As discussed in this item, the County has established an effective model, in partnership with the City of Tallahassee and the Oasis Center, for the structure and operation of the CSWG. Like the CSWG, should the Board wish to establish a Commission on the Status of Men and Boys with a similar structure, the commission would be staffed by a community-based human services agency whose mission aligns with the purpose of the commission, would provide research and development support to inform the work of the commission, and would present regular progress and activity reports to the Board and other stakeholders. While the Sheriff's Office has proposed a separate model for the structure of a Commission on the Status of Men and Boys, establishing the commission based upon the CSWG model could be done at a substantially lower ongoing cost without the need to establish a new administrative structure. Also, the mission, purpose, and deliverables of the commission under the CSWG model are not inconsistent with those recommended by the Sheriff's Office. Regardless of the structure, the Commission on the Status of Men and Boys would be tasked with developing a plan with specific goals, objectives, and recommended strategies to address the disparities and challenges that men and boys experience with respect to violence, criminal justice, education, employment, health, and other relevant factors. For the reasons described above, this item recommends the Board establish the Commission on the Status of Men and Boys with a structure similar to that of the CSWG.

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Options:

- 1. Direct staff to prepare an agenda item for the March 8, 2022 meeting for the Board's consideration to establish a Commission on the Status of Men and Boys with a similar structure to the Tallahassee-Leon County Commission on the Status of Women and Girls as discussed in this item.
- 2. Direct staff to prepare an agenda item for the March 8, 2022 meeting for the Board's consideration to establish a Commission on the Status of Men and Boys within the Leon County Sheriff's Office as discussed in this item.
- 3. Accept the report on the Sheriff's proposal to establish a Commission on the Status of Men and Boys and take no further action.
- 4. Board direction.

Recommendation:

Option #1

Attachments:

- 1. Anatomy of a Homicide Project Final Report
- 2. 2021 Commission on the Status of Women and Girls Annual Report
- 3. Leon County Sheriff's Office proposed charter for the Commission on the Status of Men and Boys







An exploratory review of the homicides committed in Leon County between 2015-2020



A collaboration between the Leon County Sheriff's Office and the Florida Sheriffs Association

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September 2021

Introduction

At the direction of Sheriff Walt McNeil, the Leon County Sheriff's Office (LCSO) began a review of data related to the 141 homicides recorded in Leon County from 2015-2020. The purpose of this exploratory project was to gain a better understanding of the commonalities between the people, conditions, and circumstances contributing to the incidents.

The Anatomy of a Homicide Project goals included:

- 1. Examining commonalities of homicide victims and offenders.
- 2. Identifying underlying issues, such as adverse childhood experiences (ACE), which may have contributed to or resulted in the homicides.
- 3. Understanding the various behavioral, social, environmental, economic, or situational factors experienced by both victims and offenders and how these factors may be correlated to the homicides.
- 4. Identifying commonalities in location, time, and methods by which homicides are committed.
- 5. Understanding motivational factors contributing to the homicides.
- 6. Identifying intelligence and investigative gaps and methods to better collect this data in the future.
- 7. Developing recommendations for targeted actions to mitigate contributing factors and prevent future homicides.

The social, emotional, and financial costs of homicide for victims and offenders, the criminal justice system, the health care system, and society in general, far exceed those of other crimes. One study estimated the cost of one (1) murder to be 38 times higher than rape, 51 times higher than an armed robbery, and 119 times higher than an aggravated assault.¹

Prevention of homicides is a top priority for the Leon County Sheriff's Office.

Additional research is needed to fully diagnose the problem and move forward with a series of people, place, and behavior-based strategies. When treated as a public health problem, using a scientific epidemiological approach, homicides can be prevented.² It will take an ALLin community working together with focus, fairness, and a balanced approach of prevention and enforcement.

The Leon County Sheriff's Office dedicates this report to the victims of the homicides which occurred in Leon County from 2015-2020 and the families, friends, and neighborhoods impacted by these tragedies. While we will never fully understand the circumstances of these events, we will build on what we have learned by advocating for additional research, improved data collection and analysis, increased collaboration and information sharing between agencies, providers, and the community, and solutions which are both evidence-based and community informed.

^A Florida Uniform Crime Report Supplemental Homicide Reports 2015-2020.

Methodology

Definitions

The Florida Department of Law Enforcement (FDLE) Uniform Crime Report (UCR) Guide Manual (November 2018) defines **homicide** as the killing of one human being by another.

Any death due to a fight, argument, quarrel, assault, or which occurs during the commission of crime, by premeditated design is included in the category of **murder (criminal homicide) and non-negligent manslaughter**. Criminal homicide and non-negligent manslaughter cases <u>were included</u> in the sample for this study.

Negligent manslaughter is defined as the killing of another person through gross negligence. Any death of an individual resulting from the negligent act of another individual is included in this category. Negligent manslaughter cases <u>were not included</u> in the sample for this study.

Justifiable homicide is defined as the killing of the perpetrator of a serious criminal offense either by a law enforcement officer in the line of duty, or by a private citizen, during the commission of a serious criminal offense. Justifiable homicide cases <u>were not included</u> in the sample for this study.

Sources

The findings in this report were derived using a combination of the following sources:

- 1. Uniform Crime Report (UCR) Supplemental Homicide Reports (2015-2020).
- 2. LCSO investigative reports.
- 3. Tallahassee Police Department (TPD) homicide data (2017-2020).
- 4. Leon County Justice Information System (JIS).
- 5. Law Enforcement Information Exchange (LInX).
- 6. Office of the State Attorney, 2nd Judicial Circuit.
- 7. Corrections Integrated Needs Assessment System (CINAS-Lite) Assessment Reports.
- 8. Open-source data.

Academic and trade journals, government reports, and other sources used to compile the data comparisons and recommendations are cited as endnotes in the <u>References</u> section of this report.

Sample and Scope

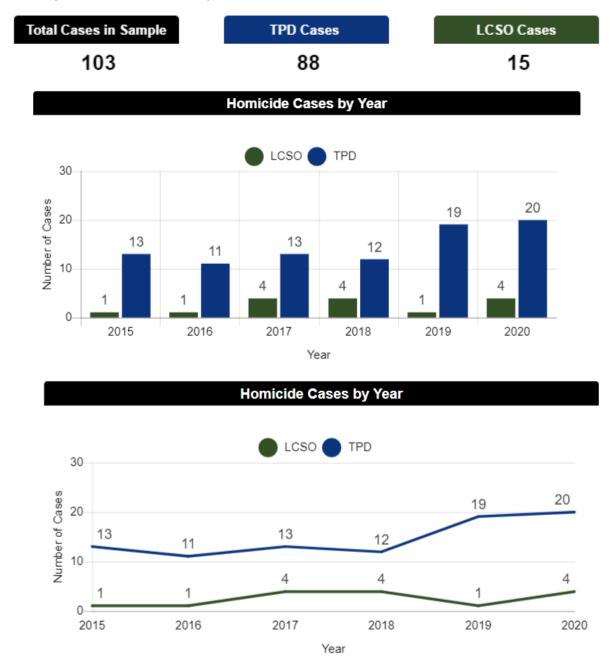
After initial review of the 141 homicides noted in the UCR Supplemental Homicide Reports, 22 cases meeting the following criteria were removed from the sample:

- 1. Negligent manslaughter cases (UCR Circumstance codes 1-6).
- Homicides committed while incarcerated (UCR Circumstance code P).
- 3. Justifiable homicides (UCR Justifiable Circumstances codes 2 and 3).

After the initial case review was completed, 16 additional cases meeting the following criteria were removed from the sample:

- 1. Cases deemed justifiable/self-defense during trial. (8)
- 2. Domestic violence cases.^B (6)
- 3. Cases where the offender was deemed incompetent. (2)

The final Anatomy of a Homicide sample included 103 cases involving 108 victims and 125 offenders. Twenty (20) of the 125 offenders were unknown (suspect info not on file). Of the remaining 105 offenders, the project team was able to obtain data for 92.



^B Domestic violence cases are unique in motive, victim/offender relationships, locations where they occur. Since they represented a small number of the cases, they were removed to maintain focus on the more prevalent acts of general violence. Domestic violence homicide cases can be reviewed collectively to gain a better understanding of the specific nature of those crimes.

Limitations:

- Information about TPD cases was obtained from summary data they shared for homicides that occurred between 2017-2020 and by reviewing reports available in LInX. LCSO did not have access to the actual reports, which may have contained additional information pertinent to the project. Additionally, the summary data was not available for the 2015-2016 cases. With 85 percent of the cases being investigated by TPD, this was a significant limitation.
- Criminal history information was obtained from the Judicial Information System (JIS) and TPD homicide summary data. In most cases, only local criminal history data and adult charges were available.
- 3. The project team was able to obtain information about 92 of 105 known offenders. Fifty-six (56) of them were incarcerated at the Leon County Detention Facility at the time of the study. Forty-six (46) of 56 inmates voluntarily participated in the CINAS-Lite assessment; therefore, assessment data is available for 50 percent of the known offenders in the sample. The assessment data is confidential and was aggregated, rather than associated to the specific offenders.
- 4. Access to a statistical analysis program would have allowed for the cross tabulation of data and may have yielded additional insights when comparing the distribution of multiple variables. Automated data analysis would have also reduced the risk of human error.
- 5. Demographic information was available for all 108 victims within the sample. However, in most cases^c, the offender data represents only 105 of 125 offenders (84%). Therefore, the offender demographics noted in this report, are underrepresented based on the unknowns.

Additional Considerations:

- 1. The review was conducted by multiple team members and required a significant amount of data entry. Much of the data was unstructured, which prevented automated analysis. The manual nature of the data collection and analysis presents a risk for human error.
- 2. The data presented in the <u>Summary of Findings</u> was compiled from the sources available to the project team at the time of this report and should not be considered official data. This project was intended to be a first step in gaining a better understanding of the homicides that have occurred in Leon County and developing actionable steps to mitigate and prevent future homicides. Additional academic research, data analytics support (expertise and software), and input from the Tallahassee Police Department could greatly enhance these findings.

-

^C For two (2) of the unknown offenders, UCR Supplemental Homicide reports indicated the race and sex only. Therefore, race and sex data are only missing info for 18 (rather than 20) offenders in these calculations.

Summary of Findings

Who? Homicide Victims and Offenders

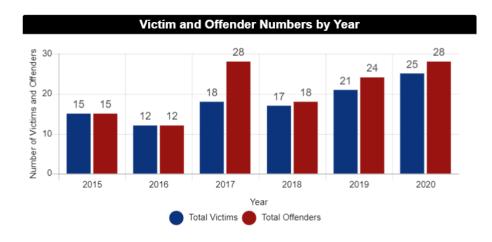
Key Data Points

- 1. One-hundred and eight (108) victims and 125 offenders were involved in the 103 cases within the sample.
- 2. While representing only 31.5 percent of Leon County's population, 75 percent of victims and 69 percent of offenders within the sample were Black.
 - a. Black males represented 69 percent of victims. The victimization of Black males was over four (4) times greater than that of white males.
 - b. Black males represented 67 percent of offenders which is almost five (5) times more than white males.
- 3. Males were over six (6) times more likely to be a victim of homicide than females, and almost 17 times more likely than females to perpetrate a homicide.
 - a. Eighty-six (86) percent of victims were male.
 - b. At least 81 percent of offenders were male. Sex was unknown for 14 percent of offenders; therefore, the actual percentage is likely higher.
- 4. Forty-two (42) percent of victims and 35 percent of offenders were between the ages of 15-24. The second highest age group was 25-34 with 34 percent of victims and 32 percent of offenders. Only 22 percent of victims and 17 percent of offenders were over age 35.
 - a. The average age of victims was 29.6. Average age of offenders was 28.
- 5. Eighty-four (84) percent of offenders and 52 percent of victims had previous criminal charges, with 58 percent of offenders and 28 percent of victims having one (1) or more previous charges for a violent crime.^D
 - a. Thirty-five (35) percent of offenders and 14 percent of victims had one (1) or more previous firearm-related charges.^E
 - b. Four (4) of the known offenders and one (1) victim had previous homicide charges.

 $^{^{\}rm D}$ Criminal history data obtained from JIS and TPD summary data.

^E Count includes individuals with charges for possession of a firearm by a convicted felon or delinquent, commission of a previous crime with a firearm (robbery, aggravated assault, etc.), and carrying a concealed weapon without a permit.

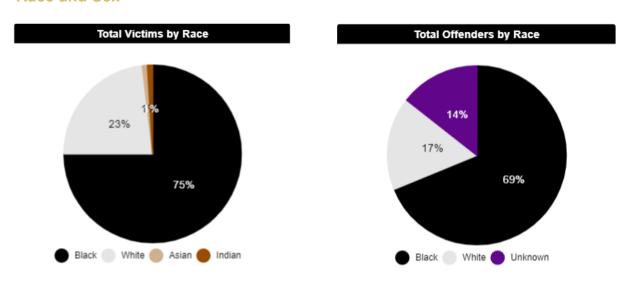
- 6. Victims and offenders were acquaintances in 59 percent of the cases, strangers for 11 percent, friends in 7 percent, and co-habitants in 3 percent. The victim/offender relationship was not determined for 21 of the 103 cases, based on the information reviewed.
- 7. Of the 103 cases in the sample, 95 percent involved a single victim. Sixty-one (61) cases involved a single victim with a single offender. Only five (5) cases involved multiple victims. Multiple offenders were involved in 15 of 103 cases.



The data sample included 103 cases involving 108 victims and 125 offenders.

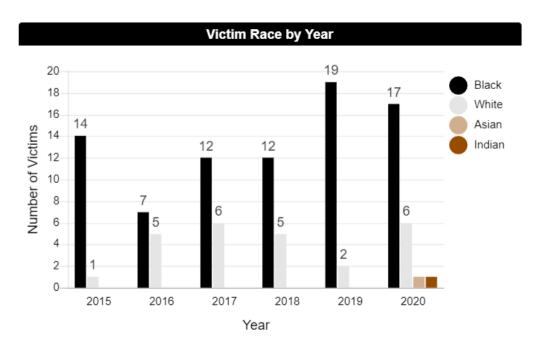
Victim and Offender Demographics and Characteristics

Race and Sex

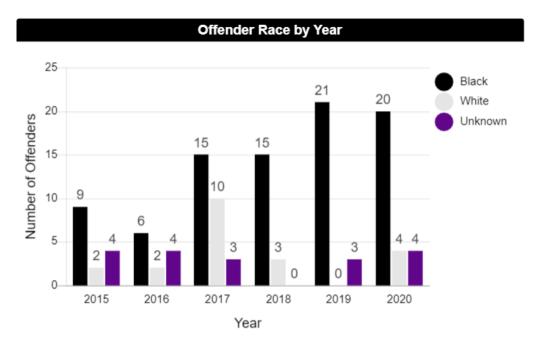


Eighty-one (81) of 108 total victims were Black which is over 4 times greater than the number of white victims (25). This is significantly disproportionate to the racial composition of Leon County which is approximately 61 percent white and 32 percent Black. Only two victims were of other races.

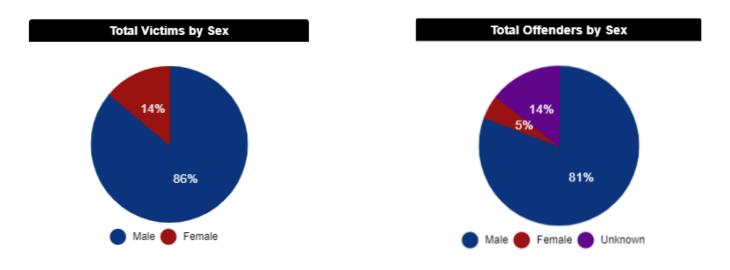
Eight-six (86) of 125 offenders were Black, while 21 were white. Race was unknown for 18 offenders.



From 2015-2020, the number of Black victim counts ranged from 7-19 annually, with an average of 13.5 per year. During that same time period, white victim counts ranged from 1-6 annually, with an average of 4.2 per year.



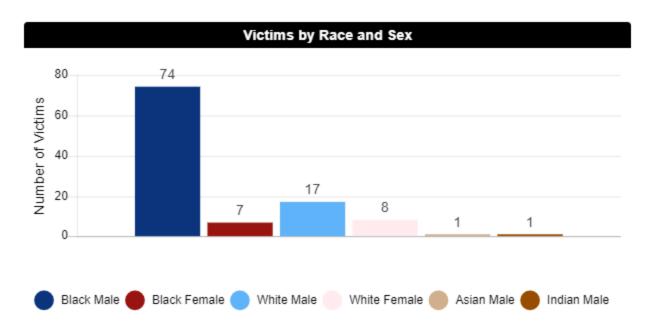
By year, the number of Black offenders ranged from 6-21 with an average of 14.3 per year. The number of white offenders ranged from 0-10 with an average of 3.5 per year.



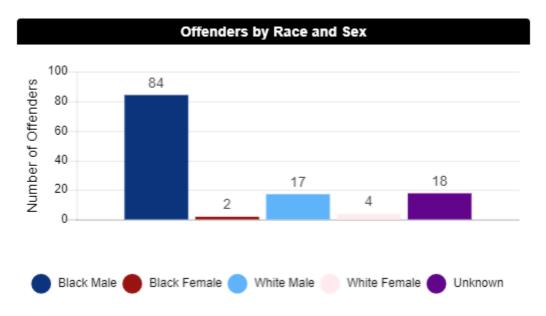
From 2015-2020, 93 of 108 victims were male, while 15 were female. Male offenders represented 101 of 125 offenders, while females only accounted for six (6). Sex was unknown for 18 offenders.



From 2015-2020, the number of male victims ranged from 9-23 per year with an average of 15.5. Female victims ranged from 0-4 with an average of 2.5 per year.

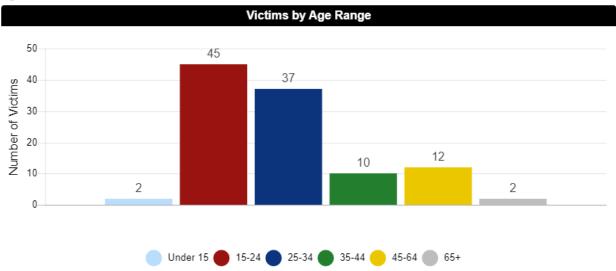


Sixty-nine (69) percent of victims were Black males, while only 16 percent were white males. The percentage of white female victims was slightly higher than Black females at 7 percent and 6 percent, respectively.

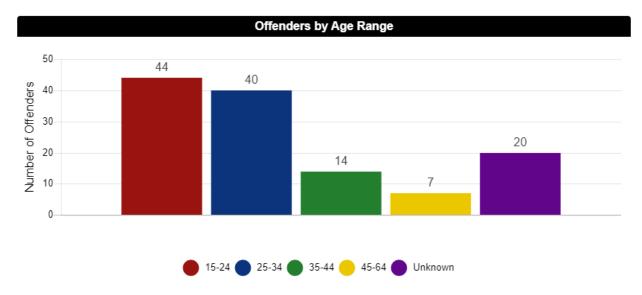


Sixty-seven (67) percent of offenders were Black males, while only 14 percent were white males. White female offenders represented three (3) percent and Black females represented two (2) percent. Race and sex were unknown for 14 percent of offenders.





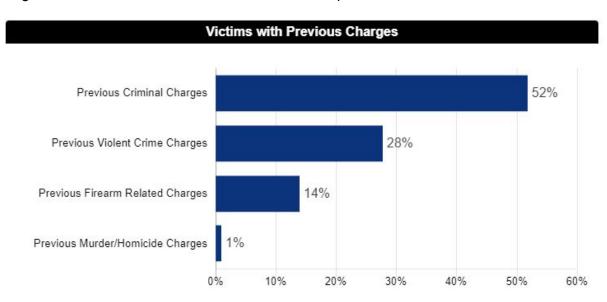
The 15-24 age group was the highest for both victims and offenders. Forty-two (42) percent of victims and 35 percent of offenders fell within this age group. The second highest age group was 25-34 with 34 percent of victims and 32 percent of offenders. Prevalence of victimization and offending dropped off significantly after age 35. Only 22 percent of victims and 17 percent of offenders were over age 35.



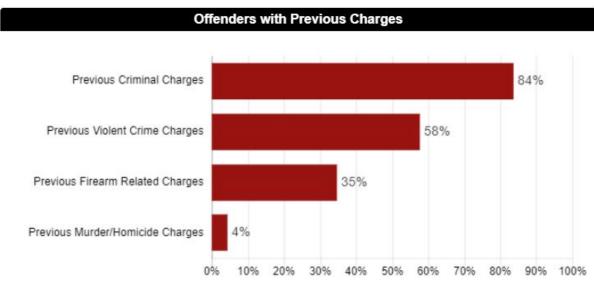
Twenty-one (21) was the age that had the highest number of both victims (10) and offenders (12). Age 21 represented 9.3 percent of all victims and 9.6 percent of all offenders. Ages 24 and 28 were the next highest for victims, both with eight (8). Ages 22 and 26 were the next highest for offenders with eight (8) and seven (7), respectively.

Victim and Offender Criminal History

Criminal history data was compiled by reviewing previous charges in JIS and summary data provided by TPD. Official criminal history data was requested, but not received within the timeframe of this report. In most cases, the data only included local criminal history and adult charges. It is assumed that the data below is underrepresented due to that fact.

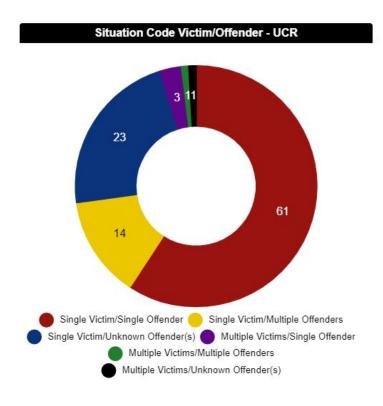


The majority of both victims and offenders had previous charges at the time of the homicide was committed. Fifty-six (56) victims and 77 offenders had previous criminal charges. Thirty (30) victims and 53 offenders had previous violent crime charges. Fifteen (15) victims and 32 offenders had previous firearms charges. One (1) victim and four (4) offenders had previous homicide charges.



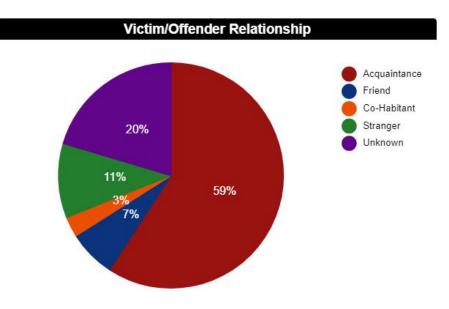
With 20 of the 125 offenders unknown, and information only available for 92 of those, the percentages of offenders with charges are likely higher than what is represented.

Victim Offender Relationship



Ninety-five (95) percent of the cases resulted in the death of a single victim, whereas only five (5) of the cases involved the death of multiple victims. Fifteen (15) of the cases indicated multiple offenders. Offender information was unknown for 24 of the cases (22%).

For 61 of the 103 cases, the victims and offenders were acquaintances. Victims and offenders were friends in 7 cases and co-habitants in 3. Victim / offender relationship was unknown for 21 of the cases.



Where? Homicide Locations, Victim and Offender Addresses

Key Data Points

- 1. Eighty-seven (87) percent of the homicides occurred within the Tallahassee city limits. Only 13 percent occurred in the unincorporated areas of Leon County.
- 2. The 32304 zip code was the most adversely impacted zip code in Leon County. While comprising only 17 percent of Leon County's population, 32304 had the highest homicide frequency with 35 percent of the total sample. Additionally, 24 percent of victims and 12.3 percent of offenders resided in the 32304 zip code at the time of the homicide.
- 3. The 32304 and 32301 zip codes combined, account for 57 percent of the homicides within the sample. Only 27 percent of Leon County's population resides within these zip codes. 32304 and 32301 contain approximately 26 square miles, which is only 4 percent of Leon County's square mileage.
- 4. Griffin Heights and Frenchtown neighborhoods had the highest density of homicide incidents per square mile (8.3 15), followed by South City and Bond & Providence neighborhoods (7.4 8.3).
- 5. Fourteen (14) percent of offenders resided outside of Leon County at the time of the homicide. There were more offenders from outside of Leon County (18), than any other single zip code within the county (32304 was the next highest with 16).

ZIP Code Analysis

Seventy-three (73) percent of the homicides (75 of 103) within the sample occurred within 3 of the 10 residential zip codes in Leon County, 32304, 32301, and 32310.

While accounting for only 57 percent of Leon County's population, zip codes 32304, 32301, 32303, and 32305 accounted for 91 percent of homicides (94 of 103). The remaining five (5) zip codes accounted for only 8.7 percent of homicides (9 of 103), while comprised of 42 percent of Leon County's population.

Zip codes 32304 and 32301 were the top two (2) for both the victim's and offender's residence at the time of the homicide.

The data below was derived from a review of the United States Census 2019 American Community Survey (ACS) Data Profiles, and Subject Tables. Source tables are DP04, DP05, S1501, S1701, and S1903. See also, the Comparison to Untied States Census Information table on page 19.

Of all the zip codes in Leon County, 32304 has the:

- Lowest median income.
- Lowest owner-occupied housing rates.

- Highest percent of unemployment.
- Highest percent of individuals living below the poverty level.

The only characteristic that 32304 did not rank the most disadvantaged for is the percent of persons over 25 who were high school graduates or higher. Two (2) other zip codes (32310 and 32305) had a lower number for this characteristic.

Poverty Level: Fifty-six (56) percent of the population was living below the poverty level in the 32304 zip code. This is over one and half times greater than the overall number of individuals living below the poverty level in Leon County (20.8%). The next highest is zip code is 32310, with 28.2 percent of individuals living below the poverty level. For the five (5) zip codes with the lowest homicide rates, the percent of individuals living below the poverty level ranged from 4.8 percent to 10.3 percent.

Median Income: The median income in the 32304 zip code was \$23,638 which was less than half of the median income for Leon County (\$53,106).

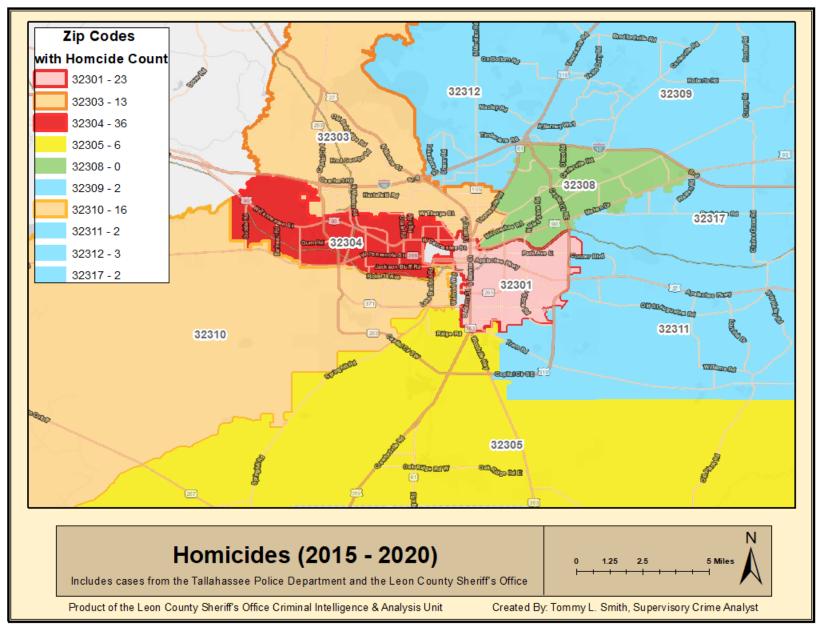
Owner Occupied Housing: The owner-occupied housing rate was 12.3 percent in zip code 32304, compared to 53 percent for all of Leon County. Owner occupied housing percentages range from 30.4 percent to 89 percent in all other zip codes.

Unemployment: The unemployment rate in the 32304 zip code was 14.3 percent which was over three (3) times higher than the Leon County rate of 4.7 percent. Unemployment rates in the five (5) zip codes with the least number of homicides range from 3.9 percent to 4.8 percent.

Percent of Persons over 25 who are High School Graduates or Higher: In the 32304 zip code, the percent of individuals over 25 who were high school graduates or higher was 86.1 percent. Both 32305 and 32310 had lower rates at 84.9 percent and 84.6 percent respectively. Percentages for all other zip codes ranged from 92.5 percent to 97.7 percent.

Homicide Rate Per 10,000: Although zip code 32310 ranked third in the total number of homicides with 16, based on the population of the zip code, 32310 had the highest homicide rate per 10,000 at 10.3. 32301 and 32304 had the second and third highest at 7.34 and 7.21 respectively. The remaining seven (7) zip codes had a homicide rate per 10,000 ranging from 0-2.87.

Leon County Zip Codes with Homicide Count

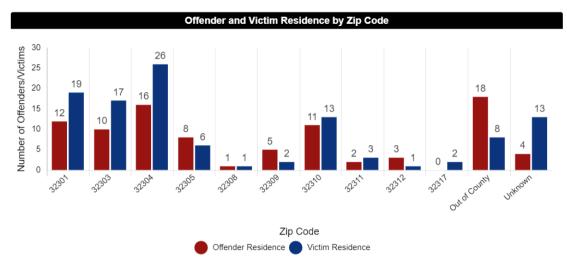


Comparison to United States Census Data

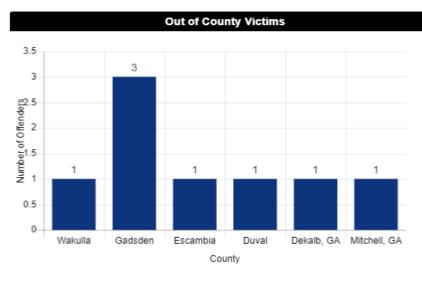
Characteristic by Area	32304	32301	32310	32303	32305	32312	32309	32311	32317	32308	Leon County
Population	49,927	31,317	15,544	48,507	20,902	32,783	31,597	22,264	14,876	22,029	293,582
% White	54.3%	44.6%	41.6%	60.8%	38.1%	81.2%	80.7%	59.5%	78.8%	72.0%	60.8%
% Black	36.6%	48.1%	52.0%	34.4%	56.9%	10.2%	11.3%	27.5%	10.8%	22.1%	31.5%
% Hispanic	9.1%	5.9%	8.0%	5.0%	6.0%	4.4%	7.5%	6.7%	6.4%	4.6%	6.7%
% Below Poverty Level	56.0%	24.3%	28.2%	18.5%	24.5%	6.3%	5.6%	4.8%	5.3%	10.3%	20.8%
Median Income	\$23,638	\$45,235	\$36,127	\$50,726	\$40,701	\$100,360	\$80,902	\$74,244	\$88,306	\$65,949	\$53,106
Unemployment Rate	14.3%	9.3%	6.6%	4.3%	10.9%	4.0%	4.2%	4.8%	3.9%	4.7%	4.7%
% of persons over 25 who are High School Graduates or Higher	86.1%	92.5%	84.6%	94.2%	84.9%	97.7%	97.4%	95.8%	97.0%	96.8%	93.5%
% Owner Occupied Housing	12.3%	30.4%	44.1%	51.0%	61.2%	84.0%	80.4%	63.1%	89.0%	54.8%	53.0%
Number of Homicides within this Area (in the 2015-2020 sample)	36	23	16	13	6	3	2	2	2	0	103
Percent of Total Homicides within this Area (in the 2015- 2020 sample)	35%	22%	16%	13%	6%	3%	2%	2%	2%	0%	100%
Homicide Rate Per 10,000 People	7.21	7.34	10.3	2.68	2.87	0.92	0.63	0.9	1.34	0	3.5
Number of Offenders Living in the Area (at the time of the homicide)	16	12	11	10	8	3	5	2	0	1	68
Percent of Offenders Living in the Area	12.8%	9.6%	8.8%	8%	6.4%	2.4%	4%	1.6%	0%	1%	54.6%
Number of Victims Living in the Area (at the time of the homicide)	26	19	13	17	6	1	2	3	2	1	90
Percent of Victims Living in the Area	24%	16.6%	12%	15.7%	5.5%	1%	1.9%	2.7%	1.9%	1%	82.3%

Zip codes are arranged from left to right in order of greatest number of homicides to the least number of homicides. Seventy-three (73) percent of homicides occurred within the zip codes highlighted in red. Only 9 percent of homicides occurred within the zip codes highlighted in blue.

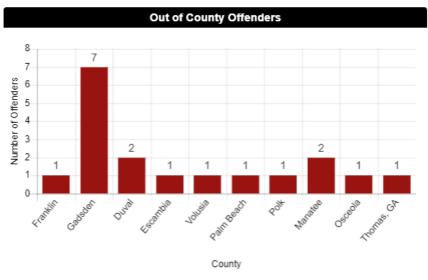
Census information above was derived from a review of the United States Census 2019 American Community Survey (ACS) Data Profiles, and Subject Tables. Source tables are DP04, DP05, S1501, S1701, and S1903.



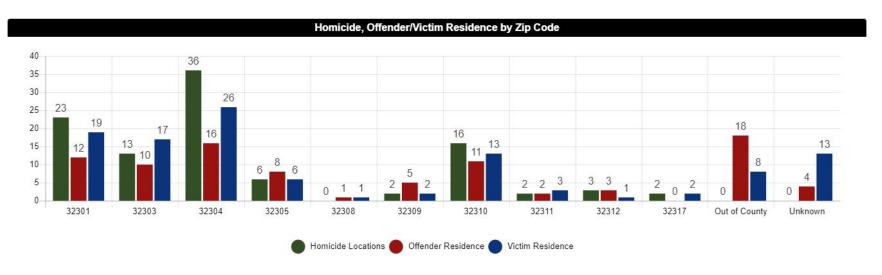
Residence was unknown for nine (9) percent of victims and 31 percent of offenders. Seven (7) percent of victims and 14 percent of offenders resided outside of Leon County at the time of the homicide.



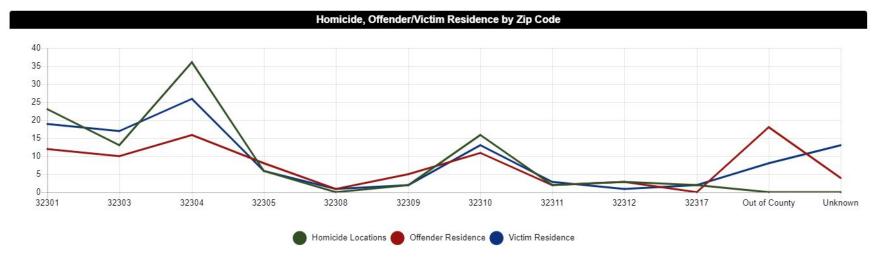
Eight (8) of the victims resided outside of Leon County. Three (3) resided in Gadsden County and two (2) resided in Georgia.



Of the offenders residing outside of Leon County, 40 percent were from Gadsden County, FL. One (1) offender resided out-of-state (Thomasville, GA).



For the cases within the sample, zip code 32304 had the greatest number of homicides and the greatest number of both victims and offenders living within the area. The 32301 zip code had the second highest numbers of all three (3) categories, followed closely by 32310 and 32303. The number of victims and offenders living within the zip code appeared to be proportionate with the number of homicides occurring within the zip code.

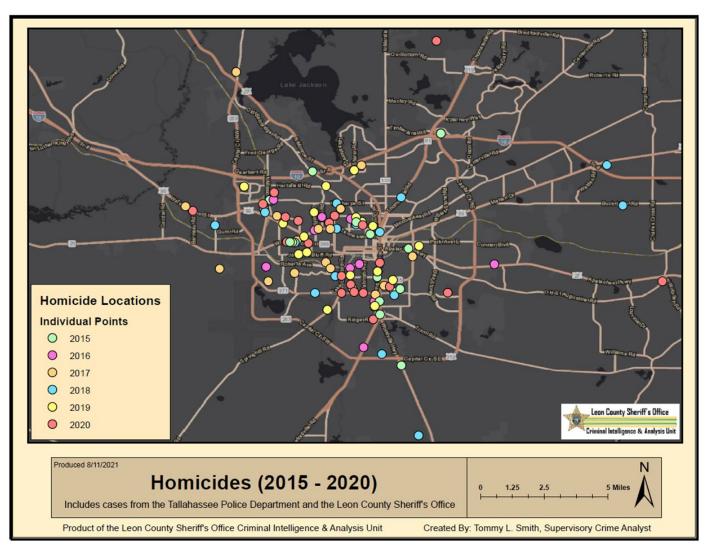


Homicide Location Maps

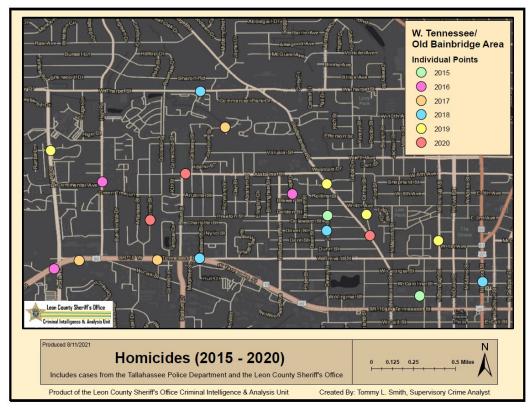
Homicide Point Maps

The following maps illustrate the location of homicides by year.

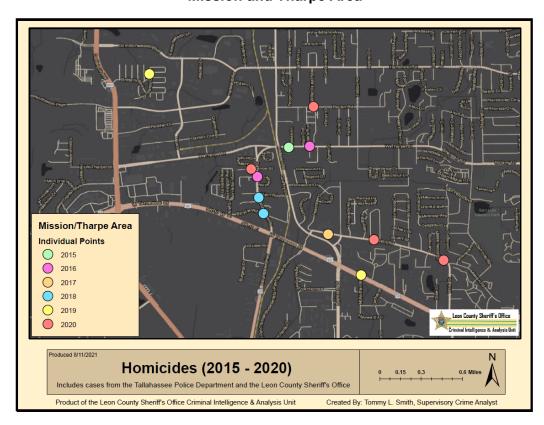
Leon County Homicide Map



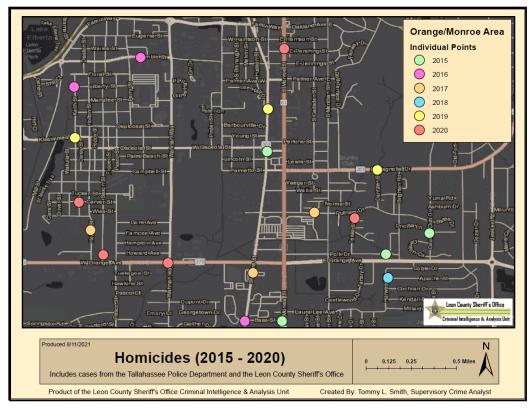
West Tennessee and Old Bainbridge Area



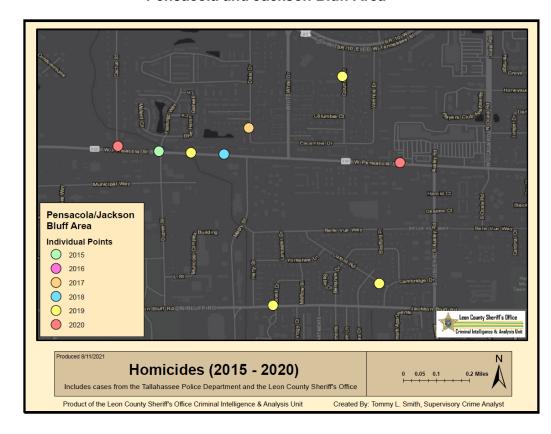
Mission and Tharpe Area



Orange and Monroe Area

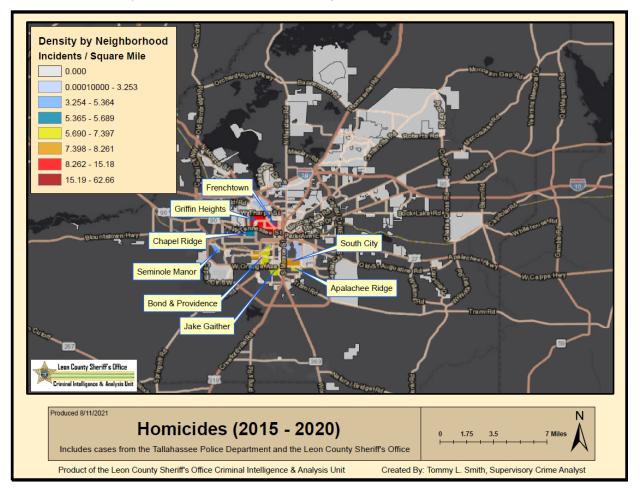


Pensacola and Jackson Bluff Area



Density by Neighborhood

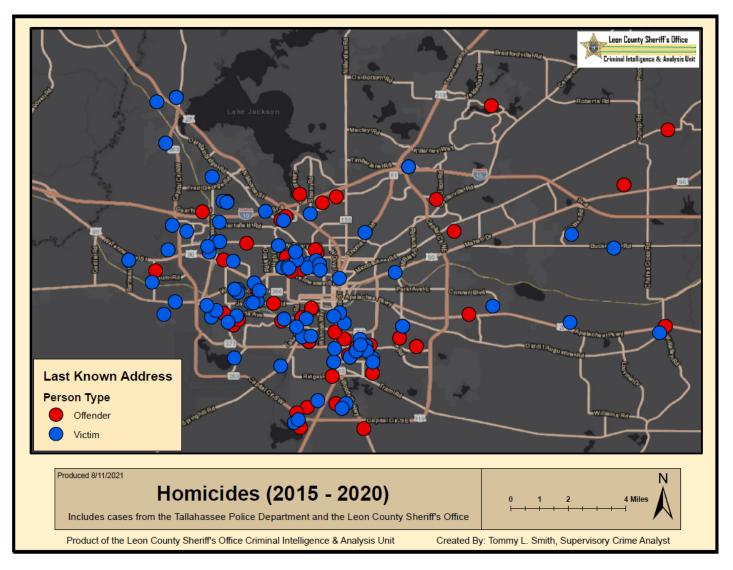
The following map illustrates the density by neighborhood represented by the number of incidents per square mile. This mapping style only recognizes homicides that happened within the neighborhood borders. Incidents which occurred in the surrounding areas (outside the neighborhood boundaries) are not captured in the density calculations.



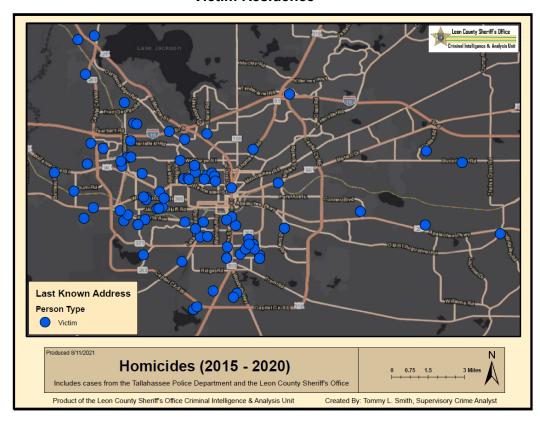
Griffin Heights and Frenchtown had the highest density per square mile (8.3 - 15), followed by South City and Bond & Providence neighborhoods (7.4 - 8.3). Apalachee Ridge and Jake Gaither communities had a density of 5.7 - 7.4 incidents per square mile and Chapel Ridge neighborhood was close behind at 5.4 - 5.7.

Victim and Offender Residence Maps

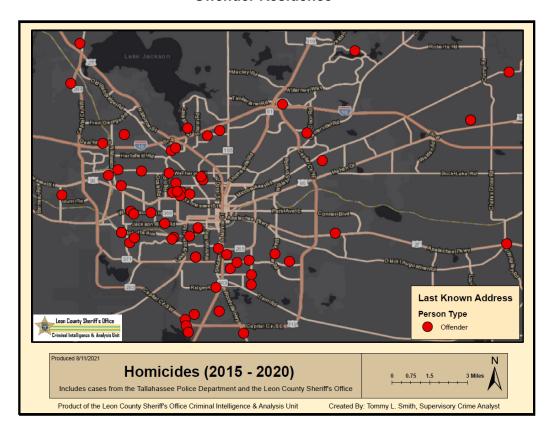
The following point maps illustrate the location of the victim and offender residences at the time of the homicide. Residence information was not available for all victims and offenders. Victim and offender addresses were clustered similarly to the homicide locations.



Victim Residence



Offender Residence

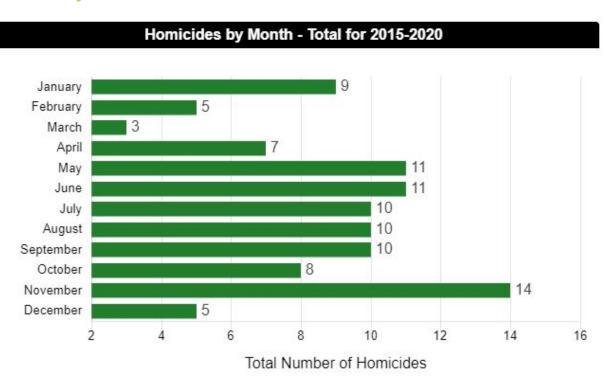


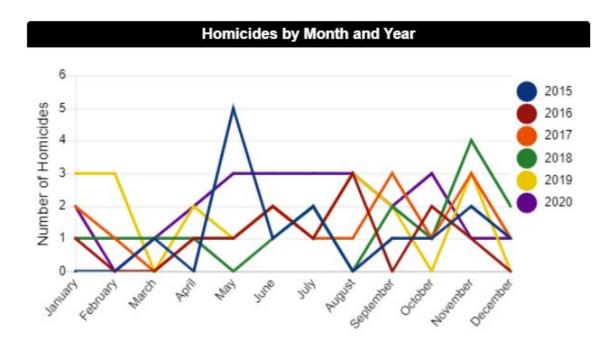
When? Month and Day

Key Data Points

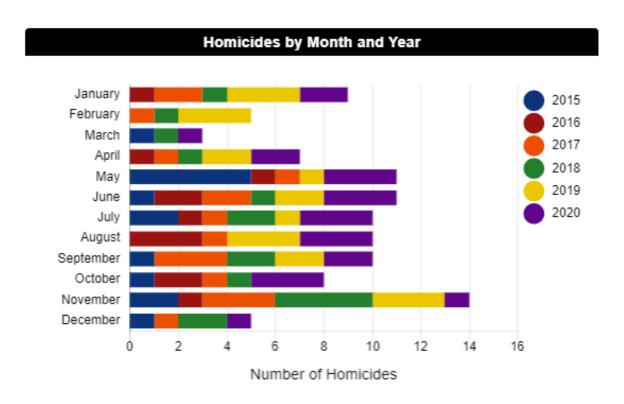
- 1. From 2015-2020, the overall average number of homicides per month was 2.45 with a range of zero (0) to five (5).
- 2. From 2015-2020, November had the highest total number of homicides with 14. March had the lowest at three (3).
- 3. The greatest number of homicides to occur in one month was in May of 2015, when the total monthly count was five (5).
- 4. Fifty-three (53) percent of homicides occurred over the weekend (Friday, Saturday, and Sunday). Friday and Sunday were the highest, at 18 percent for each day, followed closely by Saturday at 17 percent.
- 5. During the week, homicides were most prevalent on Tuesdays, which accounted for 15 percent of the total. Conversely, Mondays represented the lowest percentage of homicides at just seven (7) percent.

Homicides by Month

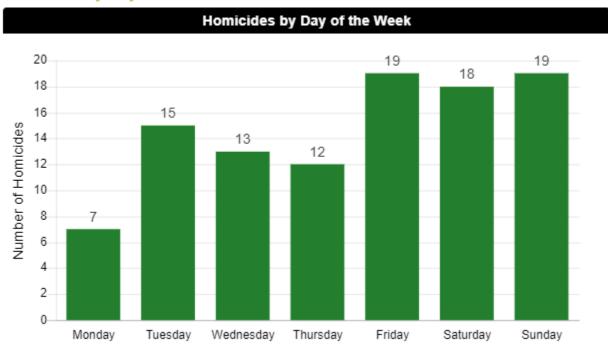




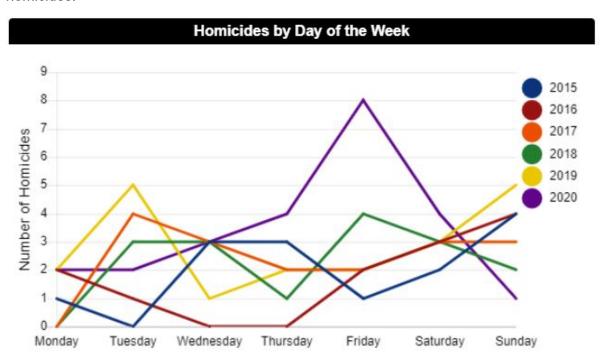
From 2015-2020, November averaged four (4) homicides each year. May and June followed averaging 2.86 homicides each year. May had the highest single month count at five (5). March had the lowest frequency of homicides, averaging less than one (1). February and December were the second lowest, both averaging 1.43.



Homicides by Day of the Week



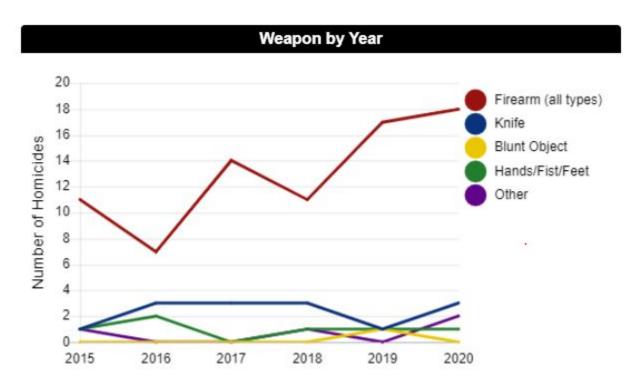
Overall, Mondays and Thursdays had the lowest frequency of homicides. Friday and Sunday had the highest frequency, with Saturday being close behind. With 54 percent of homicides occurring over the weekend (Friday-Sunday) and 46 percent occurring during the week (Monday-Thursday), the overall frequency of weekend homicides is greater than weekday homicides.



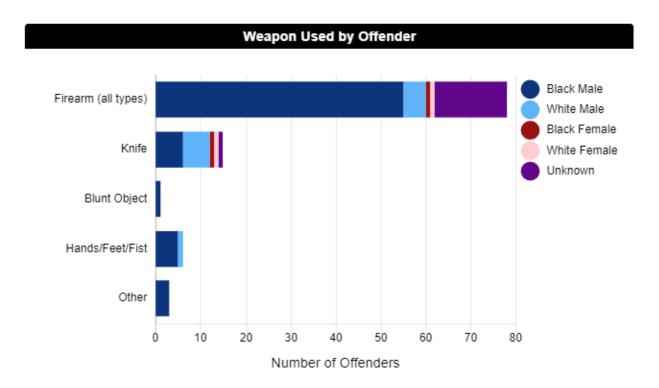
How? Weapon Used

Key Data Points

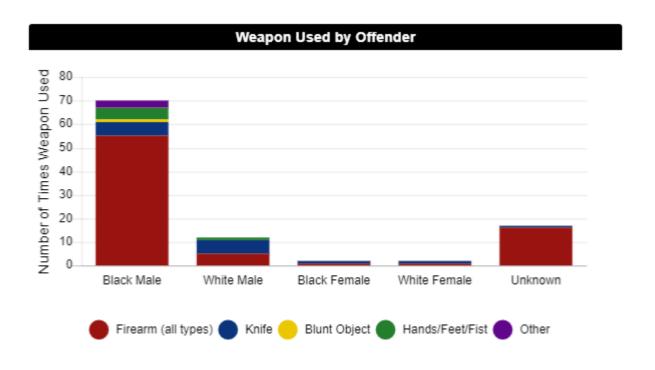
- 1. A firearm of some kind was used in 76 percent of homicides within the sample. The second most prevalent weapon was a knife at 14 percent.
- 2. Black males used firearms in 79 percent of the homicides they committed, compared to white males at 45 percent. Black males used a knife in nine (9) percent of the cases while white males used a knife 45 percent of the time.
- 3. Both Black and white females were equally as likely to use a gun or a knife.
- 4. The firearm was not legally owned in at least 35 percent (27 of 78) of the cases where a firearm was used.⁶



⁶ Count was derived when noted in the investigative report, or when an illegal firearms possession charge was noted in JIS with the murder charge.



A firearm was used three (3) times as often as all other weapon types combined. White males and females (both Black and white) were almost equally as likely to use a firearm as a knife. Black males were almost four times more likely to use a firearm than all other weapon types combined.



Why? Circumstances and Primary Factors

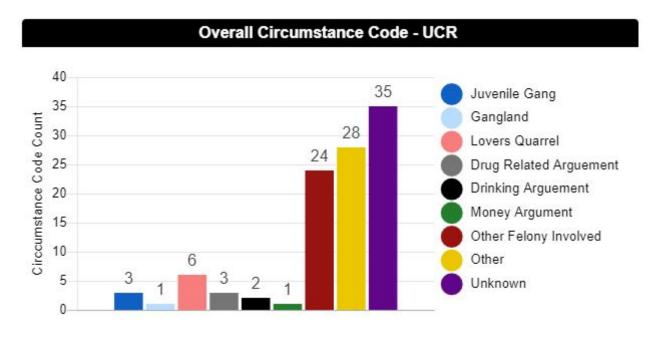
Key Data Points

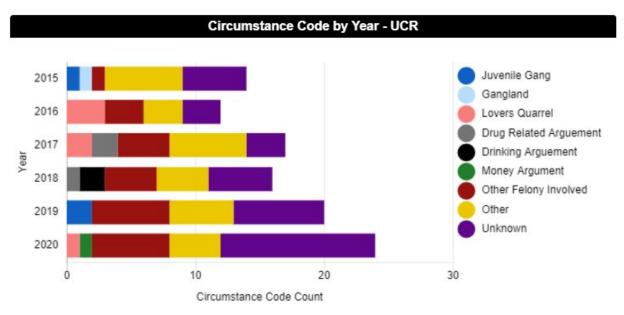
- 1. Arguments and drugs were noted as primary factors most frequently, followed closely by robbery.
- 2. Thirty-three (33) percent of homicides were committed in conjunction with another crime (robbery, drug deal, theft, etc.).
- 3. Forty-five (45) percent of cases involved a dispute of some sort.
- 4. Eight (8) percent of cases noted a gang association of some sort.

Overall Circumstance

The following charts display the overall circumstance code that was recorded on the Uniform Crime Report Supplemental Homicide Report by the investigating agencies.

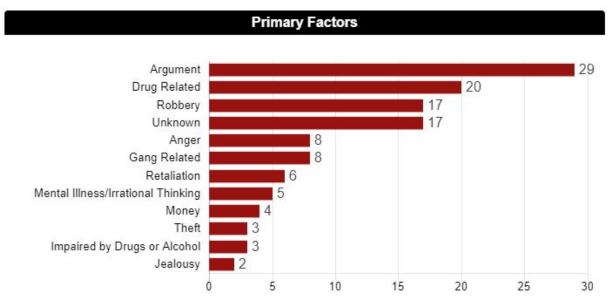
Sixty-three (63) of the cases (61%) listed an overall circumstance code of "Unknown" or "Other." Of the remaining cases, 23 percent had a circumstance code of "Other Felony Involved." The remaining cases combined only represented 15 percent of the total cases.





Motive

Understanding motive was one of the primary goals of this project; however, determining the primary factors that motivated the offender to commit the homicide proved very difficult without conducting interviews. The information summarized below is subjective as it is based on the perspective of the individual reviewing the investigative reports or in some cases, the Assistant State Attorney assigned to prosecute the case. In some cases, multiple factors were documented; therefore, the total number of primary factors exceeds the total number of cases.

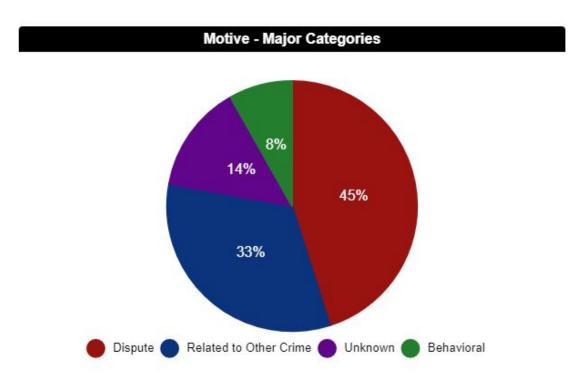


At the conclusion of the case review, primary factors and motive remained unknown for 17 percent of the cases. In most of these cases, the offender was unknown.

Twenty-eight (28) percent of cases noted an argument as a primary factor. With the exception of one (1) case, the victims and offenders of these specific homicides were either friends, cohabitants, or acquaintances.

Sixteen (16) percent of cases noted that the homicide occurred during the commission of a robbery. Eight (8) of the 17 cases involving a robbery (47%), indicated the victim/offender relationship as either "Unknown" or "Stranger."

Nineteen (19) percent of cases noted one of the primary factors was related to drugs. Six (6) of these cases also involved a robbery and at least four (4) of these cases involved a drug deal.



The primary factors noted were rolled up into major categories for motive as follows:

- 1. Anger, Argument, Money, and Gang primary factors were rolled up into the "Dispute" motive category.
- 2. Drugs, Robbery, and Theft primary factors were rolled up into the "Related to Other Crime" category.
- 3. Mental Illness/Irrational Thinking, Impaired by Drugs or Alcohol, and Jealousy were rolled up into the "Behavioral" category.

Corrections Integrated Needs Assessment System (CINAS-Lite) Assessments

The Florida Department of Corrections (FDC) Corrections Integrated Needs Assessment System (CINAS) addresses criminogenic needs effecting continued criminality, core programming needs such as General Equivalency Degree (GED) or High School Diploma (HSD), career and technical education, substance use treatment, and transition to community needs. FDC administers the CINAS questions to inmates to develop a performance plan with appropriate programming. CINAS results assist in determining the offender's risk level to commit future crime, their needs to reduce risk, and their responsivity to change.

In January 2021, the Leon County Sheriff's Office began using CINAS-Lite, a mobile version of CINAS designed for use by other Florida justice agencies such as county detention facilities, reentry portals, and other organizations responsible for rehabilitation and restoration of justice-involved individuals. The assessments are administered to inmates by trained case managers and classification officers in the Reentry Division. The results are used to identify appropriate programming and develop transition plans. Participation in the assessments is voluntary and the results are used only to benefit inmates, not for any punitive purposes or for use in criminal and/or civil trials or proceedings.

CINAS-Lite assesses criminogenic factors in eight (8) domains. A criminogenic factor refers to behavior, personal attitudes and beliefs, and various types of social and familial influences directly associated with criminality. Questions are administered verbally, and responses are documented by the assessor.

Permission was requested from and granted by the FDC to use the results of these assessments for the Anatomy of a Homicide Project. The project team believed the information in the assessments would provide valuable insight into the offender's thoughts and experiences.

After the initial case review, it was determined that 56 of the known offenders were currently detained in the Leon County Detention Facility (LCDF). A single case manager was assigned to assess the offenders within the sample. Forty-six (46) of the 56 agreed to participate in the assessment. To protect the privacy of the inmates, the results were provided to the project team with a unique identifier, and no other personally identifiable information. The results of these assessments are summarized in the following sections.

Key Data Points

- 1. Only 11 percent of offenders reported zero (0) Adverse Childhood experiences. Twenty-four (24) percent reported four (4) or more.
- 2. Seventy-six (76) percent of offenders reported having divorced or separated parents.
- 3. Fifty-nine (59) percent had at least one (1) family member with a criminal record and 35 percent had a family member that was in prison while they were a child.
- 4. Fifty-seven (57) percent had at least one (1) prior prison commitment with 22 percent having had three (3) or more.

- 5. Half of the offenders indicated they had committed their first crime when they were 12 years old or younger and only three (3) offenders indicated they committed their first crime when they were 18 years old or older. Sixty-seven (67) percent were 18 years old or younger at the time of their first arrest.
- 6. Forty-six (46) percent reported having witnessed violence in the past and 50 percent indicated crime was common in their neighborhood.
- 7. Eighty-five (85) percent had been suspended or expelled from school and 52 percent had attended an alternative school of some sort. Sixty-five (65) percent had a high school diploma or GED. None of the offenders had a college degree.
- 8. Forty-eight (48) percent were employed at the time of their arrest.
- 9. The majority of offenders expressed unfavorable views of the criminal justice system. Eighty-three (83) percent believed that police were just as bad as the people behind bars and only 13 percent believed the laws were provided fairly to everyone.
- 10. Seventy (70) percent of offenders did not believe they had a problem breaking the law. Fifty-seven (57) percent felt their crimes were justified and 28 percent believed a crime they committed was the victim's fault. Sixty-three (63) percent cited being in the wrong place at the wrong time as a primary reason for committing a crime in the past.
- 11. Only 11 percent reported having a current substance abuse problem and 65 percent reported they had never used illegal drugs.

Risk Scores

Risk is assessed in five levels with Risk Level 1 being the lowest and Risk Level 5 being the highest. Risk Level definitions are as follows:

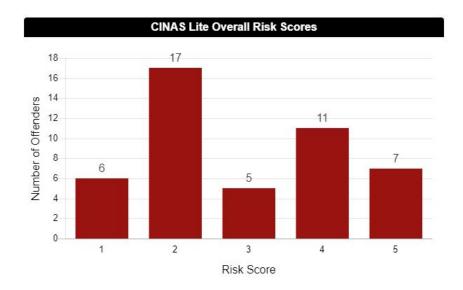
Risk Level 1: These offenders have the lowest risk of continued criminality upon release from incarceration, or during and after their period of supervision.

Risk Level 2: The risk level for these offenders is somewhat elevated but these offenders are still considered low risk.

Risk Level 3: These offenders have a moderate risk of continued criminality and are considered to be "on the fence."

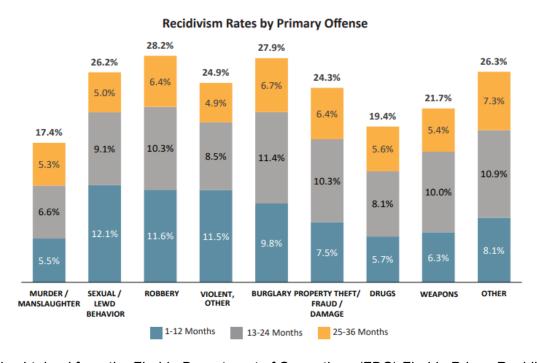
Risk Level 4: Offenders in this risk level are still considered "on the fence"; however, their risk factors are elevated and encroaching level 5.

Risk Level 5: Level 5 represents offenders who more than likely continue to commit crime.



Risk Level 2 had the highest number of offenders within the sample. Thirteen (13) percent of the respondents scored at the lowest risk level and only 15 percent of the offenders scored at Risk Level 5. Considering the sample included offenders who had been charged with homicide, the project team expected that percentage to be greater.

However, according to the FDC Florida Prison Recidivism Report from 2008 to 2019 (published in July 2021) inmates serving a prison sentence for murder/manslaughter offenses have the lowest recidivism rate (17.4%) of nine (9) total primary offenses. The graph below, copied from that report, shows recidivism rate by primary offense for inmates released in 2017.



Graphic obtained from the Florida Department of Corrections (FDC) Florida Prison Recidivism
Report from 2008 to 2019

Adverse Childhood Experiences (ACE) Scores

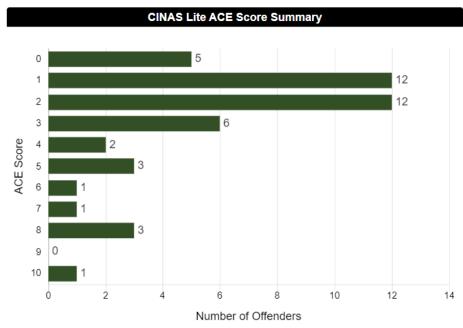
Adverse childhood experiences (ACEs) refer to the following 10 childhood experiences researchers have identified as risk factors for chronic disease in adulthood: emotional abuse, physical abuse, sexual abuse, emotional neglect, physical neglect, violent treatment towards mother, household substance abuse, household mental illness, parental separation, or divorce, and having an incarcerated household member.

The CDC-Kaiser Permanente Adverse Childhood Experiences (ACE) Study is one of the largest investigations of childhood abuse and neglect and household challenges and later-life health and well-being.³

The original ACE Study was conducted at Kaiser Permanente from 1995 to 1997 with two (2) waves of data collection. Over 17,000 Health Maintenance Organization members from Southern California receiving physical exams completed confidential surveys regarding their childhood experiences and current health status and behaviors. ⁴ The subjects of this study were insured adults who were primarily well-educated.

While most ACE studies ask adults to recall ACEs, *The Prevalence of Adverse Childhood Experiences (ACE) in the Lives of Juvenile Offenders* study, published in 2014, examined adverse experiences as recalled and reported more recently by youth. The purpose of this study was to examine the prevalence of the 10 specific ACEs and the ACE composite score in justice-involved youth. This study contained 64,329 subjects in the Florida Department of Juvenile Justice, who had been assessed using the Positive Achievement Change Tool (PACT). Similar to the CINAS-Lite, the PACT is designed to assess a youth's overall risk to reoffend, as well as to rank-order criminogenic needs/dynamic risk factors. Although this assessment did not contain the precise ACE questions as the original study, the researchers created a crosswalk of similar questions used to derive a similar ACE score.⁵

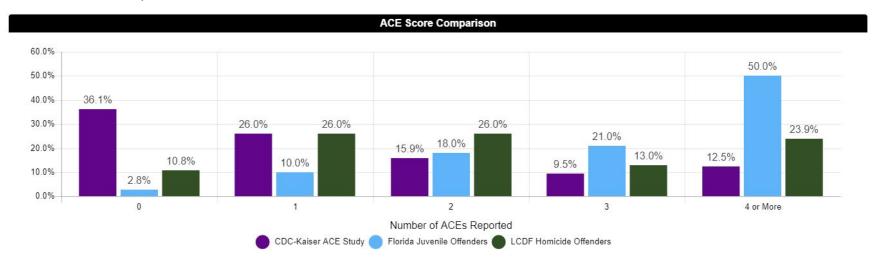
The ACE scores produced by the CINAS Lite assessment are illustrated below. Only five (5) offenders from the sample (10.8%) indicated no ACEs. Over half of the sample had an ACE score of one (1) or two (2).



The CINAS-Lite ACE scores were compared to the ACE score prevalence for CDC-Kaiser ACE Study and the juvenile offender study.

Overall, the percent of LCDF offenders with no ACEs reported was over three (3) times less than the percent of CDC-Kaiser participants with no ACEs reported. The percent of LCDF offenders with four (4) or more ACEs was almost double the percentage of CDC-Kaiser participants.

The Florida juvenile offender sample produced findings very different from both the LCDF offenders and the CDC Kaiser participants. The percentage of Florida juvenile offenders with no ACEs was significantly less than both the LCDF and CDC sample. The Florida juvenile offenders had a significantly higher percentage of participants with four (4) or more ACEs than both the LCDF offenders and the CDC-Kaiser sample.

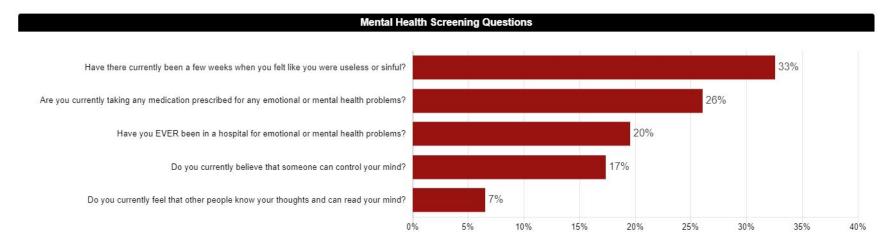


The Florida Department of Corrections recently added the ACE questions to the CINAS assessment and does not yet have any data available for comparison. Additional exploration of ACE scores would be interesting in the following areas:

- 1. Do ACE scores vary by the age of the participant?
- 2. Do ACE scores vary between offenders that have not been sentenced (in local detention facilities) and those that have (in state facilities)?
- 3. Do ACE scores vary by primary offense?

Mental Health Screening Questions

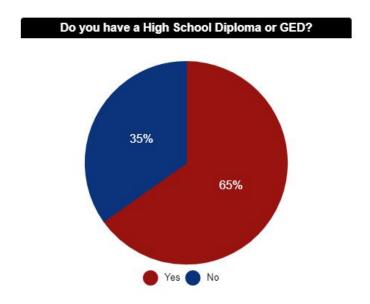
Twelve (12) of 46 offenders indicated they were currently taking medication for emotional or mental health issues and nine (9) of 46 indicated they had been hospitalized at one time in the past for emotional or mental health problems. Thirty-three (33) percent indicated they felt useless or sinful in the recent past; however, most indicated they felt that way due to their current situation of being incarcerated.



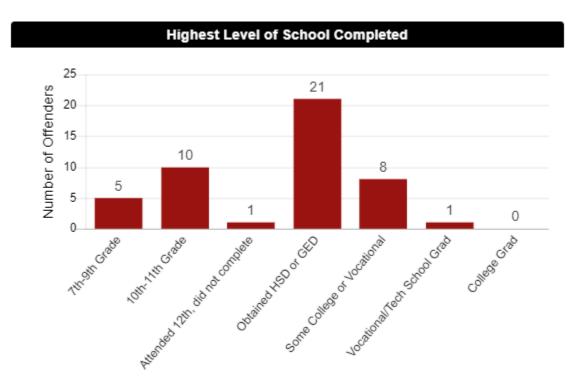
Anatomy of a Homicide Project

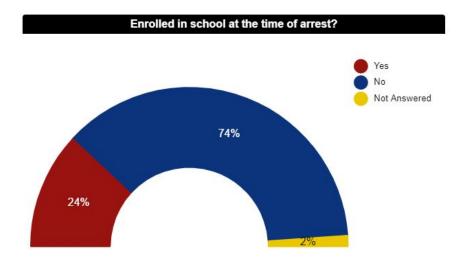
Education

Sixty-five (65) percent of the offenders indicated that they had attained a high school diploma or GED. Of the 30 individuals with a high school diploma or GED, 20 percent indicated they had received their diploma or GED while incarcerated.



One offender reported being a vocational/tech school grad. None of the offenders had attained a college degree but eight (8) indicated they had "some" college or vocational education.

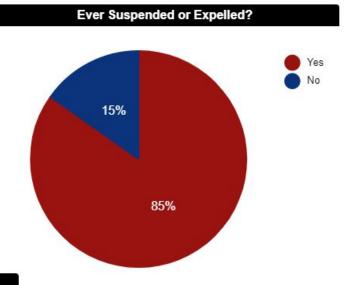




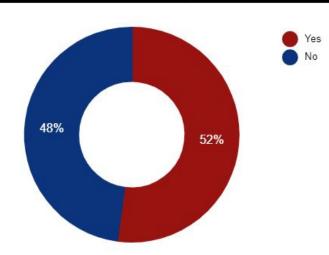
Only 24 percent of offenders were enrolled in school at the time of their arrest.

Eighty-five (85) percent of offenders indicated they had been either suspended or expelled at one time.

The percentage of offenders who had been previously suspended or expelled is very high. This may be an area that warrants additional research to determine if outreach or interventions could be planned for children who are disciplined with a suspension or expulsion.



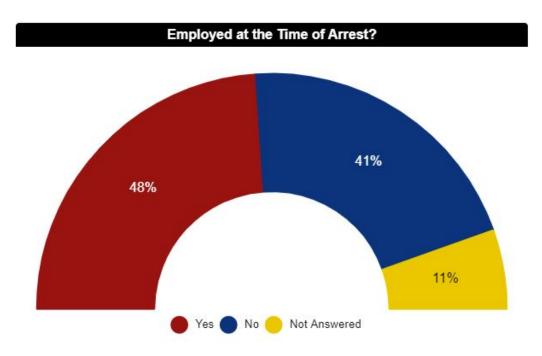
Attended a Charter, Alternative, Detention School?



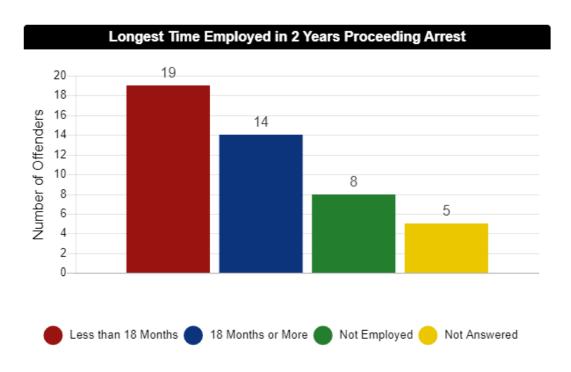
Fifty-two (52) percent had attended a charter, alternative, or detention school. With over half of the offenders having attended a charter, alternative or detention school at some point, these schools may be another opportunity to impact children who may later become perpetrators of crime.

Employment

Although 93 percent of the offenders were able to work, only 48 percent were employed at the time of their arrest.



Seventeen (17) percent of offenders were not employed during the two (2) years proceeding their arrest. However, 30 percent indicated they had been employed for 18 months or more within the two (2) years proceeding their arrest. Forty-one (41) percent indicated that they had been employed for 18 months or less within the two (2) years proceeding their arrest.



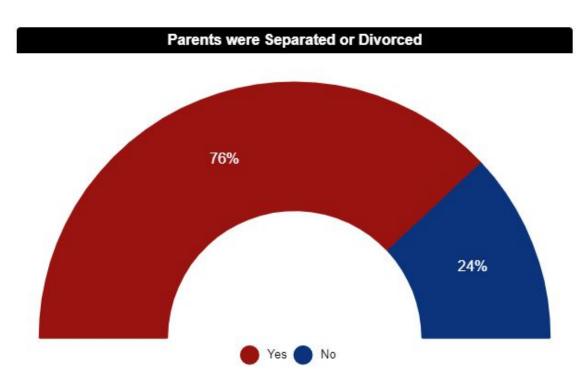
Family and Wellness

The majority of offenders reported having positive and supportive relationships with their families, significant others, and children. Eighty-seven (87) percent indicated they could rely on their family during difficult times and 85 percent could talk to their family about important issues.

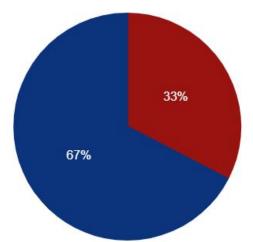
Sixty-five (65) percent of offenders reported being raised by their mother, father, or both. Only two (2) offenders indicated that they were not raised by a family member (foster care).



However, 35 of the 46 offenders reported having parents who were separated or divorced.

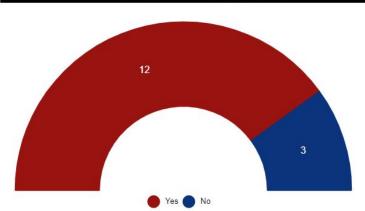




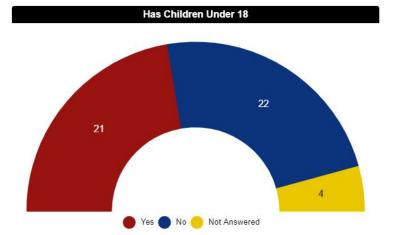


Thirty-three (33) percent of offenders indicated that they had a significant other. Of those, three (3) reported being married at the time of their arrest.

Has a Positive Relationship with Significant Other

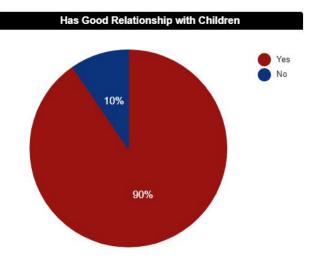


Eighty (80) percent of those with a significant other reported having a good relationship with them.

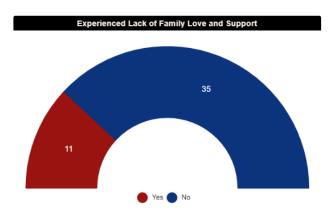


Twenty-one (21) offenders reported having children under the age of 18.

Of the 45 percent of offenders who reported having children under 18, only two (2) reported that they did not have a good relationship with them.

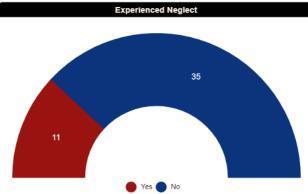


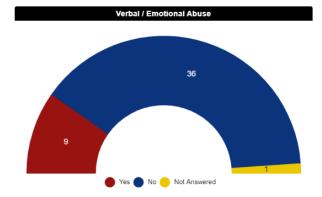
Very few reported childhood neglect, abuse (verbal, physical, or sexual), or witnessing mental illness or abuse of their mother/stepmother.



Only 24 percent responded yes to one of the following: While you were growing up during your first 18 years of life did you often feel that no one in your family loved you, thought you were important or special, didn't look out for each other, didn't feel close to each other, didn't support each other?

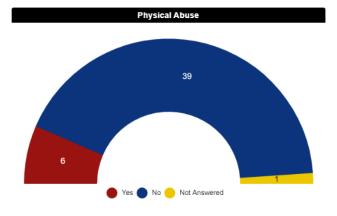
Only 24 percent responded yes to one of the following: While you were growing up during your first 18 years of life did you often feel that you didn't have enough to eat, had to wear dirty clothes, had no one to protect you, your parents were too drunk to take care of you, your parents were too drunk to take you to the doctor?

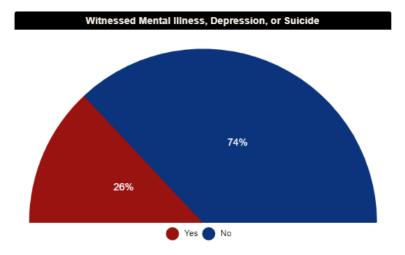




Only 20 percent answered yes to one of the following: During your first 18 years of life did a parent or other adult in the household often put you down, humiliate you, swear at you, insult you, act in a way that made you afraid you'd be physically hurt?

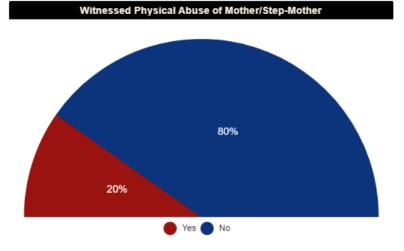
Only 13 percent responded yes to one of the following: During your first 18 years of life did a parent or other adult in the household often push you, grab you, slap you, throw something at you, hit you so hard you had marks or were injured?



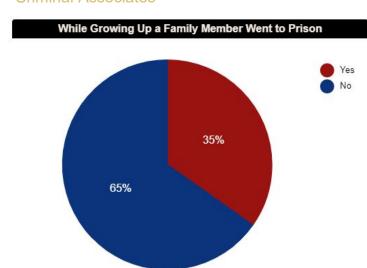


Only 26 percent witnessed a household member depressed, mentally ill, or had a household member attempt suicide.

Only 20 percent witnessed abuse of mother / stepmother.



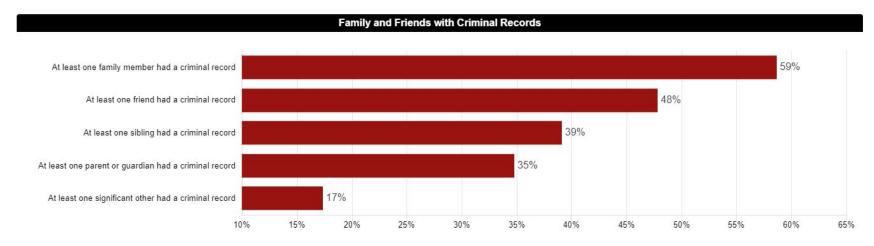
Criminal Associates

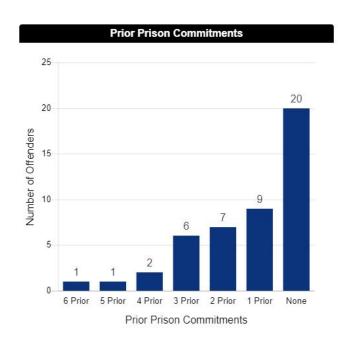


Sixteen (16) offenders indicated that a family member had been to prison while they were growing up.

Although eight (8) of the cases reviewed indicated that there was gang involvement, only three (3) of the offenders were noted as a suspected or confirmed gang member.

Many offenders indicated that they had parents, siblings, other family members, and friends with criminal records. Over half of the offenders (59%) had a family member with a criminal record and 48 percent had at least one friend with a criminal record.

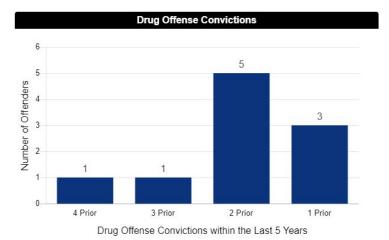




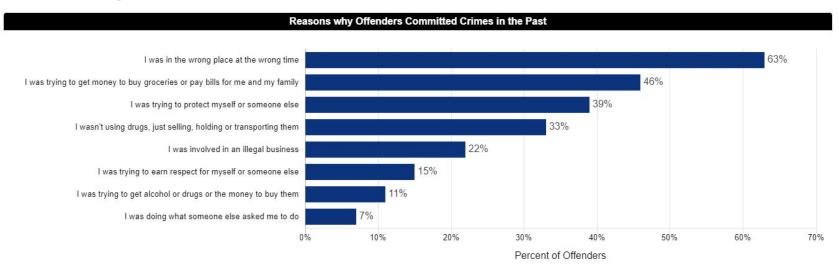
Fifty-seven (57) percent of offenders indicated they had at least one prior prison commitment. Twenty-two (22) percent had three (3) or more prior prison commitments.

Ten (10) offenders had at least one (1) prior drug offense conviction within the last five (5) years.

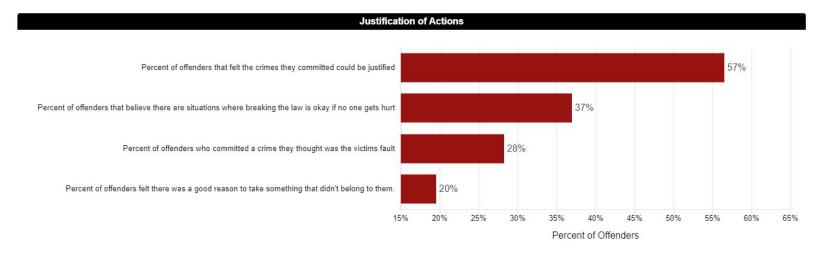
Only one (1) offender had a sex offense conviction within the last 15 years.

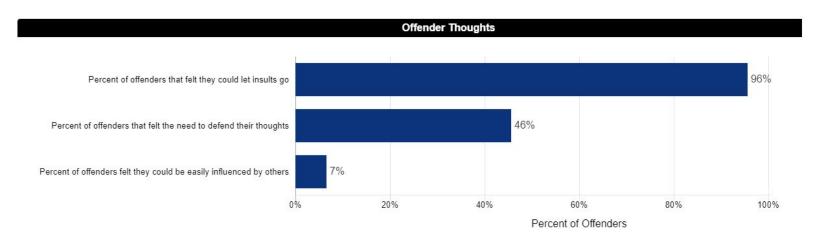


Criminal Thinking



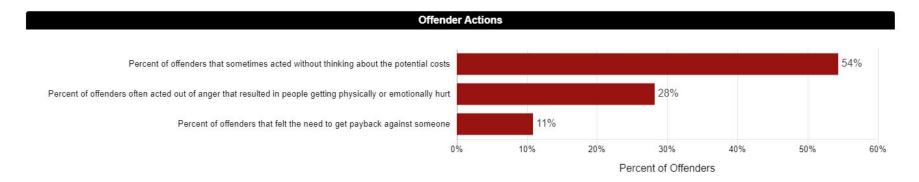
When asked to describe reasons why they had committed crimes in the past, 63 percent of offenders responded with "I was in the wrong place at the wrong time." Fifty-seven (57) percent believed their crimes could be justified and 28 percent believed the crime they committed was the victim's fault. Seventy (70) percent of offenders did not believe they had a problem breaking the law. These responses indicate the offenders may be lacking a sense of responsibility for the crimes they committed.

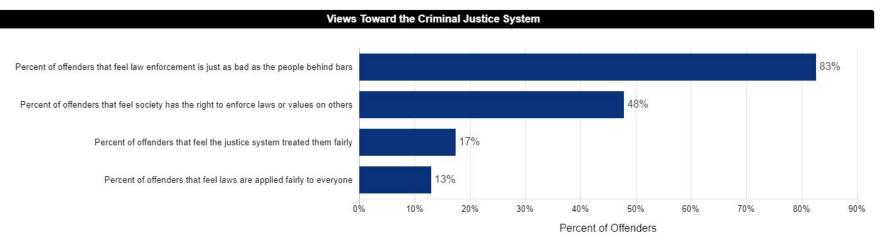




Ninety-six (96) percent felt they could let insults go and only 11 percent indicated that they had ever felt the need to get payback against someone. These statistics were contrary considering the number of homicide cases that listed an argument or retaliation as one of the primary factors.

Considering the respondents were homicide offenders, it was curious that only 28 percent of them admitted to acting out of anger that resulted in someone getting physically or emotionally hurt. Additionally, only seven (7) percent of offenders felt they could be easily influenced by others.

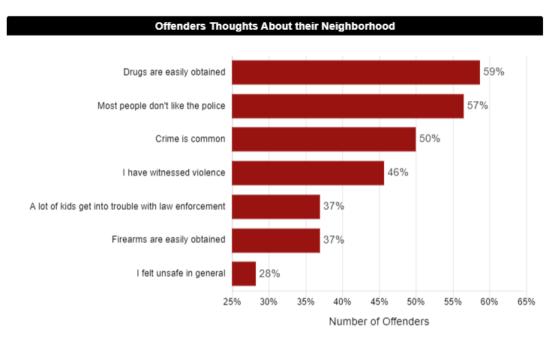




Eighty-three (83) percent of offenders indicated that law enforcement officers are just as bad as the people behind bars and 57 percent stated that most people in their neighborhood did not like the police. Only 48 percent felt society had the right to enforce laws or values on others, 17 percent of offenders felt they had been treated fairly by the justice system, and 13 percent believed that laws

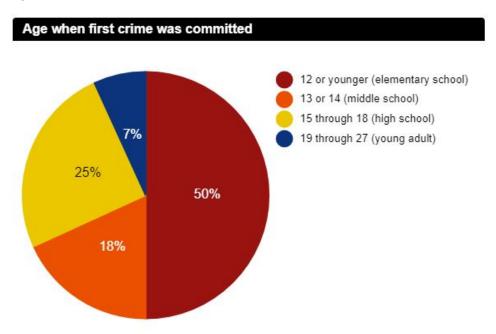
are applied fairly to everyone. These views are consistent with a population lacking feelings of trust and legitimacy toward the justice system. Less favorable views of law enforcement increase the likelihood that offenders will carry a gun ⁶ and decrease the likelihood of cooperation with the police.

Although approximately half of the offenders felt that crime was common and stated they had witnessed violence in their neighborhood, only 28 percent indicated they felt unsafe in general.

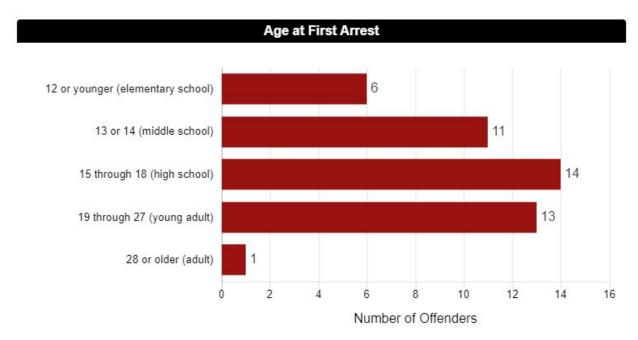


Social Awareness

Half of the offenders indicated that they committed their first crime when they were 12 or younger. Only three (3) respondents indicated that they had committed their first crime after the age of 18.



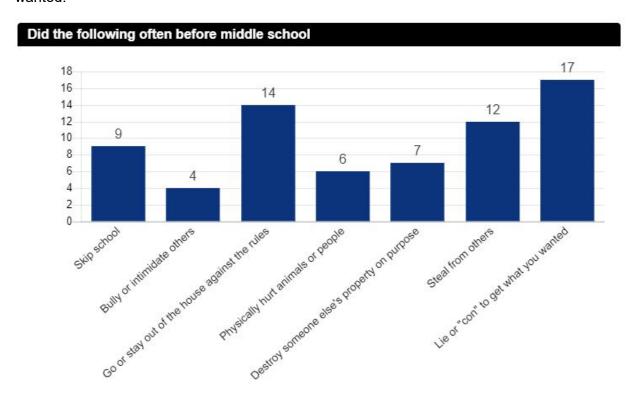
Sixty-seven (67) percent of offenders were 18 years old or younger at the time of their first arrest.



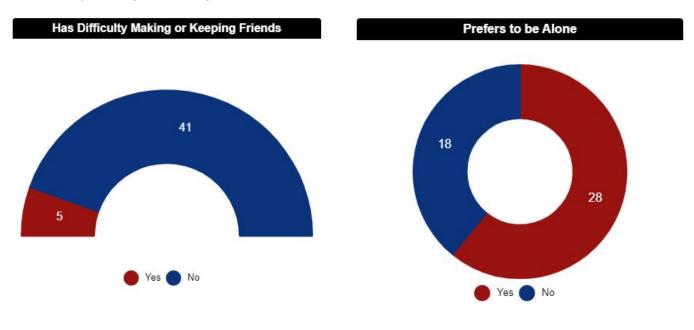
These responses seem to indicate that these individuals are engaging in criminal behaviors at a young age and early interventions are needed.

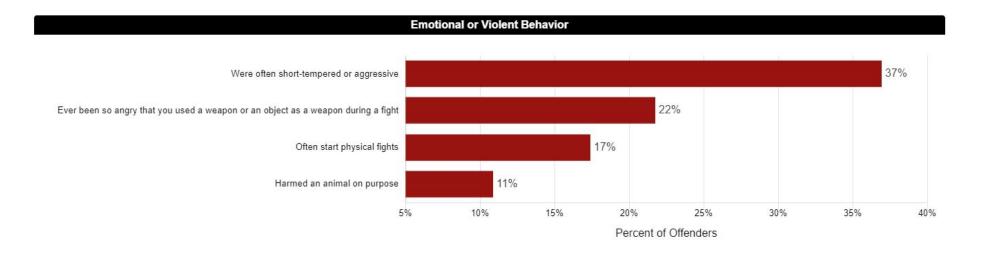
Only nine (9) percent admitted to bullying or intimidating others and 13 percent to physically hurting people or animals before middle school.

Twenty-six (26) percent indicated they stole from others and 37 percent lied to get what they wanted.



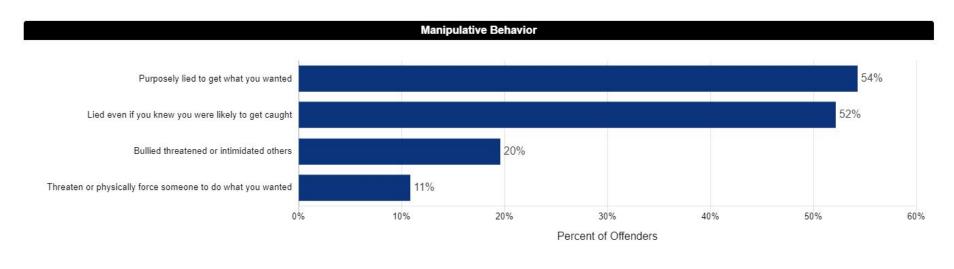
Although 61 percent stated that they preferred to be alone, only 11 percent noted that they had difficulty making or keeping friends.



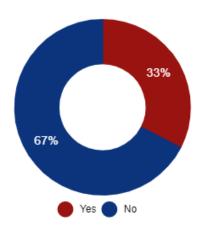


Considering the respondents were homicide offenders, it was curious that only 22 percent admitted to ever being angry enough to use a weapon or an object as a weapon during a fight and only 37 percent indicated they were often short-tempered or aggressive. Additionally, only 11 percent admitted to ever threatening or physically forcing someone to do what they wanted.

Over half of the offenders submitted that they had lied to get what they wanted or lied even when they knew they were likely to get caught.



In General, Trusts Other People



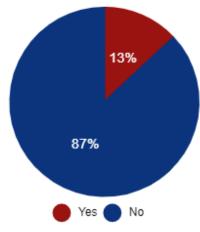
Thirty-three (33) percent indicated that they trust other people in general.

Only 13 percent admitted to stealing while

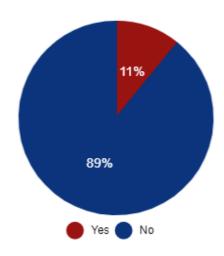
confronting the victim and 11 percent to breaking into a structure/vehicle while the owner was present.

This is curious considering 33 percent of the homicides occurred while another crime was being committed, 17 of the cases involving a robbery and three (3) involving a theft.

Stolen while confronting the victim (mug, rob)

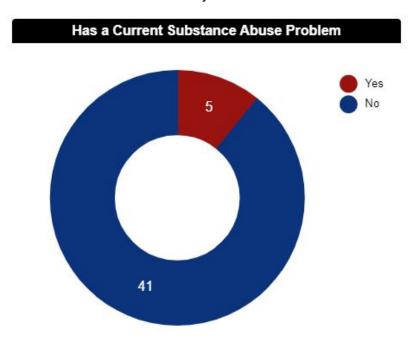


Broken into structure/vehicle while owner present

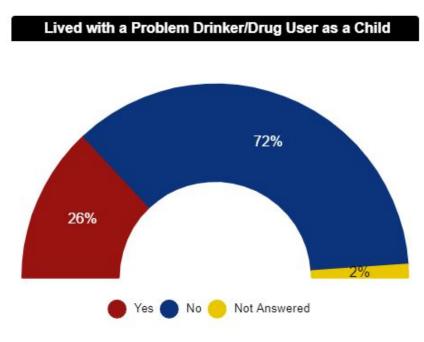


Substance Abuse

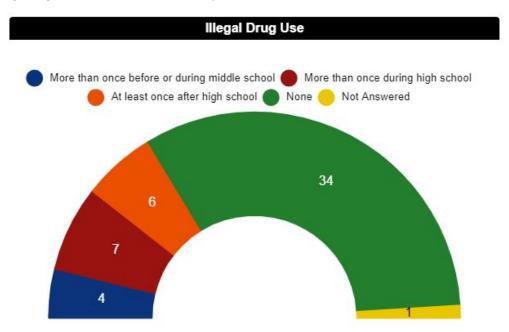
Only 11 percent of offenders indicated that they had a current substance abuse problem.



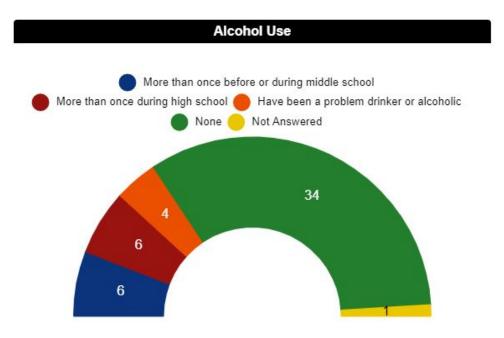
Only 26 percent of offenders indicated that they lived with a problem drinker or drug user as a child.



Sixty-five (65) percent of respondents reported no prior illegal drug use. This was curious considering drugs were listed as a primary factor in 20 of the cases reviewed.



Sixty-seven (67) percent denied using alcohol before high school or ever having problems with drinking as an adult.



Only 12 percent admitted to illegal use of a prescription drug at some point in their life.

Discussion

Homicide Cost Estimates

The project team reviewed three (3) methodologies for calculating the cost of a homicide.

- 1. **Murder by numbers: Monetary costs imposed by a sample of homicide offenders.**⁷ This study is the most recent and most often cited study on homicide cost. The authors calculated the figure based on victim costs, criminal justice system costs, lost productivity estimates for both the victim and the criminal, and estimates on the public's resulting willingness to pay to prevent future violence.
 - This study calculates the cost of a murder at \$5,163,556 comprised by victim costs at \$4,712,769 per offense, \$307,355 for justice costs, and \$143,432 for offender productivity. Willingness to pay is estimated at an additional \$12M.
- 2. The cost of crime to society: New crime-specific estimates for policy and program evaluation.⁸ Murder generates the greatest loss to society with an estimated \$1,285,146 in tangible costs comprised by crime victim costs at \$737,517, criminal justice system costs at \$392,352, and crime career costs at \$148,555. The study estimates an additional \$8,442,000 per murder in intangible costs (pain and suffering).
- 3. **The Cost Per Shooting**⁹ published by the National Institute for Criminal Justice Reform to estimate the cost of a homicide in Orlando, FL. This publication outlines City, County, and State costs estimated per homicide and per shooting. Cost estimates include crime scene, hospital, criminal justice, incarceration, victim support, and lost revenue. The cost per homicide shooting (per one suspect) is \$838,000.

Using the methodology in the *Murder by Numbers* study (excluding the willingness to pay estimate) and the *Cost of Crime to Society* study (tangible costs only) cost estimates for the Leon County homicides within the sample would be as follows:

Year	Number of Homicides	Annual Estimate Based on "Murder by Numbers" \$5,163,556/murder	Annual Estimate Based on "The Cost of Crime to Society" \$1,285,146/murder
2015	14	\$72,289,784	\$17,992,044
2016	12	\$61,962,672	\$15,421,752
2017	17	\$87,780,452	\$21,847,482
2018	16	\$82,616,896	\$20,562,336
2019	20	\$103,271,120	\$25,702,920
2020	24	\$123,925,344	\$30,843,504
Totals	103	\$531,846,268	\$132,370,038

The Orlando model is for homicide by shooting only. Using this model for the 78 homicides from 2015-2020, where the weapon was a firearm, the total cost would be estimated at \$65,364,000.

These cost estimates should be considered in comparison to the costs for recommended prevention and intervention strategies. Under all three (3) models, the cost savings of preventing just one (1) single homicide could range from \$838,000 to \$5,163,556 million.

Firearm Injuries Health Care Service Needs and Costs

In June 2021, the United States Government Accountability Office (GAO) released the *Report to Congressional Requestors: Firearm Injuries – Health Care Service Needs and Costs*. The GAO was asked to review the health care costs of firearm injuries. This report describes the initial hospital costs of firearm injuries in the U.S. and what is known about the costs of subsequent care, as well as the post-discharge services that may be needed to treat these injuries. <u>GAO-21-515</u>, FIREARM INJURIES: Health Care Service Needs and Costs.

Using hospital data from 2016 and 2017, the report found approximately 30,000 inpatient stays and 50,000 emergency room visits to treat firearm injuries. Of those, 60 percent used Medicaid or another public coverage to cover costs. The report also identified three (3) core groups that were overrepresented as firearm injury patients:

- 1. Men represented 90 percent of patients receiving emergency room and inpatient care.
- 2. People aged 15-29 accounted for more than half of both emergency room and inpatient care.
- 3. Black patients accounted for more than half of inpatient stays.

Regionally, firearm injuries were concentrated in the South, where almost half of all the costs and initial inpatient stays were located, despite being home to just 38 percent of the U.S. population.

Initial hospital costs: Using hospital data from 2016 and 2017—the most recent that were available—GAO estimated that the initial hospital costs of firearm injuries were just over \$1 billion annually. However, physician costs not captured in the data could add around 20 percent to that total.

First-year costs: Findings from studies on health care costs within the first year of hospital discharge after a firearm injury suggest that those costs can be significant. For example, studies estimating first-year hospital readmissions costs found that up to 16 percent of firearm injury survivors with an initial inpatient stay were readmitted at least once for their injury, with average costs of \$8,000 to \$11,000 per patient.

Long-term costs: Less is known about the costs of health care for firearm injuries beyond the first year after hospital discharge. GAO identified studies that estimated lifetime costs of these injuries, but the estimates relied on data from over 20 years ago, making them no longer a reliable indicator of costs.

Summary of Findings – Data Comparison

This section provides a comparison of the findings in this report, to other published data.

Homicide Victims and Offenders

Overall, there were no significant differences noticed between the victim and offender demographics, characteristics, and relationships for Leon County cases when compared to other available data.

According to a review of the 2019 Centers for Disease Control and Prevention Gun Mortality data¹⁰:

- 1. More than eight (8) in 10 U.S. firearm homicide victims were male (84%) in 2019. Males were five (5) times more likely to be victims than females.
- 2. Firearm homicide victims were disproportionately young. Across the population, all races combined, all sexes, the highest risk age for dying by firearm homicide was 15- 24 years old.
- 3. Fifty-three (53) percent of all firearm homicide victims (63% of male victims) in 2019 were Black males. Across all ages, Black males were nearly eight (8) times more likely to die by firearm homicide than the general population (all sexes) and 14 times more likely to die by firearm homicide than white males.
- 4. Young Black males (15-34) were disproportionately impacted, making up two (2) percent of the population but accounting for 37 percent of all gun homicide fatalities in 2019. Their rate of firearm homicide was more than 20 times higher than white males of the same age group.
- 5. Black females had the highest risk of firearm homicide among females of all other races and ethnicities.

According to the 2019 Federal Bureau of Investigation (FBI) Expanded Homicide Data Tables, homicide offenders and victims are majority male, Black, and between ages 20-29. The FBI data is consistent with the findings in this report, although the gap between the percentages Black and white and males and females in Leon County is wider.

FBI Expanded Homicide Data Table 2 – Murder Victims (2019)¹¹

Leon County's victims were 75 percent Black and 23 percent white compared to the FBI ratio of 53.7 percent Black and 41.6 percent white. Leon County's victims were 86 percent male and 14 percent female compared to the FBI ratio of 78.3 percent male and 21.5 percent female.

		Sex				Ra	се	
Age	Total	Male	Female	Unknown	White	Black or African American	Other ¹	Unknown
Total	13,927	10,908	2,991	28	5,787	7,484	422	234
Percent distribution ²	100.0	78.3	21.5	0.2	41.6	53.7	3.0	1.7
Under 18 ³	1,146	828	314	4	473	610	38	25
Under 22 ³	2,859	2,270	584	5	1,028	1,711	71	49
18 and over ³	12,697	10,031	2,653	13	5,279	6,847	384	187
Infant (under 1)	154	80	71	3	88	53	4	9
1 to 4	210	128	82	0	98	97	9	6
5 to 8	116	73	43	0	53	52	9	2
9 to 12	87	48	39	0	51	34	2	0
13 to 16	307	257	49	1	110	181	12	4
17 to 19	1,136	969	166	1	364	733	20	19
20 to 24	2,149	1,799	349	1	672	1,401	51	25
25 to 29	2,161	1,829	330	2	675	1,423	42	21
30 to 34	1,753	1,453	300	0	625	1,042	54	32
35 to 39	1,370	1,082	287	1	562	741	42	25
40 to 44	1,103	845	256	2	513	541	36	13
45 to 49	797	598	195	4	398	354	36	9
50 to 54	630	449	180	1	338	251	28	13
55 to 59	640	480	160	0	378	233	19	10
60 to 64	463	327	135	1	268	161	26	8
65 to 69	282	183	99	0	178	86	12	6
70 to 74	207	125	82	0	159	38	5	5
75 and over	278	134	144	0	222	36	15	5
Unknown	84	49	24	11	35	27	0	22

FBI Expanded Homicide Data Table 3 – Murder Offenders (2019)¹²

Leon County's offenders were 69 percent Black and 17 percent white, compared to FBIs ratio of 39.6 percent Black and 29.1 percent white. Leon County's offenders were 81 percent male and five (5) percent female compared to FBIs ratio of 63.6 percent male and 8.7 percent female.

			Sex			Ra	ace	
Age	Total	Male	Female	Unknown	White	Black or African American	Other ²	Unknown
Total	16,245	10,335	1,408	4,502	4,728	6,425	340	4,752
Percent distribution ³	100.0	63.6	8.7	27.7	29.1	39.6	2.1	29.3
Under 18 ⁴	829	745	77	7	309	476	17	27
Under 22 ⁴	2,936	2,636	283	17	1,008	1,796	65	67
18 and over ⁴	10,436	9,027	1,311	98	4,339	5,541	317	239
Infant (under 1)	0	0	0	0	0	0	0	0
1 to 4	4	1	0	3	1	0	0	3
5 to 8	1	1	0	0	0	1	0	0
9 to 12	16	12	4	0	6	8	1	1
13 to 16	450	399	50	1	165	260	11	14
17 to 19	1,441	1,311	125	5	492	891	32	26
20 to 24	2,345	2,086	249	10	790	1,441	64	50
25 to 29	2,065	1,768	288	9	729	1,246	62	28
30 to 34	1,389	1,204	180	5	585	733	49	22
35 to 39	1,073	900	166	7	510	509	34	20
40 to 44	746	644	99	3	356	352	24	14
45 to 49	535	442	86	7	294	206	20	15
50 to 54	403	333	47	23	208	145	20	30
55 to 59	341	262	49	30	181	115	8	37
60 to 64	198	173	25	0	135	61	1	1
65 to 69	107	101	6	0	76	27	2	2
70 to 74	60	55	5	0	48	11	1	0
75 and over	91	80	9	2	72	11	5	3
Unknown	4,980	563	20	4,397	80	408	6	4,486

According to the National Center for Health Statistics, in 2018, homicide was the third leading cause of death for ages 15-24 and the fifth leading cause of death for ages 5-14 and 25-44.¹³ Homicide is the fifth leading cause of death for Black males and the eighth leading cause of death for Black individuals overall.

FBI Expanded Homicide Data Table 3 – Murder Offenders (2019)¹⁴, Leon County figures added.

Victim/offender situations in Leon County were similar to the FBI victim/officer situations.

Situation	FBI Total	FBI Percent distribution*	Leon County Total	Leon County % Distribution*
Total	13,927	100.0	103	100.0
Single victim/single offender	7,047	50.6	61	59.2
Single victim/unknown offender or offenders	3,533	25.4	23	22.3
Single victim/multiple offenders	1,782	12.8	14	13.6
Multiple victims/single offender	960	6.9	3	2.9
Multiple victims/multiple offenders	268	1.9	1	1
Multiple victims/unknown offender or offenders	337	2.4	1	1

Because of rounding, the percentages may not add to 100.0.

FBI categories for victim/offender relationship were much more detailed than the Leon County data which made comparison difficult. However, in both cases the majority of victims and offenders were at least acquaintances. Only 10 percent of the FBI victims and offenders were strangers¹⁵ compared to 11 percent for Leon County's cases.

The Case for Studying Criminal Nonfatal Shootings: Evidence from Four Midwest Cities¹⁶ stated the following, "Research spanning decades reveals that homicide actors, both suspects and victims, are young, non-white males often with existing arrest records. Victimization is not random because more often than not, the suspect and victim know each other, and suspects and victims interact with people who are similar to themselves both demographically and behaviorally."

Homicide Locations

According to the research of David Weisburd, approximately 50 percent of crime is found on just three (3) to six (6) percent of the city landscape, and 20 to 25 percent of crime is found at only one (1) percent of the places in a city, irrespective of the city, or even country examined.¹⁷

A person's geographic location is directly connected to the risk of gun violence. 18

Based on the review of 44 studies that empirically reviewed place-based crime concentration, it was determined that there is no doubt that crime is concentrated at a small number of places regardless of how crime is measured, the geographic unit of analysis used, or the type of crime. ¹⁹ There were no empirical studies found showing a lack of concentration, however; the degree of concentration was varied due to measurement unit, and crime type.

A study examining the spatial etiology of homicides in Washington D.C.²⁰ documented the following findings about the convergence of victim's home, offender's home, and homicide locations:

- 1. On average, both victims and offenders tend to be close to home when the homicide occurs. As reported, victims had median distances of .06 miles and offenders .69 miles from their homes.
- 2. Distances from home varied by the type of relationship between victim and offender, the closer the relationship; the closer the incident was to the home of the offender.
- 3. Both victim and offender travel distances varied significantly by motive for the homicide.
- 4. Argument homicides involve significantly shorter trips than drug-related homicides. Offenders traveled significantly farther to be involved in drug-related homicides than they did for robbery homicides.
- 5. Offenders with firearms tend to be further from their residences when they committed their crimes than offenders with other weapons. Victims were also farther from home when killed if a firearm was involved.

The Cincinnati Police Department (CPD) conducted an analysis that revealed that 23 geographically small areas, each spanning approximately two (2) square blocks, make up only 1.4 percent of the city's land mass, but account for 14.4 percent of all Part I crime, 25.7 percent of violent Part I crime, and 42.6 percent of all shooting victims.²¹

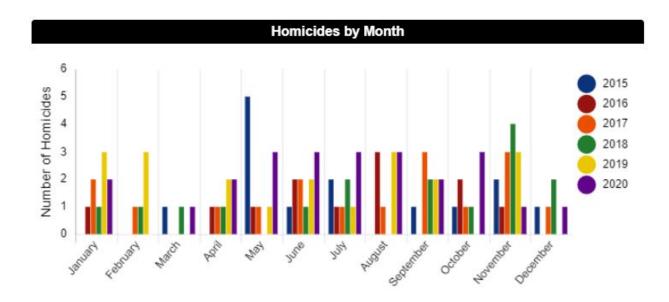
Locations of Leon County homicides and victim and offender residences were mapped, and density was reviewed. However, the data was aggregated, and convergence was not measured. Homicides and victim and offender residences were concentrated in the 32304 and 32301 zip codes. Further analysis is needed in this area.

Homicide Months and Days

According to a review of 2015 FBI UCR homicide data, Leonard Snipes concluded that December was the month with the highest number of murders as it was for violent crime and property crime. It was determined the data is flawed by police agencies submitting their numbers at the end of the calendar year, which inflate December data. The December data was therefore excluded from his analysis. According to his data, June had the highest number of murders reported in 2015 followed in order by July, August, and September.²²

Leon County data was compared over six (6) years. Although there was no clear pattern, November and August had the highest, or was tied with other months for the highest for three (3) of the six (6) years.

- 2015: May.
- 2016: August.
- 2017: September and November tied for the highest.
- 2018: November.
- 2019: January, February, August, and November tied for the highest.
- 2020: May, June, July, and August tied for the highest.



The Centers for Disease Control and Prevention, Morbidity and Mortality Weekly Report 2017, indicates that homicides peaked on Sundays, followed by Saturdays and homicides were less likely to occur on weekdays. ²³ Leon County's homicides were most prevalent on Friday and Sunday, with Saturday being close behind. Like the CDC data, Leon County homicides were less prevalent during the week than on the weekends.

Homicide Weapon

In all sources reviewed, a firearm of some type was consistently the most commonly used weapon for homicides. A firearm of some sort was used in 76 percent of Leon County homicides within the sample.

Excerpt from Florida Statistical Analysis Center, Florida Department of Law Enforcement Reported Murder Offenses in Florida, Statewide, by Type of Weapon, 1995 – 2019²⁴

According to FDLE data, from 2015-2019, a firearm was used in 73.6-76.4 percent of murders reported in the State of Florida.

Year	Total Offenses	Firearm	Knife, Cutting Instrument	Hands, Fist, Feet	Other
2015	1,040	767	99	75	99
2016	1,108*	847	103	71	87
2017	1,057	791	118	47	101
2018	1,104**	836	110	68	90
2019	1,121	853	104	62	102

^{*} Figures include the Orlando Pulse nightclub shooting incident on June 12, 2016 where 49 persons were killed

^{**} Figures include the Marjory Stoneman Douglas High School shooting incident on February 14, 2018 where 17 persons were killed.

FBI Expanded Homicide Data Table 8 - Murder Victims by Weapon (2015-2019)²⁵

According to the FBI data, from 2015-2019, a firearm was used in 66-73.6 percent of homicides.

Weapons	2015	2016	2017	2018	2019
Total	13,847	15,355	15,206	14,446	13,927
Total firearms:	9,143	10,398	11,014	10,445	10,258
Handguns	6,194	6,778	7,052	6,683	6,368
Rifles	215	300	389	305	364
Shotguns	248	247	263	237	200
Other guns	152	172	178	164	45
Firearms, type not stated	2,334	2,901	3,132	3,056	3,281
Knives or cutting instruments	1,533	1,562	1,608	1,542	1,476
Blunt objects (clubs, hammers, etc.)	438	466	474	455	397
Personal weapons (hands, fists, feet, etc.) ¹	651	668	715	712	600
Poison	8	12	15	6	16
Explosives	1	1	0	4	3
Fire	63	78	93	76	81
Narcotics	70	119	112	102	93
Drowning	12	9	8	9	7
Strangulation	96	97	90	75	64
Asphyxiation	105	93	112	92	92
Other weapons or weapons not stated	1,727	1,852	965	928	840

According to the Centers for Disease Control and Prevention National Vital Statistics System Mortality data, there were 19,141 homicide deaths reported in 2018, of which 14,414 (75%) were firearm homicides.²⁶

Homicide Circumstance and Primary Factor

FBI categories for victim/offender relationship were much more detailed than the Leon County data which made comparison difficult. However, the FBI data on Expanded Homicide Data Table 13, Murder Circumstances, indicates that 25.9 percent of homicides were related to an argument or brawl of some type, while 45 percent of the cases in the Leon County sample were related to a dispute.

According to the FBI data, 14.4 percent of homicides were related to the commission of another felony, while 33 percent of the homicides in the Leon County sample were related to another crime.

FBI Expanded Homicide Data Table 13 – Murder Circumstances by Sex of Victim. 2019²⁷

Circumstances	Total murder victims	Male	Female	Unknown
Total	13,927	10,908	2,991	28
Felony type total:	2,012	1,636	373	3
Rape	8	1	7	0
Robbery	509	461	48	0
Burglary	84	58	26	0
Larceny-theft	29	25	4	0
Motor vehicle theft	38	22	16	0
Arson	73	34	37	2
Prostitution and commercialized vice	12	9	3	0
Other sex offenses	9	3	6	0
Narcotic drug laws	591	531	59	1
Gambling	3	3	0	0
Other-not specified	656	489	167	0
Suspected felony type	141	103	38	0
Other than felony type total:	6,030	4,490	1,532	8
Domestic violence	88	62	26	0
Child killed by babysitter	20	13	7	0
Brawl due to influence of alcohol	46	39	7	0
Brawl due to influence of narcotics	29	23	6	0
Argument over money or property	128	107	21	0
Other arguments	3,410	2,457	952	1
Gangland killings	274	251	23	0
Juvenile gang killings	292	271	21	0
Institutional killings	29	27	1	1
Sniper attack	2	2	0	0
Other-not specified	1,712	1,238	468	6
Unknown	5,744	4,679	1,048	17

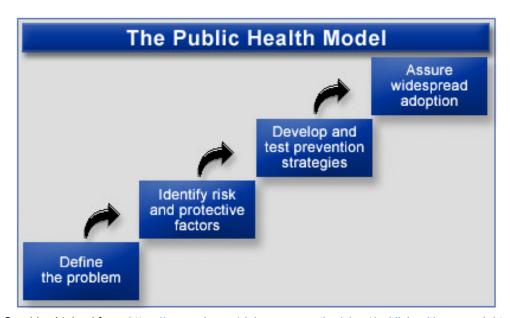
Summary of Evidence-Based Strategies

Using the Public Health Approach

Violence, gun violence in particular, is widely referred to as a public health problem or crisis. In April, President Joe Biden said the country was facing "a gun violence public health epidemic." With homicide being a leading cause of death for individuals of specific races and ages, and violent crime on the rise, many jurisdictions are realizing that the problem is more than an enforcement issue alone.

According to the Centers for Disease Control and Prevention, National Center for Injury Prevention and Control, Division of Violence Prevention, the public health approach is a four-step process that is rooted in the scientific method and draws on a science base that is multi-disciplinary.²⁸

The first step is to define and monitor the problem by understanding the "who," "what," "when," "where," and "how" associated with it. The second step is to identify risk and protective factors by determining what factors protect people or put them at risk for experiencing or perpetrating violence. Third, strategies should be developed and tested using an evidence-based approach. Findings from research literature and available data should be used to develop prevention strategies. Once implemented, these strategies should be evaluated to determine their effectiveness. The fourth and final step is to assure widespread adoption. Strategies that are shown to be effective should be implemented more broadly and continually assessed.



Graphic obtained from: https://www.cdc.gov/violenceprevention/about/publichealthapproach.html

Many of the evidence-based strategies in this section follow the public health approach.

Focused Deterrence

Thomas Abt and Christopher Winship conducted a meta-review of strategies that worked best to reduce community violence. They examined 43 reviews in total, which included more than 1,400 studies. From this, they identified 30 separate crime and violence reduction strategies. Of these, they determined that focused deterrence had the strongest and most consistent anti-violence effects.²⁹

Focused deterrence is a strategy to intervene with high-risk groups and individuals to prevent future crimes, primarily future violence. There are five (5) key tasks typically involved in focused deterrence:³⁰

- 1. Find those at risk of being involved with violence.
- 2. Hold an intervention meeting.
- 3. Provide services to those who want to change.
- 4. Have community members provide ongoing support.
- 5. Enhance enforcement for persons and groups that persist in crime.

Focused deterrence originated in Boston as the Boston Gun Project and eventually became Operation Ceasefire. Operation Ceasefire was credited with a 63 percent reduction in youth homicide and 50 percent reduction overall. ³¹

Group Violence Reduction Strategy (GVRS) is a commonly used focused deterrence strategy. Oakland has cited GVRS as the driving factor in a drop of 32 percent in gun homicides and 55 percent in nonfatal gun assaults from 2011-2017. 32

Thomas Abt describes Oakland's process as follows: Partnerships are formed among police, prosecutors, key community partners, and social service providers who can deliver under difficult circumstances. Each is important to the effort's effectiveness and legitimacy. Once the group is formed, it identifies the key groups, group members, and group dynamics that are driving the violence. Once the individuals have been identified and resources have been marshalled, the partnership confronts these individuals. Face-to-face in group and one-one-one settings with a message of caring and consequences. These meetings are called "call-ins" or "custom notifications". Many are required to attend as a condition of probation or parole. Meetings are held at a neutral location like a church or community center. The group is committed to keeping the individuals alive and out of prison. Meetings are administered according to the principals of procedural fairness. The message is "We are here to help you. If you do not let us help you, we will stop you." Law enforcement provides the accountability keep up the shooting and we will come down on all of you. Community members speak, those with moral authority, neighbors, elders, preachers, etc. Most convincing are the mothers who have lost sons to violence. Last come the service providers offering concrete and timely assistance. It is especially helpful when the provider is an ex-offender. After the meetings end, the partnership must follow up relentlessly. They do what is necessary to protect people, arranging surrenders to law enforcement, mediating conflicts, etc. Once a person is stable, a life plan is drafted. Those who persist are targeted by law enforcement and held accountable. 33

It is believed that GVRS is successful because it is focused and accounts for the group dynamics that often motivate violence. However, the strategy has been criticized as being just another "tough-on-crime" initiative and for lack of long-term effects.

Street Outreach and Mediation

Street outreach is an alternative to interact with individuals who cannot be reached by law enforcement or social services. Successful outreach workers are known and respected by dangerous groups and individuals they work with. Most are ex-offenders who can leverage their own street credibility to maximize success. The goal is to mediate disputes before they turn deadly. Outreach workers can connect individuals to services and assistance. They use informal social control to stop the cycle of violence where formal social control fails. They can provide a meal, a ride, a place to stay, a way out. ³⁴

Street outreach efforts are focused on those most likely to perpetrate violence. Outreach workers focus on preventing violence, not crime in general. Outreach can also bridge the gap between the criminal justice system and disconnected communities. However, street outreach is dangerous work and groups must be careful not to increase the divide between police and the community.

Cognitive Behavioral Therapy

Cognitive Behavioral Therapy (CBT) is based on the concept that thoughts, feelings, and behaviors are all related. It has been used to treat things like depression, anxiety, post-traumatic stress disorder (PTSD), and many other behavioral issues. Recently, CBT has been used more frequently to treat criminal and violent behavior. Choices and behaviors put people at risk for violence. Hypervigilance is a significant attribute. CBT helps remedy poor decision making. In order to treat individuals at the highest risk for violence, the remedies must specifically treat the individuals own thinking and behavior. CBT is more effective when combined with other services rather than a stand-alone intervention. ³⁵

Family Functional Therapy

Children function within family units, and that unit must be healthy for the individuals in it to thrive. Having a strong secure bond with at least one (1) caring adult is very important. Home visiting and parent training programs are two (2) effective strategies. Functional Family Therapy (FFT) is an intensive therapy that is provided to the whole family to correct patterns of interaction that that contribute to poor behavior.

The most successful programs for children do the following: 36

- Incorporate CBT, focusing on concrete changes in thinking and behavior with an emphasis on improving interpersonal problem-solving.
- Address trauma.
- Treat the entire family (family is defined broadly).
- Is time limited, 12 to 18 sessions over three (3) months.
- Therapies are focused and ensure these interventions benefit the children and families at greatest risk for future violence.

Social Network Analysis

Social network analysis systematically examines past shootings and killings in order to identify connections among the smaller number of individuals involved in serious violence. The analysis begins with one (1) homicide victim and identifying everyone they were criminally connected to. Repeat the process with each victim in order to generate a social network of the individuals at the highest risk for violence. 37

According to Andrew Papachristos, social network analysis uses a set of theoretical and methodological tools that make sense of the social world by focusing not on individual actors. but on the relationships between those actors. Drawing on principles central to mathematical graph theory, social network analysis uses statistical and visualization techniques to describe how social actors are affected by those around them, and in turn, how these individuals affect the actors they are connected to, and how the set of actors and relationships between them affect real-world behavior.³⁸ Papachristos indicates that research has determined the extent to which gun violence is concentrated within social networks. A series of studies have uncovered fairly consistent evidence in multiple cities that victims of gun violence can be located within citywide or neighborhood-wide co-arrest networks.³⁹

Place-Based Approaches

The following conclusions can be drawn from decades of research on crime concentration and hot spots:

- Hot spots are small in geography.
- Hot spots are busy, driving high percentages of crime in a community.
- Hot spots remain consistent or stable over time.
- Hot spots typically have physical disorder, foot traffic and high accessibility.

Hot spots policing covers a range of police responses that focus on resources on the locations where crime is highly concentrated, using intelligence led policing to focus on serious repeat offenders who frequent hot spots. When using hot spots policing, transparency is important as this strategy has been associated with profiling in the past. 40

In areas of high-violence, *place making* can be used to address low occupancy rates, foreclosures, vacant buildings and lots, physical and social disorder, and restoring and improving services such as streetlights, sidewalks, and parks. These improvements can be made in conjunction with other strategies to reduce violence. Place making is successful when done by engaging residents, landlords, business owners, regulators, inspectors, and encouraging them to help prevent the violence.

The following recommendations were documented by researchers in *Place-Based* Investigations to Disrupt Crime Place Networks:41

- Use place-based investigations as the focus of a city-wide initiative to improve community safety.
- Establish formal partnerships and hold place-based investigations review board meetings with representatives from all city departments to gather place intelligence and leverage intervention resources.

- Partner with city attorneys to address identified nuisance properties and noncompliant owners.
- Create investigative teams, supported directly by the chief executive and designated command staff, with experienced detectives who can gather community intelligence, manage confidential informants, and conduct or coordinate undercover work.
- Educate review board members, investigative teams, and city attorneys on crime place theory and research.
- Train detectives to uncover crime place networks and gather place-based intelligence.
- Develop mechanisms to systematically collect intelligence from community members, patrol officers, and other specialized police units.
- Use or partner with advanced crime analysts to develop methods for identifying and tracking changes in and around micro-location hotspots.
- Integrate place-based investigations with focused-deterrence strategies whenever place and offender networks overlap in time and space.

Existing Violence Reduction Initiatives or Programs

While not a comprehensive list, the following initiatives or programs were reviewed while compiling this report and have been incorporated for reference.

- 1. <u>Cure Violence</u>⁴² stops the spread of violence by using the methods and strategies associated with disease control:
 - a. Detecting and interrupting conflicts.
 - b. Identifying and treating the highest risk individuals.
 - c. Changing social norms.

According to their website, Cure Violence has been implemented in the following areas:

- Allegheny County
- Atlanta
- Baltimore
- Charlotte
- Durham
- Grand Rapids
- Greensboro
- Kansas City
- Jacksonville
- Milwaukee
- Minneapolis
- New Orleans
- New York City
- Philadelphia
- San Antonio
- St. Louis
- Washington, DC
- Oakland Ceasefire is a data-driven violence-reduction strategy coordinating law enforcement, social services, and the community. The major goal is to reduce gang/group-related homicides and shootings.⁴³
- 3. The Milwaukee Blueprint for Peace is a community-driven agenda for addressing the complex factors that drive violence in Milwaukee. Rooted in a public health approach to violence prevention, the Blueprint was shaped by more than 1,500 individuals, elevating the voices of youth, community residents, and key stakeholders to call for strategic, aligned, and sustained investments and action to prevent violence, build resilience, and create a safer, healthier city.⁴⁴
- 4. The Milwaukee Homicide Review Commission (MHRC) strives to reduce homicides and non-fatal shootings through a multi-level, multi-disciplinary and multi-agency homicide review process. The MHRC is comprised of law enforcement professionals, criminal justice professionals and community service providers who meet regularly to exchange information regarding the city's homicides and other violent crimes to identify methods of prevention from both

public health and criminal justice perspectives. The MHRC makes recommendations based on trends identified through the case review process. These recommendations range from micro-level strategies and tactics to macro-level policy change. Many of the recommendations made to date have been implemented. The Milwaukee Homicide Review Commission provides a unique forum for addressing violence in the city of Milwaukee. The commission maintains a live dashboard displaying information about shootings — victim/offender counts and demographics, monthly and time of day analysis, primary factors, and incidents by area. Milwaukee Homicide Review Commission Dashboards | Epidemiology | Medical College of Wisconsin (mcw.edu).

- **5.** The <u>Becoming a Man (BAM)</u> program helps young men navigate difficult circumstances that threaten their future. The program combines sports, youth engagement, positive masculinity training, and CBT. ⁴⁶ According to their website, BAM has been implemented in the following areas:
 - Chicago
 - Boston
 - Los Angeles
 - Seattle
- 6. Safe and Successful Youth Initiative (SSYI) is a state-funded, community-based secondary violence prevention program that launched in 2011 that is now in 13 Massachusetts cities (Boston, Brockton, Chelsea, Fall River, Haverhill, Holyoke, Lawrence, Lowell, Lynn, New Bedford, Pittsfield, Springfield, and Worcester) to address serious youth violence, particularly gun violence. SSYI is a comprehensive public health approach that does not rely on suppression, arrest, or incarceration of young men who have already committed a gun- or gangrelated crime or have been a victim of such crime. Instead, the program offers an array of services, including case management, outreach, and direct services (e.g., subsidized employment, behavioral health), to young men ages 17 to 24 who are believed to be at "proven risk" for becoming involved in firearm violence. 47

In April 2021 the <u>National Institute of Justice posted a Program Profile</u> with a promising rating. The profile indicates there are statistically significant reductions in city-level homicide victimization rates for 14- to 24-year-old young men in SSYI treatment cities.

Bradham and Campie analyzed the cost benefit and estimated that in Boston and Springfield the preventive benefit of the SSYI program was close to \$15 million for about a \$2 million investment in program costs.⁴⁸

7. Roca is an organization functioning in Baltimore and Massachusetts to disrupt incarceration, poverty, and racism by engaging the young adults, police, and systems at the center of urban violence in relationships to address trauma, find hope, and drive change. Roca is part of a public health response to violence targeting 16- to 24-year old's, mostly males, who have had at least brushes with the criminal justice system and are likely to be either a perpetrator or a victim of gun violence. Through cognitive behavioral therapy, the program tries to help people manage their trauma and regulate their responses to stress and conflict.⁴⁹

8. Establishing an Office of Violence Prevention Reduction

While not a comprehensive list, the following cities were determined to have established an Office of Violence Reduction/Prevention and links have been incorporated for reference.

- a. Chicago Office of Violence Reduction
- b. Richmond's Office of Neighborhood Safety
- c. <u>City of Milwaukee Health Department Office of Violence Prevention</u>
- d. Minneapolis Office of Violence Prevention
- e. City of Oakland Department of Violence Prevention
- f. New Orleans Office of Gun Violence Prevention
- g. City of Philadelphia Office of Violence Prevention
- h. City of Sacramento Office of Violence Prevention
- i. Atlanta is advertising a position for a <u>Director</u> to establish an Office of Violence Reduction.

9. Violence Prevention or Reduction Plans

While not a comprehensive list, the following documents were reviewed while compiling this report, and may be referenced should Leon County proceed with developing a similar plan.

- a. Baltimore City Comprehensive Violence Reduction Plan (2021)
- b. Dallas Police Department Violent Crime Reduction Plan (2021)
- c. The Philadelphia Roadmap to Safer Communities (2019, updated 2021)
- d. A Comprehensive Plan to Reduce Violence in Chicago (2020)
- e. <u>A Generational Gun Violence Reduction Plan City of New Orleans</u> (2019)
- f. Oakland's Gun Violence Reduction Strategy (2018 report outlines successful implementation of the plan)
- g. Milwaukee Blueprint for Peace (2017)

10. Emergency Operations Centers and Declarations

Recently a few cities have issued emergency declarations for violence. One (1) city has activated an emergency operations center specifically for violence prevention.

- a. On February 17, 2021, Mayor Muriel Bowser announced the launch of the <u>Gun Violence Prevention Emergency Operations Center (EOC)</u>, as part of a new comprehensive gun violence prevention program, Building Blocks DC.
- b. On July 7, 2021, New York Gov. Andrew Cuomo declared a "first-in-the-nation" disaster state of emergency regarding the rise in gun violence.
- c. On July 23, 2021, Flint, Michigan declared a state of emergency over gun violence.
- d. On July 24, Albany, NY declared a state of emergency for gun violence.

11. Recent Violence Reduction Efforts from the White House

- a. On June 23, 2021, The White House released a <u>Comprehensive Strategy</u> to <u>Prevent and Respond to Gun Crime and Ensure Public Safety</u> and encouraged states and localities to use American Rescue Plan (ARP) funding for community-led violence programs.
- b. On July 12, 2021, the White House released a memorandum titled <u>How Local and State Government Can and Should Use the President's Gun</u>

<u>Crime Reduction Strategy and Historic Rescue Plan Funding to Improve Public Safety</u>. In this memo, the following jurisdictions were praised for using American Recue Plan funding to support public safety efforts:

- i. *Utica, NY*, plans to support "gun violence prevention and law enforcement career recruiting efforts."
- ii. Walla Walla, WA, will "fund new police hires"
- iii. *Tucson, AZ*, "plan[s] to invest at least \$7 million in community safety, health and wellness, and violence interruption programs."
- iv. *Cincinnati, OH*, is using ARP funds to increase its policing and emergency services budget
- v. *Philadelphia, PA*, is spending "\$1.3 million to expand proven violence interruption programs" and "\$2 million for a Transitional Jobs Program to address a root cause of violence, lack of job opportunities."
- vi. *Albuquerque*, *NM*, is investing "\$3 million to expand a gunshot detection system, \$5 million to refurbish station houses, \$1 million for new cars and \$450,000 to recruit more officers."
- vii. Watertown, NY, will use some of its ARP funds "to reinstate four (4) police officers and two (2) other city staff positions."
- viii. Kansas City, MO, seeks to "restore police departments to prepandemic levels"
- ix. Syracuse, NY, will invest in an "enhancement of the police department's ShotSpotter system, which helps locate gunfire; a collaboration with mental health providers to assist with mental health-related police calls; [and] increased police transparency."
- c. On July 15, 2021, The White House Community Violence Intervention (CVI) Collaborative, comprised of 16 jurisdictions, had its first meeting. The group will work over the next 18 months to strengthen and scale community violence intervention infrastructure to reduce gun crime.

 Readout of First Meeting of White House Community Violence Intervention Collaborative | The White House

Conclusion and Recommendations

Conclusion

Although it is acknowledged that the findings in this report are preliminary and limited, the available data indicates that the homicide problem in Leon County is not unique compared to other areas.

- 1. Homicides predominantly occur in socioeconomically disadvantaged communities and most victims and offenders reside within these same areas.
- 2. The majority of homicides are committed with firearms, which in many cases are not legally owned.
- 3. Many homicides are committed in the commission of another crime such as a robbery, drug deal, or theft.
- 4. Victims and offenders are overwhelmingly young Black males from socioeconomically disadvantaged communities.
- 5. The majority of homicide offenders have previous criminal histories, often violent. Most had committed crimes as juveniles.
- 6. The majority of homicide victims and offenders are at least acquaintances and are seldom strangers.
- 7. Offenders typically have unfavorable views of the justice system and lack trust in law enforcement.
- 8. The majority of homicide offenders have been suspended or expelled from school.
- 9. The majority of homicide offenders are arrested for the first time before age 18.

As the shootings continue in our community, we are inspired to take immediate action. Although the research on violent crimes and recommendations for violence reduction are plenty, we must approach this problem by first fully identifying and understanding how violence is impacting Leon County, and then agreeing on how we will remedy the issue together as a community. Sustaining the unwavering focus required to combat a problem of this complexity and magnitude will be critical to our success. This is not a problem that can be solved by law enforcement alone. Although there are many agencies, organizations, and resources currently working to reduce violence, we must strive to improve coordination, collaboration, and information sharing in order to comprehensively address this issue.

At a high-level, recommended next steps are as follows. More <u>specific recommendations</u> are outlined beginning on page 82. To be successful these steps must be taken collaboratively, by the community at large, not solely by the Leon County Sheriff's Office.

- 1. Fully define and understand the problem.
- 2. Develop a plan to address the problem.
 - a. Identify and engage key stakeholders.
 - b. Designate a working group or committee to lead the effort.
 - c. Develop specific goals and strategies with timelines for completion.
 - d. Identify costs and funding to support the needs.
- 3. Implement strategies and closely monitor results.

Ongoing LCSO Efforts

While fully diagnosing the problem and developing a plan takes time, we will not stand idle while the violence continues. The Leon County Sheriff's Office is currently engaging in the following efforts, which are aligned with evidence-based strategies for reducing violence.

1. Youth Services Programs

- a. Back on Track: The Back on Track program was launched in partnership with the Department of Juvenile Justice in February 2019. Back on Track is designed to reach first or second-time juvenile offenders who are sentenced to probation. The program bridges the gap between law enforcement and youth in our community. It focuses on issues through building a connection, developing mutual respect, trust, and willingness to continue the dialogue beyond the program. During its inception in 2019, 89 youth participated in the intervention program with 80 percent of those youth not re-offending. From the time spans of January 2020 to March 2020 and October 2020 to April 2021, 55 youth participated in the Back on Track program with 71 percent of participants not re-offending. In 2020, LCSO secured a \$100,000 grant through the Department of Juvenile Justice to continue this program and service additional youth in the community. Although the COVID-19 pandemic impacted the ability to meet face-to-face, the program continued through web-based platforms.
- b. Prevention Needs Assessment (PNA) Survey: The Leon County Sheriff's Office, in partnership with Leon County Schools, used a Prevention Needs Assessment (PNA) to survey a sampling of eighth and tenth grade Leon County School students to determine the needs of youth in various geographical areas of Leon County. The Leon County Sheriff's Office disseminated the survey beginning in January 2020. The results of the surveys are to be used as a tool to determine how students feel about their school, family, peers, and community. The survey is designed to assess students' involvement in a specific set of problem behaviors, as well as their exposure to a set of scientifically validated risk and protective factors. The risk and protective factors have been shown to influence the likelihood of academic success, school dropout, substance abuse, violence, and delinquency among youth.
- c. Scoutreach: The Leon County Sheriff's Office partnered with the Suwannee River Area Council, Boy Scouts of America in 2020, to develop scouting troops in the under-served areas of Leon County. The Suwannee River Area Council's goal is to provide a quality, dynamic program of learning and adventure that builds well-rounded young people. Through the Scoutreach program, this partnership allows the Council to recruit passionate adult leaders and to develop strong relationships with the organization in urban, suburban, and rural areas, removing barriers to ensure that all youth have the opportunity to join Scouting. The Suwannee River Area is dedicated to ensuring that every child has an opportunity to join Scouting, no matter their circumstance. Scoutreach assistance can provide camperships, uniforms, handbooks, transportation, and leadership of a Scout unit.
- d. Youth Advisory Council: The Leon County Sheriff's Office developed a Youth Advisory Council in 2020, which provides Leon County's young people with an active role in addressing youth issues. It is the mission of young advocates to advise the Sheriff, reach out to Leon County teens, inform them of existing

- opportunities and listen to suggestions on what the Sheriff's Office can do to improve its youth-oriented efforts. The Council is designed to bring topics of mutual interest to Leon County youth and local law enforcement directly to the attention of Sheriff McNeil through open dialogue.
- e. Worship With Me: Worship with Me was initiated in June 2019, with 23 religious entities on board and 30 youth participants. During the program's active months, baseline success rate of 75 percent was established. Due to COVID-19, this program was suspended at the beginning of 2020 and remains suspended until CDC recommendations allow active participation.

2. Reentry and Inmate Programs

- a. Suppression Prevention Intervention Referral Intelligence Tool (SPIRIT): SPIRIT is a cloud-based service designed to identify and match clients to appropriate evidenced-based interventions based on their personal individually tailored needs. Age, gender, interests, issues (risk factors), location, language, transportation, payment type and others are all taken into the algorithm for determining the best match for the client based on the approved providers. The system is capable of sending referrals to the identified providers and tracks the acceptance and fulfilment of the referrals.
- **b.** Case Management and Transition Planning: Using the CINAS-Lite assessment, case managers determine appropriate inmate programming and develop comprehensive transition plans to assist them with their reintegration into the community. Transition plans incorporate continuum of care planning.
- c. The RISE Center is Leon County Sheriff's Office continuum of care center created to serve inmates who are currently incarcerated, released from Leon County Detention Facility and those released from Department of Corrections, Department of Juvenile Justice or Federal Prison (back to Leon County).
- d. Leon County Sheriff's Office Pathways Program, formerly known as "Work Camp", is an innovative new program that has buy-in from the Judiciary, State Attorney and Public Defender. This program has a shift in focus from purely punitive sanctions to a more focused, individualized approach towards educational and vocational elements within sentences that are handed down by the courts. There are two (2) separate sections within Pathways: the traditional Work Camp option or sentencing through Vocational Education Encouraging Reform (VEER).
- e. The Vocational Education Encouraging Reform (VEER) is a new program that is a part of LCSO reentry efforts, being offered through Pathways. Offenders will be sentenced by the courts to VEER through Pathways, while they attend a vocational program as a part of their sentence. Some examples of these vocational programs through VEER are Commercial Drivers' License Course and Refire Culinary Course.
- f. Business Pledge Sheriff McNeil seeks business' Pledges of Support for "ALLin LEON" and the Leon County Detention Facility's re-entry component, which seeks to provide incarcerated individuals re-entering the community, with the tools they need to be productive citizens upon their return. A business' pledge represents a collective community-wide call-to-action for all members of the private sector to improve their communities by eliminating employment barriers for those with a criminal record and create a pathway for a second chance.

3. Law Enforcement Operations

- a. LCSO has assigned one (1) sergeant and two (2) detectives to the U.S. Marshals Service Regional Fugitive Task Force for the Florida/Caribbean Region. The purpose of regional fugitive task forces is to combine the efforts of federal, state, and local law enforcement agencies to locate and apprehend the most dangerous fugitives and assist in high profile investigations.⁵⁰ The LSCO resources are assigned to the Task Force full-time and assist in apprehending suspects with warrants for violent crimes, including murder.
- b. **Deputies Without Borders** is an initiative of ALLinLEON. Big Bend law enforcement agencies work joint operations to enhance crime response capabilities, especially in the seizure of illegal drugs and weapons, apprehension of violent criminals, and sharing of information about local offenders.
- c. LCSO is partnering with other local law enforcement agencies on the newly formed **Multi-Agency Violence Reduction Campaign (MAVRC)**, focusing on areas with high numbers of shooting incidents and other crimes involving firearms.
- d. Prescriptive Policing Project: After an extensive analysis of crime and environmental factors, the Griffin Heights neighborhood was selected for a pilot prescriptive policing project. Next steps are to conduct community outreach and surveys, and develop a crime reduction plan specific to the neighborhood. Griffin Heights is one (1) of the neighborhoods with the highest number of homicides per square mile.

4. Community and Media Relations

a. CeaseFire: As part of the efforts to reduce gun violence and gun-related offenses, CeaseFire was launched in August 2019, to remove guns out of the hands of criminals. Modeled after successful gun bounty programs nationwide, the Community and Media Relations Unit created CeaseFire in collaboration with Big Bend Crime Stoppers and local businesses. This program operates on the reporters' anonymity and offers monetary incentives for individuals providing tips leading to the seizure of unlawfully possessed guns. The program started with more than \$20,000 in donated funds from local businesses. CeaseFire results thus far include two (2) arrests with 14 criminal charges and four (4) seized firearms.

Specific Recommendations

Fully Define and Understand the Problem

Before appropriate strategies can be identified and implemented, a specific focus should be established, and additional analysis should be conducted on the most recent incidents within the selected focus.

Four (4) questions must be answered:

- 1. What violent crimes will be the focus? Homicides in general, shootings (fatal and nonfatal), other violent crimes?
- 2. Who is committing the crimes?
- 3. Where are the crimes being committed?
- 4. Why are the crimes being committed?

With this information, a variety of people, place and behavior-based strategies can be selected to address the crimes.

Data Analysis

Compiling the data for this report was resource and time intensive. Data needed to effectively analyze the lifecycle of a homicide case is maintained in multiple systems. Critical information is buried in text fields which is not easily located. A further complication of this review was the use of multiple report management systems (RMS) over the period of time that was being reviewed.

At this time, the Leon County Sheriff's Office lacks the systems and data integration capabilities needed to perform a comprehensive analysis. With the majority of homicides and shootings being reported to and investigated by the TPD, a large portion of the data is not accessible to LCSO analysts. This presents the analysts with the monumental task of manual data collection and analysis.

In order to address these data needs going forward, LCSO and TPD would need to work together to determine what data is pertinent for analysis, how data collection and reporting could be standardized between the agencies and establish a data sharing agreement to ensure both agencies have access to each other's data. Modifying existing systems with data fields for the information may be an option, as would creating an independent tracking system/method for this effort. Furthermore, simply having a system to collect the information will not be enough. Individuals responding to and investigating the incidents would need to be notified of what additional information is needed and would need to report this information consistently to ensure the data was available.

Collecting consistent data and making this data publicly available, would promote transparency and allow researchers to study the data. The City of Milwaukee has formed a Homicide Review Commission to collect and monitor trends in their homicide and shooting data. The Commission maintains a publicly available dashboard that displays demographics and time and location trends. Milwaukee Homicide Review Commission Dashboards | Epidemiology | Medical College of Wisconsin (mcw.edu). Although maintaining data in this way is very useful, it requires specialized software tools and resources allocated for this purpose.

Additional Research

LCSO should leverage the assistance of local universities to assist with scholarly and scientific research and advanced data analysis. There is a significant gap between research and the practitioners who need to interpret and react to the findings. Findings need to be broken down into plain language and the "so what" needs to be clearly identifiable to the consumer of the data and research.

The focus of this project was homicides; however, the number of nonfatal shootings and attempted homicides is far greater. Examining these incidents would provide a more comprehensive understanding of the violence that is occurring in the community. However, obtaining this information would be challenging. There is no specific UCR category for shootings in general. These incidents may be difficult to extract from RMS as well, as they would likely be categorized as other offenses such as robberies or aggravated assaults.

Although domestic violence homicides did not make up a significant percentage of the overall homicides, it would be beneficial to examine these cases in comparison to the overall homicides.

Victim Offender overlap is a topic that warrants further review. There is existing research that indicates being a victim of violent crime can be a risk factor for becoming a future perpetrator of crime. The network of victims and offenders is suspected to be relatively small, so a closer examination of these individuals may be useful.

Other sources of data that may be beneficial to explore:

- 1. CINAS data for offenders incarcerated by the Department of Corrections.
- 2. Leon County Schools student records, including Individual Education Plans.
- 3. DISC Village data.
- 4. Court records.
- 5. Interviews with prosecutors and defense attorneys.
- 6. Interviews with family and friends of victims and offenders.
- 7. Interviews with current and former homicide investigators. It may be beneficial obtain information about the following:
 - a. Specific information from investigative reports which would provide additional insight on circumstances, motive, and victim/offender characteristics.
 - b. How information sharing and collaboration can be enhanced between agencies.
 - c. Best practices.
 - d. Additional training needs.
 - e. Any existing investigative gaps or information needs.

Develop a Plan to Address the Problem

After fully analyzing the problem and selecting an initial area of focus for the violence reduction efforts, a team should be assembled to develop a comprehensive plan.

Identify and Engage Key Stakeholders

The lifecycle of a homicide spans a multitude of stakeholders. From the community members impacted by the violence, the schools, law enforcement agencies, the courts, the social services agencies, community organizations, the universities, etc. Pull these resources from the silos and pool resources. It may be beneficial to hold a series of listening sessions or town hall meetings

to open dialogue with the communities most impacted by violence. The community members should be actively engaged and support the efforts to reduce violence in their communities.

Designate a Working Group or Committee to Lead the Effort

Efforts need to be focused and well-coordinated. Having individuals with full plates take on this responsibility as an additional duty will not be successful. Whether it takes the form of establishing an Office of Violence Prevention, a task force, or simply assigning specific individuals, there must be a central point of coordination whose main priority is to lead the effort.

The team should be comprised of high energy problem solvers from the stakeholder groups. Not just talkers, but doers. This team would develop the plan and be responsible for implementation and monitoring.

Develop Specific Goals and Strategies with a Timeline for Completion

With a definition and understanding of the problem, and a team assigned to lead the effort, the plan would be developed with specific goals and strategies. Although it is tempting to set overarching goals such as reducing violent crime in general, goals should be targeted, achievable, and measurable. Focus on smaller areas (specific people, specific places, and specific behaviors) to be most effective.

Multi-dimensional approaches balancing prevention and enforcement are typically more successful than single strategies. When developing the plan, consider the following:

1. Identify and engage those determined to be most at risk.

- a. Use the findings from the data analysis. Consider a combination of the following:
 - i. Young Black males.
 - ii. Juvenile offenders.
 - iii. Those suspended or expelled from school.
 - iv. Those in second chance/alternative schools.
 - v. Those living in the 32304 zip code or neighborhoods deemed high density for homicides/shootings.
 - vi. Recent violent crime victims.
 - vii. Individuals known to carry illegal guns.
- b. Explore Social Network Analysis or mapping criminal associations.
- c. Explore Street Outreach.

2. Provide targeted services to the identified individuals. Potential options to consider are:

- a. Support services for children/young adults and their parents.
 - i. Cognitive behavioral therapy.
 - ii. Family functional therapy.
 - iii. Counseling and support to address previous trauma.
- b. School related support for truancy and dropout prevention.
- c. Mentoring/life coaching programs, specifically those that assign a mentor/coach that is available on-call and for daily or weekly check-ins to support and hold the mentee accountable.
- d. Job training.
- e. Enrichment activities.
 - i. Spiritual activities.
 - ii. Stress management and wellness.
 - iii. Youth leadership training.

- iv. Life skills training.
- v. Sporting and arts activities.
- f. Inmate Programming
 - i. Thinking for a Change (T4C) cognitive—behavioral curriculum.
 - ii. Continued educational opportunities.
 - iii. Job placement assistance.

Some of the individuals identified will turn down services offered and will continue to engage in violence. If they cannot be changed, they must be separated (incarcerated) from those who are trying to keep peace and change.

- **3.** Focus on the areas with the greatest amount of violence. Potential options to consider are:
 - a. Focus on serious repeat offenders residing in or frequenting these areas.
 - b. Work with property owners, code enforcement, and city and county services to address vacant buildings and lots, restore services, and remove trash/dumping.
 - c. Work with the community to implement or improve neighborhood watch programs.
 - d. Hold frequent community meetings in these areas to communicate the status and results of the efforts.
- **4. Focus on the behaviors associated with the violence.** Potential behaviors to focus on are:
 - a. Carrying illegal firearms.
 - b. Robberies and drug dealing.
 - c. Mistrust in police and the criminal justice system. Continue to work on building trust in the communities impacted by violence.

The planning process should also identify costs and funding needed to support the strategies (consider grant opportunities of future disbursements of American Rescue Plan funding). Remember, the cost savings of just one (1) homicide is significant.

The plan must include an anticipated timeline and the process for measuring the effectiveness of the strategies. Lack of concrete requirements and focus will be risks for failure.

Implement Strategies and Monitor Results

Once the strategies are implemented, results must be continuously monitored, reported, and evaluated. Data collection and analysis will continue to be a key component for the efforts.

The violence didn't start over night and will take time to improve. Strategies that work for some individuals and in some areas, may not work in others. Improving the situation in some areas may push the problems to others. The monitoring process must look beyond the statistics to fully understand the impacts and the plan must be flexible and adaptable. Understanding why something worked or didn't work will be important for sustainment.

Closing

Communities all throughout the county are working to solve the problems of violence and there is no magic solution. While we may not be able to fully eradicate violence like a disease, there is evidence to support prevention, reduction, and mitigation of violence is possible.

Facing the challenge is overwhelming and solving a problem of this complexity requires focus, the dedication of specific resources (people, time, money, tools, etc.), and rigorous and continuous measurement and assessment.

The path to success requires a unified ALLinLEON response of people, agencies, and organizations working collaboratively to reduce violence in Leon County.

Acknowledgements

Project Team

Name(s)	Role	Responsibilities
Sheriff Walt McNeil	Executive Project Sponsor	 Provide overall project direction, approves development and implementation of project deliverables. Support the PM in obtaining resources and tools needed to conduct the project. Act as an advocate for the project, and the project team. Provide a clear project vision.
Assistant Sheriff Ron Cave	Project Oversight	 Provide overall project direction on behalf of the Executive Project Sponsor. Review bi-weekly status reports and provide additional guidance as needed.
Chief Chris Summers	Project Sponsor	 Act on behalf of project sponsor to manage the project in accordance with directives. Facilitate the request and receipt of information from partner agencies. Approve data collection tool. Initial approval of final analysis and recommendations report.
Sara Bourdeau	Project Manager	 Prepare Project Plan. Identify and manage project risks and issues. Ensure the project team is well-organized, adequately staffed, and working towards project goals. Manage project schedule and scope. Maintain communications with project team members and stakeholders. Coordinate the development of the data collection tool. Preparation of the final analysis and recommendation report.
Leslie Rabon	Director of Youth Services and Crime Intelligence and Analysis	Provide overall consult and recommendations. Provide information about existing Youth Services programs.
Chelsea Grant Tommy Smith	Intelligence and Analysis Leads	 Facilitate requests for information or data. Collect, scrub, and analyze data. Provide consult on the development of the data collection tool. Assist in the validation of findings and preparation of final analysis and recommendations report.
Ann Tuttle	Data Entry and Reporting	Review and compile data from investigative reports and other data sources

Name(s)	Role	Responsibilities
Susan Bradley Maria Folsom Melissa Musgrove	Victim Advocate Unit	 Review investigative reports and other homicide data sources and document findings in data collection tool. Provide input on case review findings.
Assistant Sheriff Percy Griffin Chief Brice Google	Subject Matter Experts	 Review bi-weekly status reports to identify any immediately actionable mitigations. Assist the project team with reviewing the final analysis results and making recommendations for mitigation and/or prevention.
Steve Hougland, PhD.	Florida Sheriffs Association Research Coordinator	 Provide consult on research methods, data collection, data analysis, and formulation of recommendations. Provide consult on data collection tool. Provide assistance with literature review. Provide input on final analysis and recommendation report.

Additional Contributors

Name(s)	Contribution
Larry Bourdeau, LCSO Director of Reentry and Inmate Programs	Facilitated the FDC approval of the use of the CINAS-Lite assessment data and assigned a single case manager to assess the offenders in the sample. Provided consult.
Sonya Howard, LCSO Reentry Case Manager	Performed the assessments on the offenders within the sample and extracted the data to share with the project team.
Melissa Schaldenbrand, LCSO Media Specialist	Cover design and assistance with reviewing and editing.
Jason Laursen, Tallahassee Police Department, Deputy Chief	Facilitated the sharing of information regarding homicides investigated by TPD from 2017-2020.
Kevin Warren, CEO, The Love Identity Foundation & Encouragement (LIFE) Group	Provided consult.
Monica Jordan, Jordan Research and Consulting	Provided consult

Name(s)	Contribution
Florida Department of Corrections, Bureau of Program Development.	Approved the use of CINAS-Lite data for the
Brad Locke , Chief of Program Development	purposes of the project. Provided consult on assessment findings.
David Ensley, Chief of Research and Data Analysis	
Office of the State Attorney, 2 nd Judicial Circuit	Assisted in providing information regarding motive
Jack Campbell, State Attorney, and Assistant State Attorneys	for specific cases.
Office of Attorney General, Advocacy and Grants Management Office	
Christina Harris, Chief of Advocacy and Grants Management	Provided consult.
Cindy Chambers , Program Administrator, Jacksonville Office	
Katy Russell, Victim Services Specialist	

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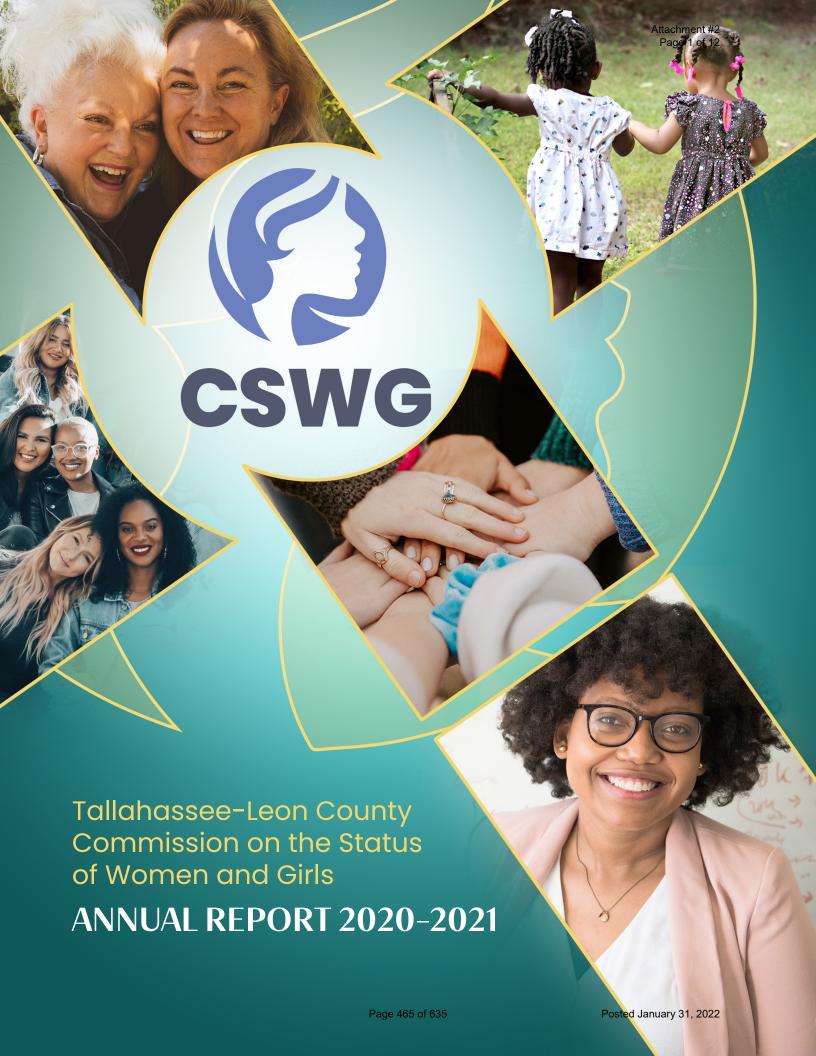
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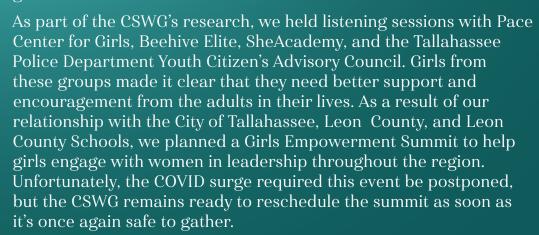
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LETTER FROM OUR CHAIR

hen I accepted the opportunity to serve as chair of the Tallahassee-Leon County Commission on the Status of Women and Girls, I was excited to lead *The Year of the Girl*. And what a year it has been. Together, we adapted our lives as a deadly pandemic took its toll worldwide. Although COVID has kept us virtual most of the year, we still got lots of great work done and we're committed to further amplifying the voices of women and girls.





Lashawn Gordon, Chair



Carrie Boyd, Vice Chair

This year we also learned more about the need for increased access to period products for young people who menstruate. When schools closed in March 2020, students lost access to the products provided by schools. The CSWG has evaluated the needs around this issue and we're partnering with community stakeholders to provide more free period products throughout the county. As a result, we worked with Leon County Schools to plan the installation of free product dispensers in middle and high school bathrooms. Then we initiated plans to extend this resource to city- and county-run facilities with the help of staff, and we procured a supply of products to be distributed through mutual aid pantries in city community centers.

We couldn't be more grateful to the city and county commissioners for their support. The strides we've made on behalf of women and girls in our community would not have been possible without their foresight and dedication.

Here's to another year in service to our community!

Lashawn



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

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MISSION & VALUES

As an advisory board of the City Commissioners and Board of County Commissioners, our purpose is to educate, promote, and recommend public policy regarding issues that affect women and girls in our area. Our goal is to collaborate with community members and elected leadership to further understand how the intersection of different identities (race, ethnicity, gender, sexual orientation, socioeconomic status, and more) impact access to rights and opportunities. We aim to serve as the premier advocate and leading voice for improving the lives of women and girls in the communities encompassed by Tallahassee-Leon County.

The CSWG would like to thank The City of Tallahassee City Commission and Staff; The Leon County Board of County Commissioners and Staff; and the residents of Tallahassee-Leon County.

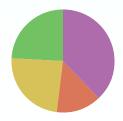
2020-2021 AT-A-GLANCE

APPOINTMENTS & TERMS

Name	Serving Since:		Appointed By:
Trasetta Alexander	2020	City Appointee	Commissioner Williams-Cox
Courtney Atkins	2020	CSWG appointee	Board of County Commissioners
Carrie Boyd, Esq.	2019	County appointee	Commissioner Nick Maddox
Cicely Brantley, Ph.D.	2017	County appointee	Commissioner Jimbo Jackson
Katie Britt Williams	2019	County appointee	Commissioner Kristin Dozier
Linda B. Edwards, Esq.	2019	City Appointee	Commissioner Elaine Bryant
Adela Ghadimi	2020	City Appointee	Mayor John Dailey
Gina Giacomo	2017	CSWG appointee	Board of County Commissioners
Lashawn Gordon	2019	County appointee	Commissioner Rick Minor
Tonnette Graham	2020	County appointee	Commissioner Mary Ann Lindley
Sarika Griffin	2020	CSWG appointee	Board of County Commissioners

Name	Serving		Appointed By:
Nume	Since:		Appointed by.
Andrea M. Jones	2015	City Appointee	City Appointee At-Large
Darby Kerrigan Scott, Esq.	2015	CSWG appointee	Board of County Commissioners
Judy Mandrell, D.C.L.	2020	City Appointee	Commissioner Curtis Richardson
Jessica McGrew, Esq.	2019	County appointee	Commissioner Bryan Desloge
Bernice McMillan	2019	CSWG appointee	Board of County Commissioners
Jeanne L. O'Kon, Ph.D.	2011	CSWG appointee	Board of County Commissioners
Marie Rattigan	2020	City Appointee	Commissioner Jeremy Matlow
Antoneia Roe, Esq.	2017	CSWG appointee	Board of County Commissioners
Jazmyne Simmons, Ph.D.	2020	City Appointee	City Appointee - At Large
Gwendolyn Singleton, Ph.D.	2018	County appointee	Commissioner Bill Proctor

EMPLOYMENT SECTOR



Education: 38%
Government: 43%
Nonprofit: 24%
Private: 24%

21 COMMISSIONERS

- 7 city commission appointments
- 7 county commission appointments
- 7 CSWG appointments

HOURS OF VOLUNTEER SERVICE TO THE CSWG BY COMMISSIONERS



1,170



2020-2021 cswg COMMISSIONERS



Trasetta <u>Alexan</u>der



Courtney Atkins



Carrie Boud, Esq.



Cicely Brantley, Ph.D.



Katie Britt Williams



Linda B. Edwards, Esq.



Adela Ghadimi



Gina Giacomo



Lashawn Gordon



Tonnette Graham



Sarika Griffin



Andrea M. lones



Darby Kerrigan Scott, Esq.



Judy Mandrell, D.C.L.



lessica McGrew, Esq.



Bernice McMillan



leanne L. O'Kon. Ph.D.



Marie Rattigan



Antoneia Roe, Esq.



Jazmyne Simmons, Ph.D.



Gwendolyn Singleton, Ph.D.

POLICY RECOMMENDATIONS

The city and county should partner with the Tax Collector's Mobile Unit and community sponsors to offer free Florida ID's to women and girls in Tallahassee-Leon County.

Implement more gender-responsive programs that address the unique needs of girls in our area.

The city and county should increase the availability of "strength based" (drawing on individual strengths and assets) mental health and sexual health education programs for families in community centers.

Increase efforts to obtain substantive data relating to LGBTQ+ women and girls that can assist in identifying services and resources needed within the community at large. These resources and services can then be used to improve the lives of women and girls in the LGBTQ+ community.

STATISTICS



of girls feel unsafe in their neighborhoods



of girls feel unsafe in their schools



of girls experience verbal bullying



of girls experience cyber bullying



of girls experience physical bullying

School suspension rate

Leon County: 12.8%

Florida: **9.2%**

Children experiencing symptoms of major depression

Girls: **20%** Boys: **7%**

Twenty of the 612 incidents listed in the Leon County School District's Environmental Safety Incident Reporting were sexual harassment or related to sexual offenses.

Florida ranked second in the U.S. for the highest number of Cybercrime victims, with 27,178 victims in 2019 and 53,793 in 2020, according to the Federal Bureau of Investigation's Internet Crime Complaint Center. Florida is ranked number three in reported human trafficking cases, according to the National Human Trafficking Hotline. Fifty-four female youth were arrested in Leon County, including seven for aggravated assault, according to the Florida Department of Law Enforcement (6/20/20).

EDUCATION AND ECONOMIC SECURITY COMMITTEE

YEAR IN REVIEW

The Education and Economic Security Committee has worked diligently with community partners to identify collaborative solutions for addressing educational and economic security concerns. The committee's efforts focused on supporting upward economic, meeting with community organizations and individuals to discuss new policies to best support them. Examining data and past policies, the committee concludes that certain barriers need to be removed before new policies can be initiated.

INTRODUCTION TO THE POLICY

The economic status of a woman and her access to quality educational resources are two of the most influential factors in the determination of upward economic mobility. As the girls of our community transition into adulthood – and for some an affirmed gender identity – they're in need of a supportive environment for their personal and professional growth. The next generation needs additional support to surmount barriers around opening bank accounts, finding jobs, and accessing local resources. We have a duty to support them during this vulnerable transition period, ensuring they can flourish as adults who contribute to our local community.

CHALLENGES AT-A-GLANCE

 In order to obtain a job and open a bank account, individuals transitioning out of high school need a state-issued ID, and many do not have the means to obtain one on their own.

ACCOMPLISHMENTS

- Held Listening sessions with girls groups in the community
- Hosted speakers who shared insights on areas for improvement in our community
- · Committee-based research

POLICY RECOMMENDATION

• The city and county should partner with the Tax Collector's Mobile Unit and community sponsors to offer free Florida ID's to women and girls in Tallahassee-Leon County.



Chair: Adela Ghadimi

Members:

Linda B. Edwards Courtney Atkins Katie Britt Williams Jessica McGrew



GIRLS COMMITTEE

YEAR IN REVIEW

Like their peers across the country, girls in the Tallahassee-Leon County area face novel challenges associated with demographic shifts, mounting economic disparity, and rapidly advancing technology. As changes in the structure of many modern families create new and complex family dynamics, girls who have been socialized to be nurturers often live with unmet needs of their own. The resulting frustration can lead to victimization, verbal aggression, and bullying. Girls are turning to substance abuse at increasing rates and the danger of sex trafficking is alarmingly high – especially for those who have additional risk factors. With the nation's prolonged pandemic exacerbating many of these problems, it's clear that addressing the state of girls in our community has never been more urgent.

INTRODUCTION

Girls are more likely to thrive when they feel safe, seen, and heard. They succeed when they experience positive relational dynamics and are exposed to opportunities for growth in their communities, schools, and homes. To this end, the Girls Committee is focused on increasing awareness about the unmet needs of girls and identifying strategies to meet those needs. In service to these objectives, planning has begun on the Commission's first-ever Girls Summit, leveraging the community's expertise to develop solutions and draw attention to these critical issues.



- Establish and implement gender-responsive training and programs that provide opportunities for girls across county sectors to voice their concerns and perspectives.
- Facilitate the creation of safe spaces for girls with intersectional challenges to connect and communicate.
- Increase parent, teacher, and other caregiver awareness of effective ways to listen to and communicate with girls about their unique challenges and needs.

ACCOMPLISHMENTS

- · Listening sessions with girls' groups in the community
- Presentations focused on girls' well-being and the barriers to that well-being from community experts
- Planned Girls Summit in August 2021

POLICY RECOMMENDATION

 Implement more gender-responsive programs that address the unique needs of girls in our area.



Chair: Cicely Brantley

Members:

Andrea Jones Lashawn Gordon Antoneia Roe Judy Mandrell



HEALTH AND DEVELOPMENT COMMITTEE

YEAR IN REVIEW

The committee met monthly during this commission year, with each meeting focusing on the different ways girls are uniquely impacted in today's society. Following a review of the data on health trends for women and girls in Leon County collected during the previous year's work of the committee, guest speakers from the community, and alarming statistics, members agreed that, while there are many issues affecting the health of women and girls in the local community, they would narrow this year's focus to the topics of mental health and sexual health.

INTRODUCTION

Of the many developmental changes girls experience throughout adolescence, personal identity, interpersonal functioning, and sexual identity stand out as significant sources of complication, which is in part due to gaps in resources and support. Furthermore, girls who are more prone to taking risks involving drugs and sexual behavior are more likely to face mental health challenges. And as many girls form their self-image, they're exposed to the distortions of a media landscape that often favors sexualized imagery. Girls in low-income families and marginalized ethnic groups are at additional risk due to limited mental health and sexual health resources. Improving mental health and sexual health literacy has been proven to reduce stigma and spur positive behaviors, such as an increased willingness to seek help.

Considering the comorbidity of mental health and sexual health challenges among girls, the Health and Development Committee's annual goals were focused on increasing awareness about:

- **1.** Mental health issues
- 2. Sexual health issues
- Mental health and sexual health services and resources

With a focus on women and girls ages 11 to 24 across all ethnic groups in Tallahassee-Leon County, the committee hopes to inform policy recommendations surrounding these issues.

CHALLENGES AT-A-GLANCE

Mental Health

 According to the Centers for Disease Control and Prevention (CDC), one in three high school students experiences mental health challenges, with female and African American students impacted disproportionately.



Chair: Gwendolyn Singleton

Members:

Tonnette Graham Jeanne O'Kon Trasetta Alexander Jazmyne Simmons

Sexually Transmitted Diseases

- There are about 20 million new cases of Sexually Transmitted Diseases each year in the U.S. and about half of these are in females between the ages of 15 and 24. The Florida Department of Health reports that young women's bodies are biologically more susceptible to STDs.
- School Health Profiles report that approximately only 43% of high schools and 18% of middle schools in the U.S. teach the CDC's recommended sexual health education curriculum.

ACCOMPLISHMENTS

- Hosted eleven guest speakers with knowledge and expertise in mental and sexual health status and resources
- Hosted a listening session focused on the mental health for girls in the Tallahassee-Leon County area
- Planned five empowerment workshops for the Girls Summit in August 2021 (postponed due to COVID-19 safety concerns)
- Created a research report on mental health strategies and resources
- Compiled a list of educational resources for parents facing the issues outlined in this report

POLICY RECOMMENDATION

 The city and county should increase the availability of "strength based" (drawing on individual strengths and assets) mental health and sexual health education programs for families in community centers.

VIOLENCE AND SAFETY COMMITTEE

YEAR IN REVIEW

As the saying goes, it takes a village to raise a child, and that remains true today. Groups across the community will need to come together to ensure Tallahassee-Leon County becomes a safer place for women and girls to live out their passions. To help with this effort, the Violence & Safety Committee is focused on drawing attention to the toll violence is taking on women and girls in our region. The committee has identified subject matter experts within specific focus areas who have provided statistics and recommendations for helping to meet the needs of diverse demographics. The committee has also listened to our community's youth and heard their safety concerns firsthand.



Chair: Bernice McMillan

Members: Gina Giacomo Marie Rattigan Sarika Griffin Darby Kerrigan Scott

INTRODUCTION

Issues surrounding the safety of women and girls in Tallahassee-Leon County, such as Internet safety, sex trafficking, LGBTQ+ safety, and intimate partner violence have escalated over the past year. Local agencies report increased threats of bullying, cybercrime, teen sex trafficking, and incidents of trans girls struggling to find services and resources. Research indicates that by promoting and supporting positive and nurturing relationships in youth, violence can be drastically reduced or prevented altogether.

CHALLENGES AT-A-GLANCE

- Twenty of the 612 incidents listed in the Leon County School District's Environmental Safety Incident Reporting were sexual harassment or related to sexual offenses. (2019-2020)
- Florida ranked second in the U.S. for the highest number of Cybercrime victims, with 27,178 victims in 2019 and 53,793 in 2020, according to the Federal Bureau of Investigation's Internet Crime Complaint Center.
- Florida is ranked number three in reported human trafficking cases, according to the National Human Trafficking Hotline.
- More than 150 female youth were arrested in Leon County, including seven for aggravated assault, according to the Florida Department of Law Enforcement.

Information Gaps

• A major need identified through the committee's research efforts is the lack of data and information

related to the LGBTQ+ community. This gap hinders LGBTQ+ women and girls in our community as they attempt to gain access to funding and targeted resources and services. A more concerted effort by government and community-based agencies to obtain substantive data on this growing population could help bring about more services and resources.

ACCOMPLISHMENTS

- Conducted a listening session with female members of the Tallahassee Police Department's Youth Citizens Advisory Council
- Developed topics and a list of panelists and presenters to address violence and safety initiatives for the Girls Empowerment Summit

POLICY RECOMMENDATION

• Increase efforts to obtain substantive data relating to LGBTQ+ women and girls that can assist in identifying services and resources needed within the community at large. These resources and services can then be used to improve the lives of women and girls in the LGBTQ+ community.

GUEST SPEAKERS

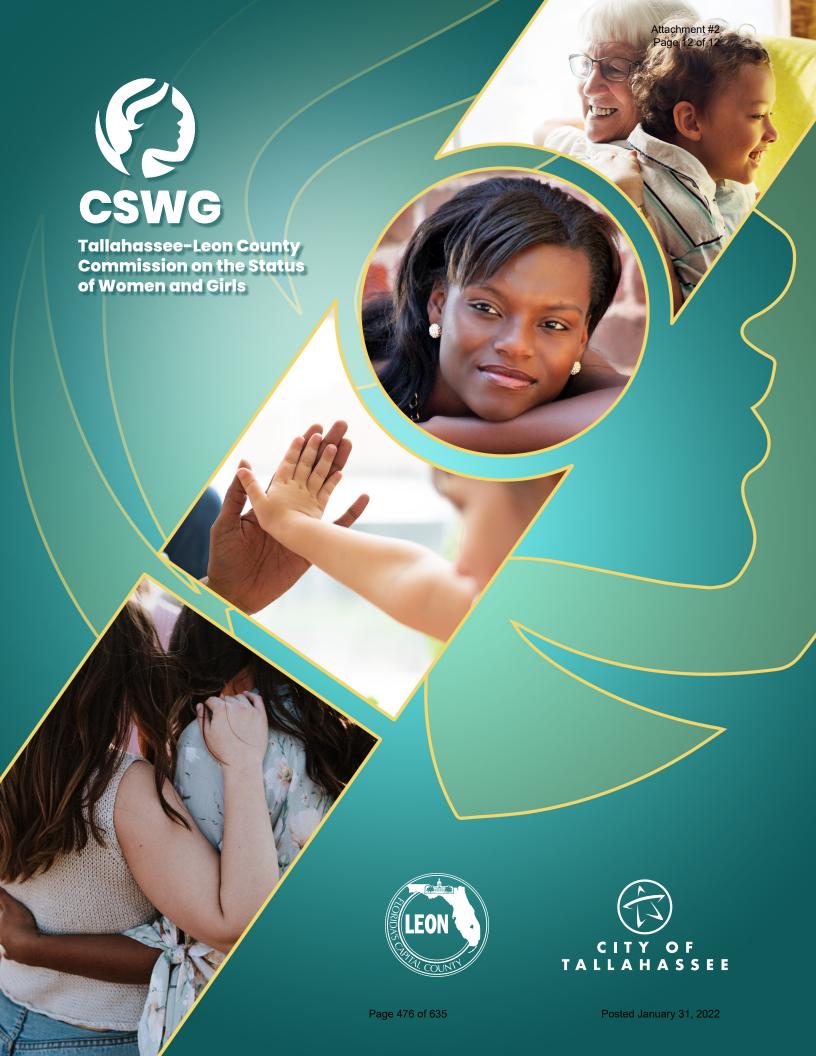
- Elizabeth Bascom
- Taylor Biro
- Tonja Bryant Smith (Tallahassee Police Dept.)
- Janel Diaz
- Camye Edwards
- Maria Folson
- Michelle Gayle
- Robin Hassler Thompson
- Christic Henry
- Lauren Kelly-Manders
- Deborah Lloyd
- Danette McBride
- Melissa Melnicoff
- Emily Mitcham

- Miasha Mitchell
- Kelly O'Rourke
- Paul Osborn
- Kelly Otte
- Maggie Pasquarelli
- Ariauna Range
- Shaqualyn Shedrick
- Alice Sims
- Marcella Torres
- Amanda Wander
- Claudia Blackburn (FDOH)
- Dr. Alan Cox
- Mimi Graham
- Tonya Fitzgerald

COMMUNITY ORGANIZATIONS

- Big Bend Cares
- Department of Juvenile Justice
- Domestic Violence Coordinating Council
- Mayor Dailey's LGBTQ+ Advisory Council
- Refuge House
- South City Foundation
- TPD Special Victims Unit
- The Oasis Center for Women & Girls

The Oasis Center for Women and Girls continues to staff the Tallahassee-Leon County Commission on the Status of Women and Girls. They would like to give special thanks to Kathleen Brennan, Chair of the Oasis Board of Directors, Lena Juarez, Oasis Board Liaison to the CSWG, Mary Deschler, current CSWG Program Coordinator, Kristina Jean-Baptiste, Research Intern, Kelly Otte, Interim Executive Director, and Catherine Register, former CSWG Program Coordinator.



Tallahassee-Leon County Council on the Status of Men and Boys

Draft Council Charter

Version: 0.7

Date: 01/31/2022

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1. BACKGROUND

Based on an exploratory review of homicides which occurred in Leon County from 2015-2020, it was determined that both homicide victims and offenders were overwhelmingly young Black males. Eight six percent of victims and 81 percent of known offenders were male. The 15-24 age group was the highest for both victims and offenders, followed by 25-34. Seventy-five percent of victims and 81 percent of known offenders were Black. These findings were not unique when compared to other published data.

With homicide being a leading cause of death for individuals of a specific sex, age range, and race, this problem is more than an enforcement issue alone. This presents a community health crisis stemming from drivers such as: educational deficits, early exposure to the criminal justice system, lack of a stable family/home environment, mental and behavioral health, substance abuse, poverty, etc.

When treated as a public health problem, using a scientific epidemiological approach, homicides can be prevented. It will take an ALLin community working together with focus, fairness, and a balanced approach of prevention, enforcement, and ongoing assessment.

According to the Centers for Disease Control and Prevention, National Center for Injury Prevention and Control, Division of Violence Prevention, the public health approach is a four-step process that is rooted in the scientific method and draws on a science base that is multi-disciplinary.

The first step is to define and monitor the problem by understanding the "who," "what," "when," "where," and "how" associated with it. The second step is to identify risk and protective factors by determining what factors protect people or put them at risk for experiencing or perpetrating violence. Third, strategies should be developed, implemented and tested using an evidence-based approach. Findings from research literature and available data should be used to develop prevention strategies. Once implemented, these strategies should be evaluated to determine their effectiveness. The fourth and final step is to assure widespread adoption. Strategies that are shown to be effective should be implemented more broadly and continually assessed.

Long-term sustainable strategies and investments are needed to address the underlying socioeconomic issues linked to violence. Although it is tempting to set overarching goals such as reducing violent crime in general, goals should be targeted, achievable, and measurable. Focusing on smaller areas (specific people, specific places, and specific behaviors) is most effective. Actions that are most likely to make the greatest immediate impact on homicides and shootings in Leon County must be taken now, while we work together as a community to address the larger systemic causes of crime and violence.

2. MISSION

The lifecycle of a homicide spans a multitude of stakeholders. From the community members impacted by the violence, the schools, law enforcement agencies, the courts, the social services agencies, community organizations, the universities, etc. Multiple agencies, organizations, and individuals are currently working to enhance public safety, safeguard lives, and prevent violence in our community. *We must now take the next step to further unify these efforts under a comprehensive and focused plan*. The Council on the Status of Men and Boys (CSMB) is expected to provide a roadmap to

reduce homicides and non-fatal shootings in Leon County by bringing all stakeholders and resources to the table to implement a unified operational strategy for both prevention and enforcement.

The mission of the Tallahassee-Leon County Council on the Status of Men and Boys is to:

- Unify existing agencies, organizations, and individuals to coordinate resources, funding, and services under a multi-disciplinary plan for reducing homicides and shootings in Leon County.
- Assess individual risk and implement prevention and intervention plans for the Leon County men and boys at the greatest risk for becoming a victim or perpetrator of violence. Plans will be both evidence-based and community informed.
- Establish specific goals and objectives to address the disparities and challenges men and boys experience in violence, criminal justice, education, employment, and health.
- Continuously evaluate the results of prevention and intervention efforts and conduct further research and analysis of the homicides and shootings occurring in Leon County.
- Reduce the number of homicides by 50% over the next four years.
- Reduce the number of expulsions from school by 50% over the next four years.
- Reduce the number of youths assigned to alternative schools by 50% over the next four years.
- Increase the number of males in our community receiving direct services by 50% over the next four years.
- Decrease overall crime rate by 20% over the next four years.

3. VISION

The Council on the Status of Men and Boys is committed to preserving life by preventing homicides and non-fatal shootings in Leon County. By providing support and services to the men and boys who are most at risk and addressing the underlying causes of violence, the council's efforts will improve the overall quality of life for the individuals and neighborhoods impacted by violent crime.

4. ASSUMPTIONS AND CONSTRAINTS

4.1. Assumptions

This section identifies the statements believed to be true and from which a conclusion was drawn to define this council charter. Any of these assumptions proving to be false, could result in a risk.

- The Council on the Status of Men and Boys will use the findings in the Anatomy of a Homicide Report, prepared by the Leon County Sheriff's Office, as the initial focus for the council's actions. The council will expand on this research and adjust accordingly to new findings.
- Dedicated staffing will be needed to manage the activities of the Council on the Status of Men and Boys. Initial staffing recommendations include an executive director, case managers, and data analysis and administrative support.

- The CSMB Charter outlines the initial vision for the council's organization, membership, and initial expected outcomes. Once the Executive Director is in place, more detailed planning will be done to ensure all stakeholders are represented, and to establish specific goals, strategies, timelines. An operational strategy will be developed and presented within three months.
- The efforts of the CSMB will be prioritized to focus on:
 - Identifying and engaging the men and boys at the greatest risk and providing targeted services to them.
 - Addressing the risk factors and behaviors that are linked to violence.
 - Supporting the neighborhoods experiencing the greatest amount of violence.
- Coordinating and targeting the existing services available through both public and private entities will benefit the at-risk men and boys in Leon County.
- Establishing a methodology to identify and engage men and boys at the
 greatest risk and prioritizing those individuals to receive targeted services,
 will have a greater impact on reducing homicides and shootings than
 providing services broadly to the community in general.
- Participating agencies and organizations are willing to use their existing resources to provide services to the at-risk individuals, while the council works to identify funding for additional services.
- The council members selected to participate have time to commit and are available to fully participate.
- The CSMB will establish a process for monitoring, reporting, and evaluating the results of their efforts.

4.2. Constraints

This section identifies any limitation that must be taken into consideration prior to the initiation of the council. Establishment of this council may be restricted or limited by the following factors:

- Financial resources will need to be allocated annually to support the council. Anticipated funding needs are outlined in Section 8.
- The individuals selected to participate must be willing to acknowledge the data/evidence and have honest discussions that are politically sensitive.
 The group must ensure discussions about race, guns, police/community interactions, etc. remain on point and do not become politically motivated.
- Processes need to be in place to ensure the participants do not become consumed with politics or individual agendas. The focus must remain on preventing shootings and homicides.
- Data needed to effectively analyze the lifecycle of a homicide case is maintained by multiple agencies in multiple systems.
- Information needed to assess risk factors for men and boys in Leon County must be obtained from multiple sources.

5. ORANIZATION AND MEMBERSHIP

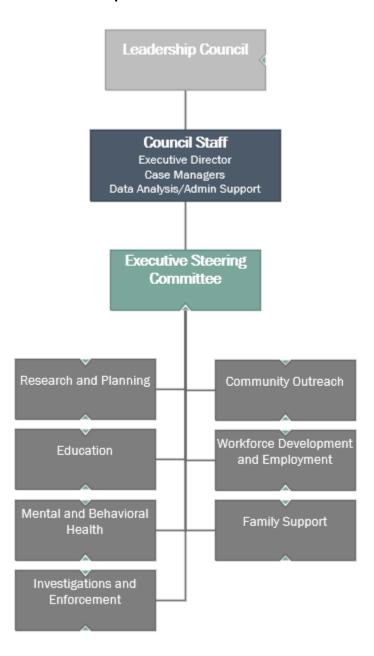
The council will be organized into three functional components:

Tallahassee-Leon County Council on the Status of Men and Boys DRAFT Council Charter

- 1. Leadership Council
- 2. Council Staff
- 3. Executive Steering Committee
- 4. Multiple subcommittees

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Proposed Council Structure



5.1. Leadership Council

To develop a comprehensive plan for our community, strong and committed leadership is needed to set strategy, facilitate information sharing, and commit financial resources.

The Leadership Council will be responsible for the following:

1. Facilitating information sharing and unifying existing efforts to reduce homicides and shootings in Tallahassee Leon County.

- 2. Contributing resources and directing funding to support the services provided to at risk men and boys.
- 3. Providing direction and support to the Executive Director.

The Leadership Council will include membership from the following agencies:

- 1. Leon County Sheriff's Office
- 2. Leon County Government
- 3. City of Tallahassee
- 4. Leon County Schools
- 5. Tallahassee Engaged in Meaningful Productivity for Opportunity (TEMPO)
- 6. Leon County Office of Intervention and Detention Alternatives
- 7. Leon County Health Department
- 8. Tallahassee Memorial Healthcare
- 9. Capitol Regional Medical Center
- 10. Florida Department of Juvenile Justice
- 11. Florida Department of Children and Families
- 12. Apalachee Center for Human Services
- 13. Florida Agricultural and Mechanical University
- 14. Florida State University
- 15. Tallahassee Community College

5.2. Council Staff

An Executive Director will be appointed to manage the council and additional staffing will be needed for case management, data analysis, and administrative support.

5.3. Executive Steering Committee

The Executive Steering Committee will be comprised of the Executive Director, the case managers, and the chairpersons of each of the subcommittees. The Executive Steering Committee will be responsible for:

- 1. Approving a standard methodology for identifying and engaging men and boys determined to be at most risk.
- 2. Assessing current data to identify the areas/neighborhoods with the greatest amount of violence and the behaviors strongly associated with violence.
- 3. Establishing measurable goals, strategies and timelines.
- 4. Monitoring and documenting progress.
- 5. Synthesizing the collective findings and recommendations for presentation to the Leadership Council.

5.4. Subcommittees

Subcommittees will be established for primary areas of need and will be responsible for recommending and implementing actionable solutions for the identified problems. The following subcommittees are recommended to start; however, subcommittees can be added or removed at the discretion of the Executive Director.

5.4.1. Research and Planning Subcommittee

The Research and Planning Subcommittee will be responsible for the following:

- 1. **Data Collection:** In order to develop an effective plan, the CSMB must have access to accurate and comprehensive data. This includes:
 - a. Assessing the data currently available and the sources and systems currently capturing and maintaining the data.
 - b. Establishing the data elements pertinent for analysis and reporting.
 - c. Identifying gaps in the data that is needed for analysis and the data that is currently available.
 - d. Identifying any barriers in obtaining the data elements needed for analysis.
 - e. Determining how data will be accessed and analyzed from the various sources, schools, law enforcement, emergency departments, emergency medical services, medical examiner, court system, detention systems, etc.
 - f. Identifying a solution for storing and maintaining the data needed to support the CSMB.
- **2. Data Analysis:** Baseline data and analysis will be needed to inform planning. The following products will be needed:
 - a. A standard methodology for identifying Leon County men and boys most at risk for being victimized or perpetrating violence. The Research and Planning Subcommittee will coordinate input from all other subcommittees in the development of this recommendation. Once the methodology is approved, an analysis will be conducted to identify those men and boys.
 - b. An analysis to determine which neighborhoods/areas are experiencing the greatest amount of violence.
 - c. An analysis to determine which behaviors are most significantly linked to violence in Leon County.
- 3. **Evaluation:** Once the CSMB begins implementing solutions, results must be continuously monitored, reported and evaluated. A process and cadence must be established.
- 4. **Financial Planning:** The strategies to reduce violence will require funding. Begin exploring potential sources of funding to include:
 - a. City and County budgets.
 - b. Grant opportunities.
 - c. American Rescue Plan funding.
 - d. Seeking financial support from businesses in the community.
 - e. Fundraising.
- 5. **Service Provider Capacity Assessment:** In order to recommend services and interventions, the CSMB must fully understand the services available in Leon County and the provider's capacity for providing those services.
 - a. Conduct an inventory/assessment of available services to fully understand what providers/organizations are currently offering

- services to the community and how they can assist and contribute to this effort.
- b. Identify any gaps in the resources offered and the capacity to provide them.

5.4.2. Community Outreach Subcommittee

Community outreach is needed to educate citizens about the ongoing efforts and to solicit input to ensure the strategies the CSMB is recommending are community informed. The Community Outreach Subcommittee should include representation of community members from all County districts. The subcommittee will explore improving or enhancing current services, methodologies, and interventions that are measurable by inputs and outcomes to include the following:

- Conducting a series of community meetings/listening sessions in all County districts. The areas with the greatest amount of violence are of highest priority, however; educating and engaging individuals residing the areas which are not as significantly impacted is also important. While not as directly impacted, their understanding and support is needed to fuel a community response.
- 2. Determining how to sustain community engagement through the both the planning and implementation of the CSMB goals and strategies.

5.4.3. Education Subcommittee

The Education Subcommittee will be responsible for identifying at risk students and opportunities for interventions within the school system. The subcommittee will explore improving or enhancing current services, methodologies, and interventions that are measurable by inputs and outcomes to include the following:

- 1. Alternatives for students who are suspended and expelled.
- 2. Support for truancy and dropout prevention.
- 3. Additional youth leadership opportunities.
- 4. Life skills training.
- 5. Additional sports/arts activities.
- 6. Educational opportunities for incarcerated individuals.

5.4.4. Mental and Behavioral Health Subcommittee

The Mental and Behavioral Health Subcommittee will examine the cognitive, emotional, and behavioral factors that at risk men and boys are struggling with and identify appropriate and accessible services for these men and boys. The subcommittee will explore improving or enhancing current services, methodologies, and interventions that are measurable by inputs and outcomes to include the following:

- 1. Cognitive behavioral therapy.
- 2. Counseling to support previous trauma.
- 3. Explore effects of toxic stress stress management.
- 4. Hospital based trauma intervention programs.
- 5. Culturally appropriate mental health services.

5.4.5. Family Support Subcommittee

Men and boys are components of a family unit and with the high number of youth involved in violent crime, it is important to treat them not only as an individual, but to improve their environment by supporting not only them, but their family. The Family Support Subcommittee will assess the family environment of the at-risk men and boys and explore treatment and support options. This subcommittee will develop an inventory or resources that can support families struggling with homelessness/housing, food insecurity, unemployment, substance abuse, previous trauma, educational deficits, and life skills training.

5.4.6. Investigations and Enforcement Subcommittee

1. Investigations Review:

- a. Review existing processes for investigating homicides and attempted homicides and determine how to improve communication and collaboration between agencies and throughout the lifecycle of a homicide case.
- b. Assess training and resource needs.
- c. Examine clearance rates.
- 2. Enforcement Strategy Review: Begin an assessment of evidence-based enforcement strategies to determine which may be applied in Leon County/Tallahassee.
 - d. Examine strategies to reduce illegal gun carrying, how to limit access to illegal guns, and how to increase intelligence gathering about illegal guns.
 - e. Assess the feasibility of incorporating street outreach and violence interrupters.
 - f. Begin looking at the areas with high concentrations of homicides and violence. Make note of environmental factors in those areas that may need to be addressed.
 - g. Work to improve the relationships between law enforcement and the community.

5.4.7. Workforce Development and Employment Subcommittee

The Workforce Development and Employment Subcommittee will connect at risk men and boys with job training and placement. Partnerships will be established with businesses who are willing to employee youth and formerly incarcerated individuals.

5.5. Key Stakeholders

The Executive Director will be responsible for ensuring stakeholders are acknowledged and engaged. Stakeholders will engage through the subcommittees. While not all inclusive, the list below is a start.

- 1. Community members
- 2. Leon County Government
- 3. City of Tallahassee
- 4. Leon County Sheriff's Office (LCSO)
- 5. Tallahassee Police Department (TPD)

- 6. Leon County Schools (LCS)
- 7. Leon County Office of Intervention and Detention Alternatives
- 8. Leon County Department of Health (FDOH-Leon)
- 9. Department of Juvenile Justice (DJJ)
- 10. Florida Department of Corrections (FDC)
- 11. Department of Children and Families (DCF)
- 12. State Attorney's Office (SAO)
- 13. Public Defender's Officer
- 14. Medical Examiner
- 15. DISC Village
- 16. Big Bend Community Care
- 17. Apalachee Center for Human Services
- 18. Tallahassee Memorial Hospital (TMH)
- 19. Capital Regional Medical Center (CRMC)
- 20. Community Human Service Partnership (CHSP)
- 21. Children's Services Council (CSC)
- 22. United Partners for Human Services (UPHS)
- 23. Florida State University (FSU)
- 24. Florida Agricultural and Mechanical University (FAMU)
- 25. Tallahassee Community College (TCC)
- 26. Lively Technical
- 27. US Attorney Northern District
- 28. Florida Sheriffs Association
- 29. Chambers of Commerce
- 30. Tallahassee Engaged in Meaningful Productivity for Opportunity (TEMPO)
- 31. Early Learning Coalition of the Big Bend
- 32. Capital Area Healthy Start Coalition
- 33. National Association for the Advancement of Colored People (NAACP), Tallahassee Branch.
- 34. 100 Black Men of Tallahassee
- 35. Boys & Girls Clubs of the Big Bend
- 36. LIFE Group Village of Care
- 37. Current SPIRIT Service Providers/Partners:
 - DISC Village
 - Big Bend Community Based Care
 - Apalachee Center for Human Services
 - The Living Harvest
 - Living Stones international
 - Career Source Capital Region
 - TRIO Educational Opportunity Center at FAMU
 - The Kearney Center
 - Joseph House
 - Divine Revelations Ministries
 - City Walk Urban Mission
 - Noah's Ark Housing
 - Oxford House
 - New Hope Intervention
 - Adult and Community Education (ACE)
 - Tallahassee Community College

- Capital Area Community Action Agency
- American Addiction Centers
- Good Samarian Network
- Good News Outreach
- Emergency Care Help Organization
- Boys Town of North Florida
- Big Bend Area Health Education Center
- REfire Culinary
- Behavior, Inc.
- Humble House Ministries
- Teen Challenge/Tallahassee Men's Center
- Erica Miller Counseling Group, LLC.
- Capital City Counseling Services
- Bright Future Behavioral Health, Inc.
- Northwest Florida Health Network
- Reentry Solutions Network, Inc.
- Legal Services of North Florida
- Carter's Corner Community Services
- The RISE Center
- Pride Life
- College of Medicine Center for Transitional Behavior Science
- Survive and Thrive Advocacy Center
- Sowing Seeds Sewing Comfort Ministry
- Big Bend 2-1-1
- Greater Tallahassee Chamber of Commerce

6. PROCEDURES

6.1. Risk Factors

Although additional research is needed to validate and confirm, the Anatomy of a Homicide Report findings indicate the following circumstances as risk factors for being a victim or perpetrator of a homicide. Individuals with one or more of the risk factors can be referred to the Council on the Status of Men and Boys.

- 1. Black males between the age of 15-24.
- 2. Residing in the 32304 zip code, specifically Griffin Heights, Frenchtown, South City, and Bond/Providence.
- 3. Having a previous criminal history.
 - First arrest at 18 years of age or younger.
 - Committing first crimes at 12 years old or younger.
 - Previous firearms related charges.
- 4. Previous school suspension or expulsion or having attended a detention or alternative school.
- 5. Being unemployed and/or not enrolled in school.
- 6. Having unfavorable views of police or the justice system.
- 7. Having divorced or separated parents.
- 8. Having a family member with a criminal record.

6.2. Intake and Referral Process

A formal intake and referral process is needed to outline how men and boys will be referred the council. It is assumed that men and boys will be identified both by incoming referral and by recommendation of the council based on the identification of individuals with the known risk factors. The Executive Director will develop this process in coordination with the case managers and Executive Steering Committee.

6.3. Assessment Process and Case Management Matrix

Case managers will conduct an assessment of the men and boys who are referred to the council to determine the appropriate course of action. A standard case management matrix is needed to guide case managers in assessing the priority and risk level.

A very general example has been included in Section 9. This matrix was based on the case management matrix used by the FSU Outreach Response Team.

6.4. Meetings

Leadership Council – Quarterly Executive Steering Committee – Monthly Subcommittees – Varies – more frequently than monthly

6.5. Monitoring and Reporting

During the three-month planning phase, reporting will be completed as follows.

- 1. Subcommittees report bi-weekly to the Executive Steering Committee
- 2. Executive Steering Committee reports monthly to the Leadership Council.
- 3. Executive Director reports to City/County Commissions after the three-month planning period.

Beyond the three-month planning period, subcommittees will submit quarterly reports and the Executive Steering Committee will produce an annual report.

7. MAJOR DELIVERABLES

Initial deliverables are captured below. Deliverables will be refined during the council formation and planning phase.

#	Deliverable	Assigned To	Estimated Timeline
1	Appoint CSMB Executive Director	Sheriff McNeil	2 Weeks from approval of Charter.
	Assemble the Leadership Council and hold the kickoff meeting.	CSMB Executive Director	4 Weeks from
2	Appoint the Executive Steering Committee Members who will serve as the Chairs of the subcommittees.	Leadership Council	appointment of Executive Director

#	Deliverable	Assigned To	Estimated Timeline
	 Establish areas of focus and make initial assignments to the Executive Steering Committee and subcommittees. 		
3	Assemble subcommittees and establish initial goals.	Executive Director	4-6 Weeks
4	 Provide Executive Steering Committee with a schedule for the 4-month planning phase. Biweekly status reports are submitted to the Executive Steering Committee. 	Subcommittee Chairs	6 weeks (concurrent with #3)
5	Provide Bi-Weekly Status Updates to the Executive Steering Committee	Subcommittee Chairs	Weekly
6	 Executive Steering Committee will meet monthly during this time. Bi-Monthly Reports will be provided to the Leadership Council during this time. 	Executive Director	3 Months

8. COUNCIL BUDGET AND RESOURCES

8.1. Estimated Council Budget

The council will need to be supported through reoccurring funding allocations. It is proposed that the initial startup funding allocation will be as outlined in the below chart. Additional funding will be sought from other sources such as; colleges and universities, state agencies, grants (federal and state), and private funding sources. The Executive Director will be responsible for creation of the council budget.

Leon County Sheriff- Law Enforcement Trust Fund	\$70,000
Tallahassee Police- Law Enforcement	\$70,000
Trust Fund	
Leon County Board of County	\$70,000
Commissioners	
City of Tallahassee Commission	\$70,000
Leon County School Board	\$70,000
Proposed Initial Startup Cost:	\$350,000

8.2. Estimated Council Resource Needs

Financial resources will need to be allocated annually. These financial resources will include but are not limited to funding to support the following.

- 1. Full-time Executive Director.
- 2. Part-time administrative support.
- 3. Part-time data analysis support.
- 4. Infrastructure to support a database and data analysis tools.
- 5. Software licensing for data analysis tools, teleconferencing.

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- 6. County/City facilities to be used for meeting space.
- 7. Printing budget for community outreach materials, CSMB reports, etc.

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9. CASE MANAGEMENT RESPONSE MATRIX SAMPLE

Priority Level	Case Management Response	CSMB Engagement
Priority 1 (Extreme Risk) Intervention Plan The person/situation appears to pose a clear and immediate threat of serious violence toward self or others and requires containment. Case manager should immediately notify law enforcement to pursue containment options, and/or take actions to protect identified target(s). Once such emergency actions have been taken, case manager shall then develop & implement an intervention and management plan.	Notify Law Enforcement to pursue containment options and/or take actions to protect identified target(s). Develop and implement an intervention and management plan.	Case Manager, Subcommittees, Service Providers, Law Enforcement
Priority 2 (High Risk) Management Plan The person/situation appears to pose a threat of self-harm or physical violence, usually to an identifiable target, but currently lack immediacy and/or a specific plan – or a specific plan of violence does exist but currently lacks a specific target. This requires case manager to develop and implement a management plan.	Notify Law Enforcement (if needed) to pursue containment options and/or take actions to protect identified target(s). Develop and implement a management plan. Enrollment in formal prevention or intervention programming.	Case Manager, Subcommittees, Service Providers, Law Enforcement.
Priority 3 (Moderate Risk) Service Provider Programming The person/situation does not appear to pose a threat of self-harm at this time, but does exhibit behaviors/circumstances that are likely to be disruptive to the community. This case warrants some intervention, referral, and monitoring to minimize risk for significant disruption to the community or escalation in threat. Case Manager should develop a referral and/or active monitoring plan.	Referral and Active Monitoring Plan, enrollment in prevention and or intervention programming.	Case Manager, Subcommittees, Service Providers
Priority 4 (Low Risk) Subcommittee Review The person/situation does not appear to pose a threat of self-harm at this time, nor is there evidence of significant disruption to the community. This case may warrant some intervention, referral and monitoring to minimize risk for escalation in threat. Case Managers should develop a monitoring/support plan in conjunction with the subcommittees.	Monitoring and Support Plan, twice weekly check-ins. Case review by subcommittees.	Case Manager, Subcommittees
Priority 5 (Monitoring) Case Manager The individual does not appear to pose a threat of self-harm at this time, nor is there evidence of significant disruption to the community. Case Manager creates a monitoring plan and determines if any resource referrals are needed. Follow-up is conducted weekly for a minimum of one month. A secondary referral automatically escalates the situation to a Priority 4.	Monitoring Plan, weekly check-ins.	Case Manager

17 Version 0.7

Leon County Board of County Commissioners

Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Board Actions Taken at the January 24, 2022 Annual Retreat

Review and Approval:	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator	
Lead Staff/ Project Team:	Heather Peeples, Senior Policy Analyst	

Statement of Issue:

This item seeks ratification of Board actions taken at the January 24, 2022 Annual Retreat.

Fiscal Impact:

While this item has no immediate fiscal impact, certain proposed Strategic Initiatives may have future financial impacts. Inclusion of a Strategic Initiative within the County's Strategic Plan does not commit the Board to future funding.

Staff Recommendation:

Option #1: Ratify the actions taken at the January 24, 2022 Annual Retreat.

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Report and Discussion

Background:

This item seeks ratification of Board actions taken at the January 24, 2022 Annual Retreat. Annual retreats have served as a critical tool to develop specific Board priorities and opportunities to address the community's evolving and emerging challenges which are executed through the County's Strategic Plan.

At the October 12, 2021 meeting, staff recommended, and the Board approved the overview for the FY2021-FY2022 Annual Retreat. As approved, the Retreat served as a "Renewal Year" meaning that it both closed out the FY2017 - FY 2021 Strategic Plan and established the baseline for the new FY2022 – FY2026 Strategic Plan.

Analysis:

During the Retreat, the Board was presented with an "Impact and Progress Report" of the last five-year plan as well as the results of a community-wide survey, environmental scan, and a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis. Additionally, at the request of the Chairman, the Board was presented with an update on projects and initiatives planned for the Southside.

As part of the planning process, the Board reestablished the Vision Statement, Mission Statement, and Strategic Priorities in addition to establishing new Strategic Initiatives. Staff also proposed adopting a "Bold Goal" for each priority area, as well as a series of five-year "Targets." The following is a summary of the Board's actions during the Retreat.

Southside Update: Artie White, Planning Director, provided the Board with an update on the Southern Strategy Area of the adopted Comprehensive Plan including the Southside Action Plan adopted by both the County and City Commissions in 2021. He noted that the approved community engagement strategy was currently wrapping up including a survey of Southside residents. He presented preliminary findings from community engagement efforts as well as "next steps" including developing policy recommendations in the spring or summer of 2022, developing Comprehensive Plan amendments for the 2023 cycle, as well as identifying and implementing ongoing community rehab projects.

Final Summary of the FY2017 – FY2021 Strategic Plan: At the Retreat, the Board accepted the *Impact and Progress Report* on the implementation of the FY2017 - FY2021 Strategic Plan. The document is a report on the five years of success in delivering bold projects, big results and striving to be the best. As outlined in the report, 100 or 96% of the County's Strategic Initiatives were completed over five years with only 4 (4%) still in progress. Additionally, the County met or exceeded three of the four Bold Goals and 12 of the 16 Targets with significant progress being made in the remaining Bold Goals and Targets despite being negatively impacted by the COVID-19 pandemic

Subsequent to the Retreat, the Impact and Progress Report has been posted on the County's website, shared via social media, local newspapers, and distributed to community partners.

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Community Survey: To present the results of the community survey, the Board was joined by Dr. Karen Cyphers, Partner & Vice President of Research for Sachs Media. The survey of Leon County residents was conducted November 10-27, 2021 to gauge resident satisfaction, perceptions, and suggestions across a variety of issues, and to determine sentiment relating to Leon County's broad Strategic Priorities. A total of 4,090 residents began the survey, with 3,145 completing the final substantive question. As noted in Dr. Cypher's presentation, results of the survey suggest that the preferences of residents are well aligned with the goals and priorities set in the Strategic Plan, and residents are largely satisfied with progress made in each of these areas. For example, 94% rated the quality of services provided by Leon County Government as positive and 81% say they are likely to recommend Leon County as a place to live, work, and raise a family.

Environmental Scan: As a complement to the community survey, the Board was presented with an environmental scan. An environmental scan provides an analysis of emerging internal and external trends, issues and conditions that impact Leon County. This information was provided for consideration during the strategic planning process as these factors change and evolve over time and impact priorities, performance, and results.

SWOT Analysis: Included in the Board's materials for the Retreat was a SWOT analysis, a process that identifies the strengths, weaknesses, opportunities and threats to an organization and, in this case, to a community. This SWOT analysis was compiled using the results of the citizen survey and the environmental scan conducted by County staff, in addition to the Board's own perceptions as captured in a SWOT exercise submitted in advance of the Retreat. From this analysis, the Board was able to better gauge the perceptions of the residents, County staff, and Commissioners regarding the strengths, weaknesses, opportunities, and threats effecting Leon County.

Vision & Mission Statements: Following the presentations, the Board reaffirmed the County's current Vision & Mission Statements.

Leon County's Vision Statement is as follows: A community that is safe, healthy and vibrant.

Leon County's mission statement is as follows: *To efficiently provide public services which serve and strengthen our community.*

Strategic Priorities: The Board reaffirmed the four existing Strategic Priorities (Economy, Environment, Quality of Life, and Governance) and adopted revised directional statements, which provide focus and additional specificity for each priority area. The adopted Strategic Priorities and associated directional statements are included in Attachment #1.

Five-Year Targets & Bold Goals: Staff recommended, and the Board approved the adoption of one Bold Goal and four Targets for each of the County's Strategic Priority areas. Targets communicate to the public and staff throughout the County the specific results that the organization expects to achieve through the collective execution of Strategic Initiatives. Bold Goals differ from Targets in that they are truly stretch goals which will be big and difficult to achieve thus requiring the County to explore new partnerships, identify new opportunities, and inspire new ideas. The five-year Targets and Bold Goals are included in Attachment #1.

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Strategic Initiatives: In order to ensure that the optimized resources of the organization are aligned with Strategic Priorities, the Board adopted 42 Strategic Initiatives. Several of the Initiatives presented during the Retreat were ongoing from the previous Strategic Plan or were existing efforts on which the Board had recently provided guidance. A complete list of the adopted Strategic Initiatives organized by Strategic Priority is included in Attachment #1.

Administrative Items: Administrative items are those issues discussed during the Board Retreat that may require additional policy analysis prior to the Board determining how to proceed or are informational in nature and can be addressed through a status report. The following is a complete list of Administrative Items from the Retreat:

- Prepare an agenda item evaluating potential changes in regional migration patterns from coastal areas due to climate issues.
- Prepare an agenda evaluating opportunities to engage young people in the workforce and in the community, including reviewing programs such as the City of Tallahassee's TEMPO program.

Next Steps

The Strategic Plan provides the framework for aligning and optimizing the limited resources of the County with the highest priorities of the Board. This alignment is demonstrated everyday throughout the organization from our annual budget development to employee evaluations to the implementation of Strategic Initiatives to the Annual Report. Every County employee across the numerous and varied county functions also works in concert toward the Board's vision. To reinforce this alignment, the following related activities will occur subsequent to the Board's ratification of actions taken at the Annual Retreat:

- Business Plans Each department and division will prepare a Business Plan that will be updated annually. Business Plans will align the Board's adopted Strategic Priorities and approved Strategic Initiatives with assigned work areas, identify specific actions taken by the work area to achieve these Strategic Initiatives, and provide an update on the status of each Strategic Initiative assigned to the work area. Finally, the Business Plans will summarize how the division is demonstrating its commitment to the County's core practices, and identify performance metrics.
- Budget Business plans will become part of each work area's proposed budget and will be included as part of the annual budget process. Upon the Board's approval of the annual budget, the Board's Strategic Priorities will be aligned through the organization for action.
- Program Performance Performance, as laid out in the Division's Business Plans, will be tracked, and reported to the Board biannually as part of the budget workshops and Annual Retreat.

Additionally, following the Board's approval, Leon County's new five-year Strategic Plan will be published and both electronic and printed copies will be provided to the Board and made available to the public.

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Options:

- 1. Ratify the actions taken at the January 24, 2022 Annual Retreat.
- 2. Do not ratify the actions taken at the January 24, 2022 Annual Retreat.
- 3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Leon County FY2022-2026 Strategic Plan

DRAFT FY2022 – FY2026 Leon County Government Strategic Plan

<u>Strategic Priority – Economy</u>

To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality (EC)

- (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, job creation, workforce development, economic equity and mobility.
- (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.

Strategic Initiatives – Economy

- (EC1) Continue to implement catalytic public infrastructure projects through Blueprint and the County's five-year CIP that provide connectivity and leverage public and private investments. (2022-1)
- (EC2) Implement the Economic Development Strategic Plan as adopted and revised by the Intergovernmental Agency. (2022-2)
- (EC2) Implement the recommendations from the joint County/City disparity study to be completed in FY 2022. (2022-3)
- (EC3) Continue to support the Magnetic Technologies Task Force in growing the cluster of research and businesses in the magnetic technologies industry. (2022-4)
- (EC4) Implement the Division of Tourism's Strategic Plan. (2022-5)
- (EC4) Continue to build upon the reputation of Apalachee Regional Park as a destination venue for cross country athletes by securing state, regional and national competitions. (2022-6)
- (EC4) To further promote Leon County as a biking community, pursue the State's "Trail Town" designation and continue to coordinate with the City, Blueprint, State, and U.S. Forest Service to leverage capital improvements in pursuit of the International Mountain Biking Association (IMBA) designation. (2022-7)
- (EC1) Maximize the leveraging of the \$1.0 trillion federal infrastructure bill to fund County projects. (2022-8)
- (EC2, EC3) Collaborate with regional workforce and talent partners to connect companies and education institutions with training programs to inform, support, and recruit entry-level technology talent. (2022-9)
- (EC1, EC4) Support the completion of the Fairgrounds Master Plan by Blueprint and, upon completion, effectuate the next steps for the redevelopment of the North Florida Fairgrounds. (2022-10)

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Leon County Government Strategic Plan

Strategic Priority – Environment

To be a responsible steward of our precious natural resources in our continuous efforts to make Leon County a place which values our environment and natural beauty as a vital component of our community's health, economic strength and social offerings. (EN)

- (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.

Strategic Initiatives – Environment

- (EN1) Continue to work with the state to seek matching grants to convert septic to sewer systems. (2022-11)
- (EN2) Evaluate requiring advanced wastewater treatment (AWT) for new construction. (2022-12)
- (EN3) Complete a comprehensive review and revision to the Land Use Element of the Comprehensive Plan. (2022-13)
- (EN3) Complete an evaluation of transportation fee alternatives to replace the existing concurrency management system of mobility fees. (2022-14)
- (EN4) Enact the County's Integrated Sustainability Action Plan to further reduce the County Government's carbon footprint. (2022-15)
- (EN1) 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. (2022-16)
- (EN1) Initiate Basin Management Plan updates for the unincorporated area once the state adopts new stormwater standards. (2022-17)
- (EN3) Partner with the Apalachee Regional Planning Council (ARPC) to address long term regional resiliency through a Florida Department of Environmental Protection (FDEP) grant. (2022-18)
- (EN2) Evaluate enhancing existing roadside litter debris removal through the creation of a County staffed program and further engage neighborhoods, businesses and civic organizations in expanding the County's adopt-a-road program. (2022-19)

Strategic Priority – Quality of Life

To be a provider of essential services which promote the well-being of our citizens and the livability of our community in our continuous efforts to make Leon County a place where people are healthy, safe, and connected to their community. (Q)

- (Q1) Maintain and enhance our parks and recreational offerings and green spaces.
- (Q2) Provide relevant and essential offerings thorough our libraries and community centers which promote literacy, life-long learning, and social equity.

- (Q3) Provide essential public safety infrastructure and services while supporting early intervention and prevention strategies.
- (Q4) Support and promote access to basic healthcare, mental health, affordable housing, and homeless prevention services to our community members most in need.
- (Q5) Promote livability, health and sense of community by supporting strong neighborhoods, enhancing mobility, encouraging human scale development, and creating public spaces for people of all ages.
- (Q6) Assist local veterans and their dependents with securing entitled benefits and advocating their interests.
- (Q7) Build, sustain and improve resilience to mitigate against, prepare for, respond to and recover from man-made and natural disasters.

Strategic Initiatives – Quality of Life

- (Q1) Implement the Tallahassee-Leon County Greenways Master Plan. (2022-20)
- (Q2) Implement the Leon County Essential Libraries Initiative. (2022-21)
- (Q3) Continue to evaluate emergency medical response strategies to improve medical outcomes and survival rates. (2022-22)
- (Q3) Identify and evaluate pretrial alternatives to incarceration for low level and non-violent offenders and support reentry through regional partnerships and state and national efforts. (2022-23)
- (Q4) Continue County support of primary healthcare through participation in Carenet in order to increase access to affordable healthcare for those in need. (2022-24)
- (Q4) In coordination with the Leon County Health Department, work to identify an operator for a local Syringe Exchange Program. (2022-25)
- (Q5) 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. (2022-26)
- (Q7) Continue coordination of local COVID-19 response and recovery including leveraging State and federal funds to support individual and business assistance as well as vaccination and testing efforts. (2022-27)
- (Q3) Support the Sheriff in the implementation of the Council on Men and Boys to address the issues brought forth in the Sheriff's Anatomy of a Homicide Project report. (2022-28)
- (Q3, Q4) Partner with the Children's Services Council of Leon County on opportunities to collaborate and coordinate on the funding, program delivery, program evaluation, and outcome measures for children and family services. (2022-29)
- (Q5) Implement the recommendations of the Citizen's North Monroe Street Task Force to reduce crime and improve conditions along the North Monroe Corridor. (2022-30)
- (Q4) Coordinate with America's Second Harvest of the Big Bend and the City of Tallahassee to conduct community meetings in the neighborhood block groups with

- greatest food insecurity to identify and address their specific barriers to food security.. (2022-31)
- (Q3) Partner with the Leon County Sheriff's Office in raising community awareness on issues such as child abuse and prevention programs, human trafficking, sexual abuse and exploitation and domestic violence. (2022-32)
- (Q2, Q5) Work with the City of Tallahassee on the development and implementation of the Neighborhood First Program to engage residents and develop plans to address poverty and inequity in targeted neighborhoods including 32304. (2022-33)

Strategic Priority - Governance

To be a model for local governance with innovative, competent, and responsible public servants, committed to promoting integrity and diversity, creating meaningful opportunities for citizen engagement and co-creation, and ensuring fiscal stewardship. (G)

- (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) Inform and engage citizens through multiple outreach platforms to ensure consistent, high-value, transparent communication on our most important issues.
- (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.

Strategic Initiatives – Governance

- (G1) Alongside The Village Square, the Knight Creative Communities Institute (KCCI), and other community partners, continue to engage citizens of diverse backgrounds with innovative programs like Created Equal, the Citizen Engagement Series, Build Your Bucket, and so much more. (2022-34)
- (G2) Continue to set the benchmark for local governments everywhere by earning national, state and local awards for County programs, hosting Florida Association of Counties events like Innovation Day, and sharing best practices with peers, all while remaining committed to learning and improving as an organization. (2022-35)
- (G3) Launch the internationally recognized Zencity communications platform to address social media misinformation, proactively address citizen concerns, and increase transparency and accountability. (2022-36)
- (G4) Continue to invest in the professional development of County staff including participation in Certified Public Manager training and enhancements to the County's Management Training. (2022-37)

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- (G5) Continue to pursue cost savings through the County's Innovator & Inspirator (I²) Program. (2022-38)
- (G3) Further enhance the use of social media neighborhood apps to notify citizens of development projects occurring in their neighborhoods. (2022-39)
- (G5) Continue to support updates to the Comprehensive Plan that encourage annexation of southside properties within the Urban Services Area. (2022-40)
- (G5) Pursue Federal funding to provide broadband to underserved rural communities. (2022-41)
- (G5) Pursue working with Leon County Schools to acquire the Ft. Braden Community Center. (2022-42)

Five-Year Targets and Bold Goals

Economy

Bold Goal: Grow the five-year tourism economy to \$5 billion (BG1)

Targets:

- Attract 100 state, regional, or national championships across all sports. (T1)
- Grow the job market by 10,000 new jobs and co-create 500 entrepreneur ventures. (T2)
- Connect 7,000 students to skilled job opportunities through Leon Works and other talent development initiatives. (T3)
- Increase the number of certified MWSBEs by 30% (T4)

Environment

Bold Goal: Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone (BG2)

Targets:

- Reduce Greenhouse Gas Emissions stemming from County operations by 25%. (T5)
- Double solar power generation at County facilities. (T6)
- Divert 3 million pounds of household hazardous waste from the landfill. (T7)
- Increase the number of fully electric vehicles in the County's fleet by 500%. (T8)

Ouality of Life

Bold Goal: Support community partners to place 100 residents experiencing chronic homelessness in permanent supportive housing. (BG3)

Targets:

- Secure more than \$150 million in federal, state, and local benefits for Leon County Veterans and their families. (T9)
- Support 900 community events, sporting competitions, festivals, performances, and cultural programing. (T10)
- Construct an additional 90 miles of sidewalks, greenways, trails, and bike lanes. (T11)
- Host 100,000 residents and visitors through County-supported performances at the Amphitheater. (T12)

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Governance

Bold Goal: Implement 600 citizen ideas, improvements, solutions and opportunities for cocreation (BG4)

Targets:

- Connect 50,000 volunteers with service opportunities communitywide. (T13)
- Reach 100,000 more citizens across all County platforms and programming. (T14)
- Offer 100% online permitting for licensed contractors, engineers, and architects. T15)
- Communicate more than 1.5 a million disaster preparedness messages to create resilient households, businesses, and nonprofits. (T16)



Leon County Board of County Commissioners

Notes for Agenda Item #14

Leon County Board of County Commissioners

Agenda Item #14

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Building Plan Review and Inspection User Fee Study and Fee Resolution

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support and Environmental Management Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Scott Brockmeier, Chief Development Resources Officer Justin Poole, Director of Building Plans Review and Inspection

Statement of Issue:

This item presents the findings and recommendations of the MGT Consulting Group's Building Plan Review and Inspection User Fee Study and seeks adoption of the revised Building Plans Review and Inspection Fee Resolution with an effective date of June 1, 2022. The fee study recommendations and proposed Fee Resolution will improve transparency, further simplify the process of calculating building permit fees, and ensure the Building Plans Review and Inspection Division maintains an appropriate Fund balance in accordance with Florida Statutes.

Fiscal Impact:

This item has a fiscal impact to the County. The MGT Building Fee Study finds that the County's existing fees are reasonably priced and self-supporting as the County's plans review and inspection services do not require general revenue subsidies. The development community is supportive of the proposed fee schedule and structure which will cost most applicants the same or slightly less in new construction permit fees. For the County to support customer demands for greater digital services which require costly expenditures for permitting software and technology improvements, the MGT Building Fee Study recommends the creation of a new technology fee which is estimated to generate \$80,000 annually dedicated to digital enhancements.

Staff Recommendation:

See next page.

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Staff Recommendation:

Option #1:

Adopt the proposed Resolution amending the Building Plans Review and Inspection Fee Schedule (Attachment #1) and accept the findings and recommendations of the MGT Consulting Group's Building Plan Review & Inspection User Fee Study for Leon County (Attachment #2).

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Report and Discussion

Background:

This item presents the findings and recommendations of the MGT Consulting Group's Building Plan Review and Inspection User Fee Study (MGT Building Fee Study) and seeks adoption of the revised Building Plans Review and Inspection Fee Resolution (Fee Resolution) with an effective date of June 1, 2022. Permit fees support the operation of the Building Plan Review and Inspection Division which is charged with overseeing the effective and safe enforcement of the Florida Building Code. Florida Statutes require local governments to demonstrate fiscal stewardship by collecting fees consistent with the provided permitting services. Local governments utilize fee studies to document the reasonable costs for their permitting and inspection process, examine the best practices, and identify preferred methodologies for calculating permit fees. The MGT Building Fee Study recommendations and proposed Fee Resolution will improve transparency, further simplify the process of calculating building permit fees at the time of submittal, and ensure permit revenues will continue to support plan review and inspection services without the need for general revenue subsidies.

On October 15, 2019, with the support of local development stakeholders, the Board directed staff to modify the current building permit fees structure in a two-phased approach. At that time, the Board approved the first phase by adopting a resolution which provided a flat fee methodology for residential permits based on the square footage of a residential unit. This new methodology expedited the plan review process and simplified how fees were calculated for residential new construction. Commercial permitting fees tend to be more complex and since Leon County had not conducted a comprehensive building permit fee study since 2004, the second phase called for a fee study by a private consultant to evaluate expanding the flat fee methodology for commercial permits and construction trades and to ensure permit fees are properly set to recover the cost of the Building Plan Review and Inspection Program. MGT Consulting Group was selected to conduct the study and analyses through a competitive solicitation process.

Staff and MGT consultants have received input and support from industry representatives through the County's Advisory Committee on Quality Growth and the Building Industry Association of the Big Bend (formerly the Tallahassee Builders Association) on the study findings and recommendations. In summary, this item recommends the Board adopt the proposed building permit fee resolution with the effective date of June 1, 2022, which implements the following MGT Building Fee Study recommendations:

- Expands the flat fee methodology to all permit types, simplifying calculations and providing transparency and certainty for customers.
- Creates four distinct tiers of commercial permit fees that more accurately reflect the cost of services provided for various types of commercial structures.
- Separates building plan review fees from inspection fees to satisfy statutory requirements which allow applicants to utilize a third-party consultant for plans review services and thereby reducing the fee paid to the County. Establishing a separate building plan review fee also allows the County collect plan review fees at the time of

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application to ensure the cost of services are recovered in instances where applicants choose to withdraw their permit after the plans review has been completed.

- Establishes a technology fee to support customer demands for greater digital services and help offset expenditures related to permitting software and technology improvements, maintenance, and support.
- Conduct a fee study every five years in conjunction with a Consumer Price Index inflation adjustment to ensure building permit fees continue to recover associated costs.

The Development Support and Environmental Management (DSEM) Department's Building Plan Review and Inspection (BPRI) Division is responsible for overseeing the effective and safe enforcement of the Florida Building Code (FBC) through local permitting and inspections pursuant to Section 553.80, Florida Statutes (F.S.). The permitting and inspection process provides assurance to property owners and residents that buildings and structures have been reviewed and inspected for compliance with the applicable building, life/safety codes, local ordinances, environmental and flood protection requirements. A building permit, plan review and inspections are required for new construction, renovations, the installation of heating and cooling systems, gas, plumbing, and electrical work.

Local governments may provide a schedule of fees, as authorized by Sections 125.56(2) and 166.222, F.S., for the enforcement of the provisions of the FBC. The BPRI Division is funded through an "special revenue fund" which is a unique account devoted to support the operation of the BPRI Division and is funded solely through local permit fees. The special revenue fund also serves to maintain a reserve to be used exclusively for the enforcement of the FBC through plan review, inspections, permit processing, administration, and enforcement. The objective of the special revenue fund is to fully support the function of the Division without the need to subsidize its operation through general revenue funding.

The last DSEM building fee study was conducted in 2004 and was implemented in stages from 2005 through 2007. The previous fee study was conducted by Maximus and attempted to incorporate the full cost for services to maintain the self-supporting enterprise revenue fund but did not consider methodological enhancements for fee calculation. The Maximus fee study recommended an increase in fees to recover the cost of services for processing and reviewing permit applications; however, the Board ultimately adopted a fee increase of a lesser amount as the result of public outreach and discussions with stakeholder groups.

At its October 2019 meeting, the Board approved implementation of a two-phased approach to modify the current building permit fee structure. The first phase was implemented with the adoption of the "flat fee" methodology for residential permits. The "flat fee" methodology calculates fees based on the gross building square footage of a proposed residential unit. The current "flat fee" of \$0.80 per square foot for one- and two-family residential permits was adopted by Resolution No. 19-44 in October 2019 and has resulted in time savings by reducing the number of calculations required to determine building fees. Previously, residential permit fees were based on the valuation of a proposed structure and improvements. Sub-trade fees were calculated separately by adding individual appurtenances such as light switches, fans, outlets, etc. The "flat fee" method has not only reduced the amount of time necessary to itemize individual components

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of each building permit application, it also provides greater certainty and transparency for contractors and homeowners.

The second phase began in December 2019 when DSEM released a Request for Proposals (RFP) to solicit a consulting firm to conduct the fee study. In January 2020, the bid for consulting services was awarded to MGT. The primary objectives of the fee study included:

- <u>Cost Recovery</u> Evaluate current permit fees to determine whether the BPRI Division adequately recuperates the costs associated with each phase of the permit process intake, plan review, inspections and administration.
- <u>Fee Methodology</u> Identify opportunities to simplify the fee calculation process and develop a fee methodology that continues the transparent and streamlined process for calculating building permit fees based on the Board's direction from October 2019.
- <u>Private Provider Fee Reduction</u> Identify costs and establish a fee structure that allows for reduction in plan review or inspection fees when a builder or owner uses a private provider consistent with Section 553.791(2)(b), F.S.
- <u>Fee Comparison</u> Perform fee comparisons with select jurisdictions for single-family, multifamily, commercial and minimum permit fees.
- <u>Fee Maintenance</u> Provide recommendations on how to maintain appropriate building permit fees in perpetuity.

Since January 2020, staff has worked with the consultant to collect and analyze data for each of the BPRI activities. The associated cost of providing each service, including time estimates and volume activity, was entered into the consultant's analytical model to calculate the recommended fee adjustments. This item seeks implementation of the second phase of the fee study which focuses on simplified fee methodologies for the remainder of the fee schedule.

Analysis:

This item builds on the actions taken by the Board in October 2019 to modify the County's building permit fee structure in a two-phased approach. Local governments utilize fee studies to document the reasonable costs for their permitting and inspection process, examine the best practices, and identify preferred methodologies for calculating permit fees. The flat fee methodology adopted by the Board in October 2019 for new single family home construction has been well received by builders for its simplicity and predictability when calculating permit fees. The MGT Building Fee Study recommendations seek to replicate the success of the flat fee methodology by applying it to commercial construction permits and using a single flat fee for all sub-trade permits. The County's current method of calculating commercial permit fees relies on determining the valuation of the structure without consideration to the type of commercial construction or the associated intensity of plan review and inspections. This results in fees that are sometimes disproportionate with the services provided. As described later in this analysis, local development stakeholders are supportive of the proposed recommendations and Fee Resolution.

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The MGT Building Fee Study finds the County's overall permit costs to be commensurate with the services provided by the BPRI Division for plans review and inspections. The proposed Fee Resolution revises the methodology for assessing permit fees to provide a simplified, fair, and transparent fee structure which eliminates all occurrences of valuation-based fees. This includes the elimination of each minimum sub-trade (electrical, mechanical, gas and plumbing) permit fee in favor of a single minimum "flat fee" for all sub-trade permits. Reducing the number of fee types further increases permitting efficiencies and benefits the customer when estimating permit fees.

For commercial permits, the creation of a tiered fee structure is recommended based on occupancy classification which will result in a more accurate fee assessment that is reflective of the cost of services. The proposed fee schedule and transition to a flat fee structure are designed to be revenue neutral to the County 'building fund' and continue to support the BPRI Division without the need for general revenue support. As proposed, over 90% of all commercial permits are anticipated to cost the same or slightly less under the new Fee Resolution.

Common among local governments in Florida, the MGT Building Fee Study also recommends the creation of a new technology fee to support customer demands for greater digital services and help offset expenditures related to permitting software and technology improvements, maintenance, and support. The new technology fee is estimated to generate \$80,000 annually which would be set aside in a separate capital improvement program account dedicated to technology purchases, digital enhancements and support services.

The following sections summarize the findings and recommendations of the MGT Building Fee Study.

Cost Recovery

Section 553.80, F.S., requires that jurisdictions demonstrate fiscal stewardship and best practices by collecting fees consistent with the level of services provided. The Statute also requires that local jurisdictions establish a schedule of fees which are limited to the level of service provided in carrying out the administration, plan review, inspection, enforcement and overhead costs. The County's permit fees sustain the special revenue fund (commonly referred to as the building fund) which supports the BPRI Division without requiring subsidies from general revenue funds. MGT evaluated the time and hourly costs associated with permit intake, plan review, and inspections and determined current permit fees recovered 97% of the cost of services for FY 2021. The MGT Building Fee Study finds that the current fees are established at an appropriate level and sufficient in recuperating the cost of plans review and inspection services provided by the BPRI Division.

The MGT Building Fee Study provides two recommendations relating to plan review fees that are customary for most jurisdictions and will enhance the County's recovery of costs. The first recommendation is to separate plan review fees from inspection fees. The second recommendation is for the County to collect the plan review fees at the time of permit application. Currently, plan review fees and inspection fees are combined and collected at the time a permit is picked up, after the services are rendered. Implementing this recommendation will enhance the County's recuperation of costs for services provided, as oftentimes permits are not picked up by applicants and final permit fees are not paid. Additional benefits associated with these recommendations are

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described later in this analysis related to applicants that choose to utilize private consultants for plans review and inspection services.

Fee Methodology

Based on the new flat fee methodology for residential permits, customers can easily determine the total cost of their residential building permit prior to filing the application. While efficiencies have been gained in determining residential permit fees, MGT established that the County's current method for calculating commercial permit fees is too complex. MGT recommends the commercial permit fees be converted to a flat fee methodology similar to the one used for residential permits.

Currently, the County's method of calculating commercial permit fees relies on determining the valuation of the structure without consideration to the type of commercial construction or the associated intensity of plan review and inspections. This results in fees that are sometimes disproportionate with services provided. The MGT Building Fee Study recommends this be addressed by dividing commercial structures into separate categories or "tiers" based on FBC occupancy classifications. With each tier, fees will adequately cover the amount of review and inspection. As illustrated in Table #1, the first commercial tier (Factory, Storage, Utility) involves the least intensive plan review and inspections as the result of the least amount of expenditure of services. Inversely, the fourth tier (Assembly, Educational, High-Hazard, Institutional) includes structures that require the most intensive review and inspection. For example, a simple commercial storage building (Tier 1), which has four walls, a roof and a concrete slab, and requires minimal plan review and inspections, would currently be assessed the same fee as an assembly or high-hazard building (Tier 4) that requires intensive plan review and inspections.

Table #1: Proposed Tiered Fee System – Plans Review and Inspection Fees per Square Foot

	ENTIAL er sq. ft.	COMMERCIAL Fees per sq. ft.							
One and Two-Family		Tie	er 1	Ti	er 2	Tier 3		Tier 4	
Town	-Family, houses, blexes	•	Storage, ility	,	(Includes mily), R4	Business; Mercantile		Assembly, Educational, High- Hazard, Institutional	
Plan Review	Inspection	Plan Review	Inspection	Plan Review	Inspection	Plan Review	Inspection	Plan Review	Inspection
\$0.41	\$0.38	\$0.28	\$0.40	\$0.46	\$0.40	\$0.48	\$0.44	\$0.52	\$0.46
Total	\$0.79	Total	\$ 0.68	Total	\$0.86	Total	\$0.92	Total	\$0.98

The MGT Building Fee Study also recommends creating a distinct commercial tier unique to multifamily construction. The current fee schedule does not clearly categorize multifamily under commercial or residential which has led to confusion. The Florida Building Code specifically classifies multifamily as commercial due to more intensive reviews required to meet safety requirements. Similar to commercial permits, multifamily permits are reviewed for various fire, accessibility, and life, health, and safety requirements. The creation of a tier and fee category specific to multifamily permits will create consistency with FBC classification, eliminate confusion, and provide transparency for applicants.

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In addition to the restructuring of commercial permit fees, the MGT Building Fee Study concluded that the removal of complex and labor-intensive itemization methods is required in order to provide a simplified, flat fee assessment. The analysis also factored the estimated time to perform the work of projects to assist in the determination of the individual cost of services for the intake, plan review, and inspections associated with a permit. The miscellaneous and fixed price permits were also evaluated and updated where appropriate.

Table #2 compares the current and proposed fee structure for two typical types of new construction permits. The separation of plans review and inspection fees, as well as elimination of the stated valuation-based method for determining fees, are two of the key components of the recommended fee structure. For the commercial permit, the proposed Tier 3 fee schedule is compared to the current commercial new construction fees. Tier 3 projects would include gas stations and retail stores which represents the majority of the County's new construction commercial permits.

			-						
		SINGLE-FAMILY RESIDENTIAL				BUSINESS & MERCANTILE COMMERCIAL (Tier 3)			
		Curre	ent	Recomm	nended		rrent	Recommended ²	
	Size	2,500 s	q. ft.	2,500 s	sq. ft.	3,000	sq. ft.	3,000	sq. ft.
_	Building	\$0.46	\$1,150	\$0.15	\$375	\$0.51	\$1,530.00	\$0.15	\$450
ior	Mechanical	\$0.10	\$250	\$0.06	\$150	\$0.10	\$300.00	\$0.09	\$270
pecti Fees	Electrical	\$0.12	\$300	\$0.09	\$225	\$0.12	\$360.00	\$0.12	\$360
Inspection Fees	Plumbing	\$0.07	\$175	\$0.04	\$100	\$0.07	\$210.00	\$0.06	\$180
	Gas	\$0.05	\$125	\$0.04	\$100	\$0.05	\$150.00	\$0.02	\$ 60
<u> </u>	Plan			\$0.41	\$1,025	Stated	\$104.43	\$0.48	\$1,440
	Review ¹					Valuation ³			Í
	Total	\$0.80	\$2,000	\$0.79	\$1,975	\$0.85	\$2,654.43	\$0.92	\$2,760
		per sq. ft.		per sq. ft.		per sq. ft.		per sq. ft.	İ

Table #2: Current vs Proposed Fee Structure

- 1. Currently, the residential plan review cost for service is included in the building inspection fee.
- 2. The commercial category will be divided into four Tiers to reflect the different levels of cost of services for plan review and inspections. Business and Mercantile is Tier 3 and represents the majority of commercial permits.
- 3. A stated valuation of \$458,000 was calculated using ICC (International Code Council) Building Valuation Data (BVD).

As proposed, over 90% of all commercial permits (Tier 1, Tier 2, and Tier 3) are anticipated to cost the same or slightly less under the new Fee Resolution.

Private Provider Fee Reduction

Modifications to Section 553.791. F.S., in 2018 created the ability for owners and contractors to use private providers to perform plan review and/or inspections associated with building permits. Each jurisdiction is required by Statute to provide a reduction in the permit cost in instances when private providers are utilized. However, Florida Statutes still requires County involvement to process the permit, obtain required documentation, ensure the private provider has insurance for professional liability policy, perform inspections, enter the inspections into the permitting system, ensure the project is in compliance, ensure all required inspections have been completed and approved, and issue the Certificate of Occupancy or Completion. In January 2021, the Board

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approved an amendment to Chapter 5 of the Leon County Code of Laws providing a 60% fee reduction when applicants utilize private providers.

Considering the amount of administrative work and inspections that the BPRI Division must still perform, the MGT Building Fee Study supports the 60% fee reduction when private providers are utilized, to ensure cost recovery for services provided by the County. The aforementioned recommendations to separate plan review fees from inspection fees and to collect the plan review fees at the time of permit application will allow for simple calculations when applicants choose to use private consultants and seek fee reductions in compliance with Section 553.791. F.S. Private provider cost savings will be reflected in the revised fee schedule.

Fee Comparison

At the County's request, and as included in the RFP for this study, MGT was tasked with providing a review and comparison of permit fees for peer local governments in Florida: Alachua, Bay, Lake, Manatee, Osceola, Sarasota, and St. Lucie Counties, as well as the City of Tallahassee. The fee comparison sought to identify best practices regarding permit fee structure, methodologies, and collection practices. MGT gathered the data and cautioned against giving much consideration to comparisons of the permit fee rates by jurisdiction due to discrepancies in how other building departments are funded and what services are included with each permit. For example, three of the eight jurisdictions in the study are not entirely self-supported through building permit fees. Subsidizing building department services with other revenue sources allows a local government to maintain lower permit fees. Another example is permit volume and the number of commercial permits which tend to generate higher fees and help off-set any shortfalls in revenue. Of the jurisdictions surveyed, Leon and St. Lucie Counties were the only jurisdictions that do not require a separate permit fee for the certificate of occupancy. And finally, an examination of permit fees does not capture the full cost of new development borne by the applicant such as levying of impact fees.

With the exception of Leon County and the City of Tallahassee, all of the jurisdictions included in the study assess minimum impact fees that range between \$2,800 - \$22,000. Impact fees are one-time fees collected by local jurisdictions from developers or builders for new residential and commercial developments. Pursuant to Section 163.31801, F.S., impact fees are only to be used for the funding of capital facilities proportional and reasonably connected to the increased impact generated by new residential or commercial construction. Capital facilities commonly funded through impact fees include roads, parks, schools, water/sewer utilities and emergency services.

All of the jurisdictions use a variety of methods to calculate permit fees, including square footage, valuation, or a mixture, based on typical time requirements. Fee calculation and methodologies used by most jurisdictions in the peer group proved complex, time consuming and often lacked transparency. The only significant difference in fees pertained to the prevalence of minimum permit fees. Of the jurisdictions surveyed, Leon County is the only jurisdiction that does not assess a minimum permit fee for all types of projects. For projects based on square footage, the current methodology is to assess the fees at the rate outlined in the fee schedule. For example, a 70 square foot bathroom addition permit that includes all the subtrades would only cost \$52.50. A permit with fees that low does not allow the County to recuperate the cost of services.

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The proposed minimum permit fee ensures the County recuperates the cost of services associated with the intake processing, plan review, issuance, and inspection of permits, regardless of the size of the project. Table #3 summarizes the comparative findings of the peer group with the recommended Fee Resolution. The Appendix section of the MGT Building Fee Study provides graphs with comparative data on the peer group.

Table #3: Permit Fee Comparison Summary

	C	LEON OUNTY OPOSED*	AV	PEER /ERAGE*	% DIFF
Single-Family Construction	\$	1,885	\$	1,859	+1.4%
ex. \$371,000 valuation; 2,500 sq. ft.					
Multi-Family Construction	\$	14,530	\$	14,163	+2.5%
ex. \$2,300,000 valuation; 17,000 sq. ft.					
Commercial Construction	\$	9,510	\$	9,853	-3.6%
ex. \$1,800,000 valuation; 12,000 sq. ft.					
Minimum Residential Building Permit	\$	135	\$	118	+12.6%
Minimum Commercial Building Permit	\$	135	\$	210	-55.6%

^{*} For comparative purposes, certificate of occupancy fees was not included for Leon and St. Lucie Counties.

Fee Maintenance

Technology Fee

The establishment of a technology fee in conjunction with a building permit is common practice in Florida. Typical technology fees for jurisdictions in Florida range from 2% to 4% of the total permit fees. As the building permit application and review process has transitioned from paper to digital, it has become necessary to increase investment in permitting software and technology on an ongoing basis. The technology fee is used by many Florida jurisdictions to help offset the ongoing need to improve technology with the goal to provide the most information to the customer in a simple manner. Online building permit applications and plan review increases opportunities to enhance services by improving collaboration with customers, creating additional transparency and convenience, and increasing efficiency by reducing review times.

The expansion of digit services including the purchase, licensing, and ongoing maintenance of permitting software are costly investments designed to improve the customer experience. The MGT Building Fee Study recommends that Leon County implement a technology fee to help support the continued improvements of automating and updating the permitting process, with a focus on providing real time communication to the customer. Spending for technology upgrades was up 14% alone during Fiscal Year 2020 to enhance service delivery due to software purchases and required modifications. Continued costs of technology upgrades will be an ongoing concern requiring a dedicated funding source without relying on the County's general revenue fund. A

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technology fee of 3% of permit costs is recommended and will generate an estimated \$80,000 annually to offset future software and technology improvements, maintenance, and support.

A separate capital improvement program account will be established for the technology fee. This will isolate the fee revenues to ensure transparency and accountability while supporting the BPRI Division's technology needs and customer service enhancements.

Inflation Adjustment

The County has not conducted a building permit fee study since 2004. MGT recommends the County conduct a building permit fee study every five years, which is common practice in Florida, in conjunction with using the Consumer Price Index inflation adjustment to monitor building permit fees and the recovery of associated costs. The monitoring of fees will help prevent the possibility of using the general fund to subsidize the special revenue fund. Adjustments to the permit fees for inflation in the market may be beneficial until such time another building permit fee study is performed, however, the Fee Resolution does not provide for automatic inflation adjustments. Periodic analyses of the fees will ensure the special revenue fund continues to be self-supportive and any future fee adjustments will be brought back to the Board for consideration.

Special Revenue Fund Balance

The County's permit fees sustain the special revenue fund (commonly referred to as the building fund) which supports the plans review and inspection services provided by the BPRI Division without requiring subsidies from general revenue funds. The surge in construction over the last several years has resulted in local governments amassing large fund balances from permit fees in these specialized accounts. The build-up of these special revenue fund balances resulted in a mandate in 2019 from the Florida Legislature that these fund balances not exceed the average of a building department's operating budget for the previous four fiscal years. Any amount exceeding this limit must be used as authorized or rebated with a reduction of fees. MGT found Leon County's fund balance meets the criteria at 51 percent of the allowable limit based on the BPRI Division's operating budget over the previous four fiscal years.

Routinely examining the costs of providing fee related services and making deliberate decisions about the recovery of costs and fee modifications will help the BPRI Division maintain its fiscal sustainability and respond to the changing needs of citizens, changes in regulations, and changes in the local, regional and national economies. The MGT Building Fee Study recommends the Office of Financial Stewardship continue to review the fund balance on a quarterly basis to ensure an adequate balance remains in place within the allowable limits established by Statute.

Conclusion

The MGT Building Fee Study finds the County's overall permit costs to be commensurate with the services provided by the BPRI Division and provides recommendations for a simplified, fair, and transparent fee structure which eliminates all occurrences of valuation-based fees. The proposed Fee Resolution creates a tiered system for commercial permits that will result in a more accurate fee assessment that is reflective of the cost of services. It will also eliminate each minimum sub-trade (electrical, mechanical, gas and plumbing) permit fee in favor of a single minimum flat fee for all sub-trade permits. Reducing the number of fee types further increases permitting efficiencies and benefits both the customer and staff when estimating permit fees.

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The proposed fee schedule and transition to a flat fee structure are designed to be revenue neutral to the County 'building fund' and continue to support the BPRI Division without the need for general revenue support. The MGT Building Fee Study also recommends the creation of a new technology fee to support customer demands for greater digital services and help offset expenditures related to permitting software and technology improvements, maintenance, and support. The new technology fee is estimated to generate \$80,000 annually which would be set aside in a separate capital improvement program account dedicated to technology purchases, digital enhancements and support services.

Staff and MGT consultants have received input and support from industry representatives through the County's Advisory Committee on Quality Growth and the Building Industry Association of the Big Bend (formerly the Tallahassee Builders Association) on the study findings and recommendations. An email in support of the study and recommendations from the Chairman of the Governmental Affairs Committee for the Building Industry Association of the Big Bend is provided as Attachment #3.

Staff recommends the Board adopt the proposed building permit Fee Resolution with the effective date of June 1, 2022, which implements the following MGT Building Fee Study recommendations:

- Expands the flat fee methodology to all permit types, simplifying calculations and providing transparency and certainty for customers.
- Creates four distinct tiers of commercial permit fees that more accurately reflect the cost of services provided for various types of commercial structures.
- Separates building plan review fees from inspection fees to satisfy statutory requirements which allow applicants to utilize a third-party consultant for plans review services and thereby reducing the fee paid to the County. Establishing a separate building plan review fee also allows the County collect plan review fees at the time of application to ensure the cost of services are recovered in instances where applicants choose to withdraw their permit after the plans review has been completed.
- Establishes a technology fee to support customer demands for greater digital services and help offset expenditures related to permitting software and technology improvements, maintenance, and support.
- Conduct a fee study every five years in conjunction with a Consumer Price Index inflation adjustment to ensure building permit fees continue to recover associated costs.

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Options:

- 1. Adopt the proposed Resolution amending the Building Plans Review and Inspection Fee Schedule (Attachment #1) and accept the findings and recommendations of the MGT Consulting Group's Building Plan Review & Inspection User Fee Study for Leon County (Attachment #2).
- 2. Do not adopt the proposed Resolution amending the Building Plans Review and Inspection Fee Schedule (Attachment #1) and do not accept the findings and recommendations of the MGT Consulting Group's Building Plan Review & Inspection User Fee Study for Leon County (Attachment #2).
- 3. Board direction.

Recommendation:

Option #1

Attachments:

- 1. Proposed Resolution amending the Building Plans Review and Inspection Fee Schedule
- 2. MGT Consulting Group's Building Plan Review & Inspection User Fee Study for Leon County
- 3. Email from the Building Industry Association (BIA) of the Big Bend (formerly the Tallahassee Builders Association) Governmental Affairs Committee Chair in Support of Proposed Fee Resolution

LEON COUNTY RESOLUTION NO.

RESOLUTION OF THE **BOARD** OF **COUNTY COMMISSIONERS** OF LEON COUNTY. FLORIDA. AMENDING THE BUILDING **PLANS** REVIEW AND **INSPECTIONS FEE** SCHEDULE; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Sections 125.56 and 553.80, Florida Statutes, authorize the Board of County Commissioners (Board) to enforce the Florida Building Code to provide for the safe construction, erection, alteration, repair, securing and demolition of any building within its territory outside the corporate limits of any municipality; and

WHEREAS, the Board may provide for a schedule of reasonable review and inspection fees to cover the costs of review, inspection and enforcement of the Florida Building Code; and

WHEREAS, in 2019, the Board adopted a 'flat fee' methodology based on the square footage of residential units that has increased efficiencies and transparency when calculating building permit fees; and

WHEREAS, the Board desires to adopt the same methodology for calculating commercial building permit fees based on square footage and the type of construction so the recovery of services is commensurate with the intensity of plan review and inspection; and

WHEREAS, in 2019, the Board authorized a fee study to ensure building permit fees and associated methodologies are properly set to recover the cost of services; and

WHEREAS, the Department of Development Support and Environmental Management contracted with MGT Consulting Group to establish minimum building permit fees that will allow recovery of the full cost of services necessary to maintain the self-supporting enterprise revenue fund; and

WHEREAS, the revised building fee schedule is consistent with §553.80 which requires that jurisdictions demonstrate fiscal stewardship and best practices by establishing a schedule and collection of fees so that the total estimated annual revenue derived from fees does not exceed the annual costs of services provided, including administration, plan review, inspection, enforcement, and overhead costs; and

WHEREAS, the revised building fee schedule is consistent with §553.791 which requires local jurisdictions to provide for a reduction of fees when owners and contractors use a private provider for plan review or inspection services; and

WHEREAS, the revised building fee schedule includes a 3% technology fee that will be dedicated solely to help offset the ongoing need to improve technology and advance online building

permit applications and plan review opportunities that will enhance services, increase efficiencies, and reduce review times; and

WHEREAS, the building fee study recommends the Board commit to conducting a building permit fee study every five years to ensure building permit fees continue to recover the cost of services provided.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1. Building Plans Review and Inspection Fee Schedule Adoption

The Board hereby adopts the Building Plans Review and Inspection Fee Schedule, as identified in Exhibit "A" attached hereto and incorporated herein.

Section 2. Effective Date.

By:

This resolution and fee schedule shall	becon	ne effective on June 1, 2022.
DONE, ADOPTED AND PASSED by Florida, this day of		Board of County Commissioners of Leon County,, 20
		LEON COUNTY, FLORIDA
I	Зу:	Bill Proctor, Chairman
		Bill Proctor, Chairman
		Board of County Commissioners
ATTESTED BY: Gwendolyn Marshall Knight, Clerk of Court & Comptroller, Leon County, Florida		
By:		
APPROVED AS TO FORM: Chasity H. O'Steen, County Attorney Leon County Attorney's Office		

DEVELOPMENT SUPPORT & ENVIRONMENTAL MANAGEMENT DEPARTMENT FEE SCHEDULE

EFFECTIVE June 1, 2022



DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT
THE RENAISSANCE CENTER, 2ND FLOOR
435 NORTH MACOMB STREET
TALLAHASSEE, FL 32301
(850) 606-1300

BOILDING I LANGINEW & IN	ISPECTION FEES		
Residential One and Two-Family: Single-Family, Townhouses, Duplexes	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures		
Plan Review			
Building	\$0.16		
Mechanical	\$0.07		
Electrical	\$0.10		
Plumbing	\$0.05		
Gas	\$0.03		
Inspection			
Building	\$0.15		
Mechanical	\$0.06		
Electrical	\$0.09		
Plumbing	\$0.04		
Gas	\$0.04		
Commercial Tier 1: Factory, Storage, Utility	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions and detached accessory structures		
Plan Review			
Building	\$0.10		
Mechanical	\$0.04		
Electrical	\$0.09		
Plumbing	\$0.03		
Gas	\$0.02		
Inspection	· ·		
Building	\$0.15		
Mechanical	\$0.07		
Electrical	\$0.12		
Plumbing	\$0.04		
Gas	\$0.02		
Commercial Tier 2: R1, R2 (Includes Multifamily), R4	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions and detached accessory structures		
Plan Review	unit doublines doctors, our dotter		
Building	\$0.16		
Mechanical	\$0.08		
Electrical	\$0.12		
Plumbing	\$0.07		
Gas	\$0.03		
Inspection	φυ.υσ		
•	¢0.45		
Building	\$0.15		
Mechanical	\$0.07		
Electrical	\$0.11		
Plumbing	\$0.05		
Gas	\$0.02		
Commercial Tier 3: Business, Mercantile	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions and detached accessory structures		
Plan Review			
Building	\$0.16		
Mechanical	\$0.10		
Modification	\$0.12		
Electrical	**··=		
	\$0.07		
Electrical			
Electrical Plumbing	\$0.07		

Mechanical	\$0.09
Electrical	\$0.09
Plumbing	\$0.12
Gas	\$0.00
Commercial Tier 4: Assembly, Educational, High-Hazard, Institutional	Based on sq. ft. under roof including porches, garages, carports, interior alterations, additions, and detached accessory structures
Plan Review	
Building	\$0.16
Mechanical	\$0.11
Electrical	\$0.13
Plumbing	\$0.07
Gas	\$0.05
Inspection	
Building	\$0.15
Mechanical	\$0.10
Electrical	\$0.12
Plumbing	\$0.06
Gas	\$0.03
Construction Not Under Roof ¹	Flat Fee
Decks, Docks, Ramps, Boardwalks, etc.	\$271.52
Cell Tower Permits ²	Flat Fee
Cell Tower Alterations	\$508.92
New Cell Towers	\$602.89
Demolition Permits	Flat Fee
Demolitions	\$197.12
Foundation Only Permits (Based on Total Sq. Ft.)	Based on Total Sq. Ft.
Plan Review	\$0.08
Inspection	\$0.07
Generator Permits	Flat Fee
Generators	\$180.00
Grinder Pump Permits	Flat Fee
Grinder Pumps	\$180.00
Manufactured Home Permits	Flat Fee
Manufactured Homes	\$385.09
Modular Home Permits	Based on Total Sq. Ft.
Modular Homes	50% of Single-Family Construction Fees
Moving Any Building or Structure ²	Flat Fee
Moving any Building or Structure	\$436.00
Repair Work and Exterior Alteration Permits ²	Flat Fee
Exterior Wall and Soffit Coverings	\$216.33
Exterior Doors and Windows	\$189.71
Foundation Repairs	\$291.12
Re-roof or Roof Re-cover	\$241.45
Structural Repairs (Roofs, Walls, Floors Systems, etc.)	\$359.68
Other Repair Work Not Listed	\$212.78
Retaining Wall Permits	Flat Fee
Retaining Walls	\$303.72
Sign Permits ²	Flat Fee
Wall-mounted signs	\$212.78
Monument Signs and Pole-Mounted Signs (Including Billboards)	\$376.67
Solar Installation Permits	Flat Fee
Solar Photovoltaic Systems	\$180.00
	\$180.00
Solar Water Heating Systems	\$180.00 Flat Fee
	\$180.00 Flat Fee \$135.00

Electrical Only Permit Fee	\$135.00
Plumbing Only Permit Fee	\$135.00
Gas Only Permit Fee	\$135.00
Minimum Base Fees for Multi-Trade Projects ⁴	Flat Fee
Building Minimum Base Fee	\$90.00
Mechanical Minimum Base Fee	\$90.00
Electrical Minimum Base Fee	\$90.00
Plumbing Minimum Base Fee	\$90.00
Gas Minimum Base Fee	\$90.00
Swimming Pools	Flat Fee
Above-Ground Pools	\$180.00
In-Ground Pools	\$382.48
Pool Enclosures (Screen Cage)	\$397.66
Pool Liner Replacements	\$135.00
Other Fees	
Additional Inspection	\$90.00
After Hours Inspection Fee	\$90.00 per hour (Minimum 2 Hours Charged)
City of Tallahassee Fire Plan Review Fee for New Commercial Construction	\$0.02 Per Sq. Ft. Under Roof
City of Tallahassee Fire Plan Review Fee for Commercial Alterations	\$0.25 Per \$1000 of Stated Valuation
Construction Work Without a Permit	Double the Plan Review and Inspection Fees
Changing Application (Contractor, Professional, Applicant)	\$90.00
Permit/Permit Application Extensions & Reissuance Requests (Each Request)	\$90.00
Plan Review and Inspection Hourly Rate	\$90.00
Plan Review for the Fourth Comment Addressing the Same Item	4 Times the Plan Review Hourly Rate
Private Provider Administrative Fee for Plan Review	40% of Plan Review Fees⁵
Private Provider Administrative Fee for Inspections	40% of Inspection Fees⁵
Record Research Fee (Each Request for Each Address or Parcel)	\$90.00
Re-inspection Fee for the First, Second, and Third Inspection of the Same Item	\$90.00
Re-inspection Fee for the Fourth Inspection of the Same Item	4 Times the Re-inspection Fee
Recording Fee for Notice of Commencement	\$19.50
State Notice of Commencement (NOC)	\$5.00
State Surcharge Fee ⁶	2.5% of the Plans Review and Inspection Fees
Technology Fee	3% of the Plans Review and Inspection Fees
Temporary Certificate of Occupancy	\$90.00
Temporary Facilities Permit	\$90.00
Refunds ⁷	
Refund of Permit Fees After Application and No Plan Review	Inspection Fees and 50% of Plan Review Fees ⁵
Refund of Permit Fees After Permit Issuance and No Inspections	Inspection Fees Only⁵
Refund of Permit Fees after Permit Issuance and Any Inspections	No Refund

¹Visit <u>leonpermits.org</u> or contact a Plans Examiner to determine if an item in this category requires a building permit.

²If mechanical, electrical, plumbing, or gas is required, the applicable base fee(s) for multi-trade projects will be added.

³For single-trade projects based on sq. ft., the minimum permit fee will be utilized when the fee assessed from sq. ft. does not meet \$135.00.

⁴For multi-trade projects based on sq. ft., the minimum base fee(s) will be utilized for each applicable trade when the fees assessed from sq. ft. do not meet \$90.00.

⁵The plan review and inspection portions of "flat fee" items are split evenly at 50% each.

⁶The minimum amount collected shall be \$4.00.

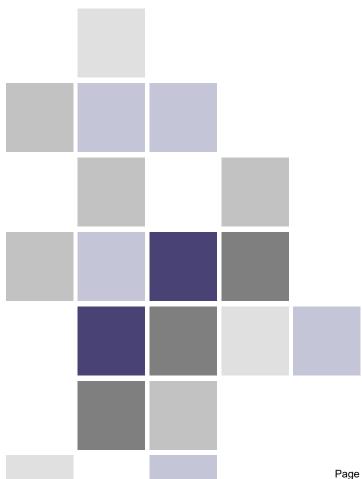
⁷A minimum of \$90.00 shall be retained on any refund.



USER FEE STUDY BUILDING PLAN REVIEW & INSPECTIONS LEON COUNTY, FLORIDA

Final Report

November 2021



Leon County, Florida

User Fee Study – Building Plan Review & Inspections November 2021

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I. BACKGROUND

The Florida Building Code (§ 553, Fla. Stat.) requires Leon County (herein referred to as the "County") to regulate building construction. § 553.80, Fla. Stat., states, "... each local government and each legally constituted enforcement district with statutory authority shall regulate building construction, and where authorized in the state agency's enabling legislation, each state agency shall enforce the Florida Building Code required by this part on all public or private buildings, structures, and facilities..."

In Leon County, the responsibility for this work is assigned principally to the Department of Development Support and Environmental Management's (DSEM) Building Plans Review and Inspection (BPRI) Division. The Division employs licensed Building Plan Reviewers, Building Inspectors and Permit Technicians. These professionals work in unison with other DSEM staff to process building plans, issue building permits, and inspect construction to ensure compliance with the Florida Building Code (FBC).

In November 2019, the Leon County Board of County Commissioners (herein referred to as the "Board") took a major step in simplifying the building permit fee calculation process by adopting a "flat fee" methodology based upon the square footage of a structure, which resulted in a fee of \$0.80 per square foot for residential permits. The November 2019 adopted "flat fee" methodology has resulted in a significant time savings by reducing the number of calculations required to determine a building permit fee. In addition, the simplified process has provided greater certainty and transparency to contractors and homeowners by granting them the ability to calculate fees in advance of submitting a building permit application.

It is important to recognize that Leon County's last building permit fee schedule update occurred in 2004. The building permit fee calculation methodology utilized at that time was rather complex. It entailed assigning a unique fee to each aspect of construction (electrical, mechanical, plumbing, etc.). These individual sub-fees were then calculated by summing the number of unique elements associated with the respective work. For example, the fee for electrical work would be calculated by adding each individual outlet, switch, light fixture, fan, etc. The sum of this sub-fee would then be added to any other applicable sub-fees to determine the overall building permit fee.

At the time the Board adopted the flat fee methodology in November 2019, the Board also authorized staff to proceed with hiring a consultant to conduct a comprehensive building permit fee study. In December 2019, the County contracted with MGT Consulting Group to conduct this study. The methodology used to conduct this study, data, analysis, and recommended actions are provided in this report.

The initial flat fee methodology adopted in November 2019 greatly simplified the fee calculations. However, it did not itemize all three (3) aspects involved in the permitting process: intake, plan review and inspections. It was also found that there is no residential or commercial plan review fee for the mechanical, electrical, plumbing, and gas trades. This presents a significant problem which affects the following:

- Collecting the plan review fee at the time of permit application;
- The inability to calculate the required reduction for the private provider pursuant to FL. Stat. 553.791; and



Fees collected did not always recover the expenses of providing plan review services.

Pursuant to § 553.80, the County may collect fees to recover the costs associated with the regulation of building construction (e.g. administration, intake, plan review and inspections). § 553.80 stipulates what costs may be recovered for enforcing the FBC. These include direct costs and reasonable indirect costs associated with:

- Permit processing;
- Plan review of building plans;
- o Inspections;
- Re-inspections;
- Building code enforcement;
- Other laws related to the design, construction, erection, alteration, modification, repair, or demolition of public or private buildings, structures, and facilities;
- Manufactured building site setup and utilities;
- Training;
- Enforcement action pertaining to unlicensed contractor activity;
- Implementation of policies, procedures, and practices which produce the most costeffective property insurance ratings;
- Assessing fines;
- Searching of records, and;
- Managing the enforcement of the FBC.

Fees collected for these services are deposited into a Special Revenue Fund that is used to support the functions of the BPRI Division. Building permit revenue that has been collected but not expended is known as a "fund balance." Per § 553.80, a fund balance may not exceed the average of the last four (4) years of "operating budget" costs for the BPRI Division. Appropriate fund maintenance will ensure the County's general fund is not impacted by the costs necessary to operate the BPRI Division.

II. ANALYSIS

A. STUDY SCOPE AND OBJECTIVES

The objectives of this building permit fee study are to:

- Develop a methodology that continues the transparent and streamlined approach for calculating all building permit fees as established by the Board's direction in November 2019.
- Evaluate adopted overall permit fees to determine their adequacy in addressing the costs associated with intake, plan review, inspections, and administration.
- Identify costs associated with enforcement, interpretation, and regulation of the FBC by Leon County.
- Provide recommendations on how to monitor and maintain appropriate building permit fees in perpetuity.
- Compare similar Florida jurisdictions to determine their practices for building permit fee methodology.



B. KEY FINDINGS

- Issue: Each jurisdiction has adopted specific methodologies for calculating building permit fees. Many jurisdictions utilize base fees to capture the minimum costs associated with permitting. DSEM's current base fees vary greatly by project type and, in most instances, recover the costs for intake, administration, permitting, plans review, and inspection.
 - Approach: MGT reviewed the permitting process from intake to final inspection for all permit types.
 - Result: MGT found the current individual minimum fees for the five (5) trades should be eliminated. MGT discovered the individual minimum trade fees made the process complex and difficult to determine when and where they should be applied. MGT recommends using a single base fee to ensure costs are recovered thus simplifying the fee calculation process.

Issue: § 553.80 authorizes a local government to set fee prices for building permits but stipulates the fees are to be used only for related responsibilities under the FBC. MGT conducted a fiscal analysis to determine if building permit fee changes are necessary to ensure cost recovery.

- Approach: Following the conventions of cost accounting, and more specifically, 2 CFR Part 200 (the Uniform Administrative Requirements, Cost Principles, guide to cost principles), MGT reviewed the service delivery of different building permit types. The fee study was based on the review of the BPRI Division's work procedures regarding the processing of each phase of the building permit during intake, administration, plan review, and inspection. This assessment accounted for the work performed during each phase of the process including the submittal of the application, data entry, processing the construction plans, oversight of the process, payment, assigning the project in the permitting system, plan review processing, permit issuance, collecting final fees, issuance of the permit placard, providing inspections throughout the construction process, and issuing the Certificate of Occupancy or Completion.
- Results: After analyzing the overall fee structure and the available fund balance, MGT
 determined that fees are established at an appropriate level to sustain operation of the
 BPRI Division without need for the General Fund to subsidize the Special Revenue Fund. To
 provide more accuracy in budget reporting by separating expenditures and revenues for
 plan review and inspections, it is recommended the County separate all building permit
 fees into a "plan review" and an "inspection fee".

This recommended change would result in the following benefits:

- 1. Allow DSEM to collect plan review fees at the time of application, which would ensure the cost of services are recovered in instances where applicants choose to withdraw their permit after plan review is completed.
- 2. Provide more accuracy in budget reporting by separating expenditures and revenues for plan review and inspections.
- 3. Allow for an accurate calculation of fee reductions when a private provider is used.
- 4. Allow the mechanical, electrical, plumbing, and gas plan review costs to be easily determined for each trade.
- 5. Provide greater transparency to the customer.



- Issue: DSEM's current method of combining multiple fees for each trade continues to involve multiple calculations to determine the total fee. This current methodology is cumbersome and lacks transparency.
 - Approach: MGT suggests collapsing the different calculations into a single amount for efficiency. Further, the elimination of construction valuation and the implementation of square footage-based fees would provide greater transparency and streamline the process.
 - Results: The conversion of the current methodology of adding multiple fees in conjunction
 with the trade base fee to a single minimum fee per trade will further simplify the
 permitting process.
- Issue: In November 2019, the Board approved the implementation of a flat fee methodology for permit fees. Many of the current building permit fees do not align with the Board's direction. This same methodology should be applied across all permit types and fees.
 - Approach: MGT examined all occurrences of valuation-based fees and other miscellaneous
 fees which involve complex calculations. This study proposes fees that would conform to
 the approved methodology based on the Board's direction including the establishment of
 a 'tiered' flat fee system for commercial projects based on occupancy classification.
 - Results: The methodology above was utilized to eliminate occurrences of valuation-based fees in favor of simplified flat rate fees for all permit types. In addition, the study recommends permit fees for commercial projects utilizing a tiered fee structure commensurate with the occupancy classification and that is indicative of the intensity of review.

Issue: Pursuant to § 553.791, applicants can use a third party, known as "private provider", to review plans and/or inspect the construction project for compliance with the FBC. However, if an applicant chooses to utilize the services of a private provider, DSEM still incurs costs for the required administrative services. A methodology for calculating a reduced permit fee when such services are utilized needs to be established but can only be done if the plan review and inspection fees are separated.

- Approach: MGT determined the required portion of work by BPRI Division staff when
 applicants use *private providers*. This was accomplished by evaluating the level of work
 DSEM provides on permits for intake, administration, plans review, and/or inspection
 portion associated with "private provider" permits. This analysis provided the required level
 of reduction in the plans review and/or inspection part of the permit.
- Results: Based on the level of work DSEM provides to process private provider permits, MGT recommends the rate be reduced to 40 percent of the plans review and/or inspection fee to recover the cost of services provided. Implementation will ensure compliance with private provider fee reductions required in § 553.791. The fee reduction is the amount of cost savings realized by the local enforcement agency for not having to perform such services.
- Issue: Efficiency in the building permitting process requires use of technology, including an electronic permitting system with the ability to store and easily access data. These assets are expensive and require periodic upgrades and replacement. Funding upgrades and replacement is a budget challenge. Several Florida jurisdictions include a technology fee with building permit fees to ensure that the building departments will be able to purchase the technology tools



required without placing a burden on or seeking additional funding from the County General Revenue budget. Current Leon County building permit fees do not include a technology fee.

- Approach: MGT evaluated and amortized the technology needs, the acquisition cost, and expected useful life of the applicable software. The review included the County's current permitting software, Accela; Interactive Voice Response System (IVRS) upgrade to allowing inspection requests by texting; the acquisition of 'DigEPlan' plan review software; and other related updates to improve the permitting process. MGT calculated the average annual expense of all required permitting software and divided this amount by the Division's budget to determine a technology fee percentage.
- Results: Based on the review of all required software and upgrades, MGT determined that
 a standard technology rate of 3 percent would be adequate to sustain the required
 technology maintenance and improvements.
- Issue: Most local governments update building permit fees infrequently. If the operating cost of a department grows while fees remain the same, there will be a growing gap between revenue and expense. Eventually, a new building permit fee study would be necessary to address the fees once again to determine and address the gap in the cost of the level of services provided.
 - Approach: MGT evaluated a method to determine building permit fee costs based on inflation. MGT found many jurisdictions use their regional consumer price index (CPI) percentage to determine the percentage adjustment.
 - Result: To help prevent the possibility of using the General Fund to subsidize the Special Revenue Fund, CPI can be used to periodically evaluate fees. MGT determined using the inflation rate based on the regional CPI would be an appropriate methodology to evaluate operating costs until such time another building permit fee study is performed. Periodic analysis of fees will ensure the Special Revenue Fund continues to be self-supportive. MGT recommends the County conduct a fee study every five years, which is consistent with common practice in Florida, in conjunction with using the CPI inflation adjustment to continually monitor and ensure building permit fees continue to recover associated costs.
- Issue: In recent years, a surge of building activity has caused many local government building permit funds to grow to levels that exceed a likely need for "rainy day" funding which was one of the intents of establishing such funds. Builders sought legislative relief because they questioned why they should continue to pay traditional prices while local governments accumulated what appeared to be excessive fund balances. In response, the State enacted modifications to FL. Stat. 553.80(7) that limits fund balance to not be more than the average of the last four (4) years of the "operating budget".
 - Approach: MGT reviewed the last four (4) years of the operating budget for BPRI Division and the current fund balance level.
 - Result: The County is in compliance with § 553.80(7) with the current fund balance well below the allowable level by approximately 51 percent.



III. RECOMMENDATIONS

A. A SIMPLE FEE STRUCTURE

The Board adopted a flat fee of \$0.80 per square foot for one and two-family residential projects in November 2019. The Study verified staff took the correct approach in simplifying the fee structure. After analyzing the overall fee structure, it was determined that fees were established at an appropriate level to recover the cost of operation of the BPRI Division. The recommendation to continue recovering the cost of operation of the BPRI Division and continue the simplification of the fee structure for all permit types is reflected in the table below titled, "A New Tiered Fee System". Adopting the flat fee methodology for all permit types, the creation of a tiered fee structure based on occupancy classification and the establishment of minimum fees per trade will further simplify the permitting process consistent with Board direction.

RESIDENTIAL **COMMERCIAL** One and Two-Family Tier 2 Tier 1 Tier 3 Tier 4 Assembly, Educational, R1, R2 (Includes Single-Family, High-Hazard, Factory, Storage, Utility Business; Mercantile Townhouses, Duplexes Multifamily), R4 Institutional Plan Plan Plan Plan Inspection Inspection Plan Review Inspection Inspection Inspection Review Review Review Review \$0.41 \$0.38 \$0.28 \$0.40 \$0.46 \$0.40 \$0.48 \$0.44 \$0.52 \$0.46 Total \$0.79 Total \$ 0.68 Total \$0.86 \$0.92 \$0.98 Total **Total**

A NEW TIERED FEE SYSTEM

The fee study recommends eliminating the stated construction valuation method and instead using a square footage method or flat fees for the inspection and plan review for residential, commercial/multifamily, and warehouse projects. Instead, the fee schedule for commercial permits will take into consideration the types or occupancy classifications of structures and the associated cost of services for plans review and inspection. Four commercial tiers will create distinct categories and fees unique to various occupancy classifications. For example, the "Tier 1" commercial category was created for "Factory, Storage and Utility" projects due to these types of structures requiring minimal plan review and inspections. This methodology will result in a decrease in permit fees for these types of structures.

A commercial tier unique to multifamily ("Tier 2") is needed due to the complexity and classification of these types of uses under the FBC. Pursuant to the FBC, multifamily construction is classified as commercial construction due to the enhanced safety requirements. Consequently, a commercial tier unique to multifamily was created with fees commensurate with the associated cost of services.

Based on the study's findings, the table below illustrates current and recommended fees for two types of typical projects: (1) single-family residential and (2) business/mercantile commercial. Plan review fees for single-family residential projects are not currently separated from inspection fees. Thus, MGT recommendations include a reduction to the inspection fees while adding a plan review fee. For commercial projects, plan review fees, which are calculated and based on the stated project valuation, would be replaced with a flat rate plan review fee that is based on square footage.

\$2,760.00

\$0.80

		CONNENT TEES VS NECOVINITEINDED TEES								
			S	INGLE-FAMIL	Y RESIDE	NTIAL	BUSINESS & MERCANTILE COMMERCIAL			
			С	urrent	Reco	mmended	C	Current	Reco	mmended²
		Size	2,500 sq. ft.		2,500 sq. ft.		3,0	00 sq. ft.	3,0	00 sq. ft.
ĺ	7	Building	\$0.46	\$1,150.00	\$0.15	\$375.00	\$0.51	\$1,530.00	\$0.15	\$450.00
	INSPECTION FEES	Mechanical	\$0.10	\$250.00	\$0.06	\$150.00	\$0.10	\$300.00	\$0.09	\$270.00
	ECT	Electrical	\$0.12	\$300.00	\$0.09	\$225.00	\$0.12	\$360.00	\$0.12	\$360.00
	INSPI FEES	Plumbing	\$0.07	\$175.00	\$0.04	\$100.00	\$0.07	\$210.00	\$0.06	\$180.00
	≤ Ξ	Gas	\$0.05	\$125.00	\$0.04	\$100.00	\$0.05	\$150.00	\$0.02	\$60.00
	·	Plan			\$0.41	\$1,025.00	Stated Valuation	\$104.43	\$0.48	\$1,440.00
		Review ¹					3			

CURRENT FEES vs RECOMMENDED FEES

1: Currently, the residential plan review costs for service is included in the building inspection fee.

\$0.79

\$2,000.00

2: The commercial category was divided into four (4) Tiers to reflect the different levels of cost of services for plan review and inspections. Mercantile is categorized under Tier 3.

\$1,975.00

\$0.85

\$2,654.43

\$0.86

3: The stated valuation of \$458,000 was calculated using ICC (International Code Council) Building Valuation Data (BVD).

The recommendation of separating the plan review and inspection costs for all permits into two (2) separate fees will further implement the Board's direction and the flat fee methodology using project square footage. Consequently, this would result in a separate plan review fee for each trade. Collecting plan review fees at the time of application will reduce the amount of uncollected fees due to permits not being picked up and will allow for a reduction in the plans review and/or inspection fees when private provider services are utilized in compliance with § 553.791.

B. COST RECOVERY

Total

Current County permit fees recover 97 percent of the total cost of services which slightly varies by permit category. It is recommended the proposed fee schedule be adopted to continue capturing the cost recovery for services, which supports the Board's Strategic Initiative to "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" (G5). The recommendations in the study and the proposed fee schedule allow for the Special Revenue Fund to continue to fully support the operating budget of the BPRI Division without the need to seek General Revenue funding.

Summary of Current Cost Recovery by Permit Category

			Revenue minus	
	Revenue	Cost	cost	Revenue / Cost
Total	\$2,725,677	\$2,808,435	(\$82,758)	97%
Construction				
Permits	\$1,881,345	\$1,917,627	(\$36,281)	98%
Stand-alone Trade				
Permits	\$196,942	\$206,466	(\$9,524)	95%
Other permits*	\$647,390	\$684,342	(\$36,952)	95%

^{*} Includes decks, re-roofs, retaining walls, signs, generators, etc.



C. CONSOLIDATION OF PERMIT FEE TABLES AND CATEGORIES

For most projects, an increase in project size may result in a corresponding building permit fee increase due to the increase of square footage. Use of the flat fee square footage calculations for minor construction projects, however, will not recover the cost of services provided. For example, under the current fee schedule a small residential addition project with 100 square feet of area would result in a building permit fee of \$80. This fee would not address the cost for intake of the permit, review of plans, inspections, and paperwork necessary to close the project. Therefore, in such instances, it is recommended that a minimum fee of \$135.00 be utilized to ensure full recovery of all associated permitting costs. This fee is representative of the hourly rate (\$90.00) multiplied by 1.5 hours. The table below provides the current minimum individual fee for each trade and the recommended simplified single minimum fee for any permit.

Trade	Current Minimum Fee	Recommended Minimum Fee*
Building	None	\$135.00
Mechanical	\$82.00	\$135.00
Electrical	\$79.63	\$135.00
Plumbing	\$91.38	\$135.00
Gas	\$73.10	\$135.00

^{*} The minimum fee is based on the hourly rate of \$90.00 x 1.5 hours.

D. MULTIFAMILY CONSTRUCTION FEE CLASSIFICATION CHANGE

Pursuant to the FBC, multifamily construction is classified as commercial construction due to enhanced safety requirements. The plan review for a commercial building is complex and addresses a significant number of life, health and safety requirements including exiting, accessibility, type of construction, occupant loading, fire resistance ratings, sprinklers, fire alarms, exiting signage, fire separation, structural, energy and mechanical and electrical systems. While the current multifamily permit fees recover the costs involved with the plan review process, it is recommended that multifamily projects be specifically designated as a commercial fee calculation, which aligns with the FBC. MGT recommends the County include multifamily permit fees under the proposed commercial tier fee structure for this reason. It is also recommended that the 'valuation-based' method for determining multifamily plan review fees be converted to the 'flat fee' method as illustrated below.

Current and Recommended Fees for a \$2,300,000² Multifamily 17,000 sq. ft. Structure

		Current Fee		Recommended Fee	
		Cost per sq. ft.	Fee	Cost per sq. ft.	Fee
	Plan review ¹	Stated Valuation	\$281.97	\$0.46	\$7,820.00
Inspection Fees	Building	\$0.51	\$8,670.00	\$0.15	\$2,550.00
	Mechanical	\$0.10	\$1,700.00	\$0.07	\$1,190.00
	Electrical	\$0.12	\$2,040.00	\$0.11	\$1,870.00
	Plumbing	\$0.07	\$1,190.00	\$0.05	\$850.00
	Gas	\$0.05	\$850.00	\$0.02	\$340.00
	Total	\$0.85	\$14,731.97	\$0.86	\$14,620.00

Plans review was a portion of the building inspection fee.

Stated valuation of \$2,300,000 was calculated using ICC (International Code Council) Building Valuation Data (BVD).



E. THIRD PARTY "PRIVATE PROVIDER" REVIEW FEES

The current fee structure does not account for any reduction in plan review or inspections fees when a builder or owner decides to use a private provider. Leon County is required to calculate the applicant's cost savings based on the private provider's services, per § 553.791(2)(b). When a private provider is used, the County's cost for the level of services would be reduced since Leon County staff would not be performing all the required plan review and/or inspections typically associated with building construction. The State Statute still requires County involvement to process the permit, obtain required documentation, ensure the private provider has insurance for professional liability policy, perform inspections, enter the inspections into the permitting system, ensure the project is in compliance and that all required inspections have been completed and approved, and issue the Certificate of Occupancy or Completion. Therefore, it is recommended the private provider fee reduction be listed in the DSEM Building Permit Fee Schedule as 60 percent of the plans review and/or inspections permit fees, whichever is applicable. This would allow DSEM to recover 40 percent of the cost of services provided as mentioned. The reduction of 60 percent of the plans review and/or inspection fees is consistent with a reduction already included in §5-1.09 of Chapter 5 of the Leon County Code of Laws. Therefore, by accepting the recommendation, Leon County would be compliant with § 553.791(2)(b).

F. ESTABLISH A TECHNOLOGY FEE

The assessment of a technology fee in conjunction with a building permit fee is a common practice in Florida. As the building permit process has evolved from paper to digital, it has become necessary to maintain and upgrade software and technology on an ongoing basis. To assist with the financial aspect of these ongoing upgrades and maintenance, it is recommended that a technology fee be added into the building permit fee schedule. Typically, technology fees associated with building permits range from 2 to 4 percent. Based on technology fees established by MGT in other jurisdictions, it is recommended that Leon County establish a technology fee of 3 percent of the total building permit fee. Recent spending for significant technology upgrades was at 14 percent of the BPRI budget. As such, a technology fee of 3 percent of the BPRI budget is required to maintain the MIS support for minor improvements and future upgrades.

If the technology fee is deposited into its own fund, the funds would be exclusively dedicated for improving permitting technology. In addition, a technology fund would be a revolving fund, which would be difficult to tie to an average annual appropriation metric.

G. FEE MAINTENANCE

Building permit fees should be evaluated on an on-going basis to ensure the BPRI Division is recuperating the cost of services provided. Therefore, MGT recommends the County conduct a fee study every five years, which is common practice in Florida, in conjunction with using the CPI inflation adjustment to ensure building permit fees continue to recover associated costs.

H. FUND BALANCE

During the last several years, a surge of building activity resulted in an increase of local government building funds, which caused developers to question the excessive fund balance. In 2019 the legislature adopted § 553.80 that defines the maximum level of fund balance as the average of the last four years of the local building department's operating budget. The County is also required to report the fund balance annually on the County's website pursuant to. § 553.89(7).



MGT reviewed Leon County's average operating budget for the last four years and found Leon County in compliance with § 553.80. The current balance is at 51 percent of the allowable fund balance limit. MGT recommends that the Leon County Office of Financial Stewardship continue to review, on a quarterly basis, the fund balance to ensure the fund remains within the allowable limits as established by statute.

IV. APPENDIX

A. Introduction

B. Peer Group Results and Comparisons

Schedule 1 addresses new construction permits. It illustrates costs per square foot for:

- 1. Single-Family Residential: Plan Review and Inspection
- 2. Multifamily: Plan Review and Inspection
- 3. Commercial: Plan Review and Inspection (average fee of three commercial Tiers listed below):
 - Tier 1 (Storage, Factory, Industrial, and Utility): Plan Review and Inspection
 - Tier 2 (Business and Mercantile): Plan Review and Inspection
 - Tier 3 (Assembly, Educational Private, Institutional, and Hazardous): Plan Review and Inspection

Schedule 2 details minimum trade fees related to residential and commercial construction (e.g. building, mechanical, electrical, plumbing, or gas permits)

1. Minimum Permit Fee – Residential and Commercial

C. Fee Comparison Summary

Table 1-A: Permit Fee Comparison Summary – Leon County Current Fees Compared to Peer Average

Table I-B: Permit Fee Comparison Summary – Leon County Proposed Fees Compared to Peer Average



A. INTRODUCTION

MGT determined a list of permits, sample projects, and peers for comparison. The comparison of the selected jurisdictions illustrates their fees, but does not factor the workload, or similar complexity as is found in Leon County. Jurisdictions used for comparison are as follows:

- Alachua
- Bay
- Lake
- Manatee
- Osceola
- Sarasota
- St. Lucie
- City of Tallahassee

Note that with these comparisons of fees there are differences in funding, process, evaluation, and manpower that contribute to how each jurisdiction establishes their fee structure. Also, fees may not cover the same services. Some of the comparisons include whether the permit fee is calculated by construction valuation or square footage or counting different components. In addition, several jurisdictions receive supplemental funding through General Funds and are not entirely supported by a Special Revenue Fund. Specifically, Manatee, Sarasota and the City of Tallahassee are not self-supported through their local building permit funds. Leon County's building department, however, is self-supported through a Special Revenue Fund which is an account backed entirely by fees collected for building permits, inspections, and related services.

B. PEER GROUP RESULTS & COMPARISON

SCHEDULE I – PERMIT TYPE RESULTS & COMPARISON

Shows the amount charged by other jurisdictions for each of the example fees – single-family, multifamily and commercial. Fee amounts are rounded to the nearest dollar.



I. SINGLE-FAMILY CONSTRUCTION PROJECT

The graph below shows Leon County's proposed fees and fees charged by each jurisdiction for a new single-family building permit and associated inspections. The fee amounts were determined by the fee schedules, responses, and calculations used by each jurisdiction and project type.

New Single-Family Construction Permit Fee 2,500 s.f. \$371,000 valuation Includes Plan Review, Trade and Initial Inspection Fees \$2,847 \$3,000 \$2,703 \$2.294 \$1,975 \$2,000 \$1,696 \$1,557 \$1,582 \$1.418 \$1,022 \$1,000 \$0 Alachua Bay Lake Manatee Osceola Leon Sarasota St Lucie ■ Certificate of Occupancy Fee

FEE COMPARISON VS. LEON COUNTY PROPOSED:

The study recommends a slight reduction in the flat fees for new single-family construction from \$0.80 per square foot to \$0.79 per square foot. With this reduction, the permit fees for a typical single-family home of 2,500 square feet will decrease by \$25.00. St. Lucie County, like Leon County, includes the certificate of occupancy fee within the permit fees, which is represented in orange on the chart above. Certificate of occupancy fees for Leon County and St. Lucie County are \$90 and \$250, respectively. The average fee for the group for new single-family construction, not including the certificate of occupancy fee, is \$1,862. Leon County's proposed fees for new single-family construction, not including the certificate of occupancy, is \$1,885.

The stated building valuation of \$370,825 was calculated using ICC (International Code Council) Building Valuation Data (BVD) and is based on a 2,500 square foot home, which is the approximate average size home permitted in Leon County in 2021.

All of the above jurisdictions, except Leon and the City of Tallahassee (COT), assess minimum impact fees that range from \$2,800 - \$24,517. Impact fees are one-time fees assessed to developers which are typically due at the time of permitting — usually prior to issuance of the permit or a certificate of occupancy. The purpose of impact fees is to pay for the cost of growth and its impact on vital services and infrastructure. Impact fees add to the overall cost of construction in those jurisdictions where they are collected.

2. MULTI-FAMILY CONSTRUCTION PROJECT

The graph below shows Leon County's proposed fees and fees charged by each jurisdiction for a new multi-family building permit and associated inspections. The fee amounts were determined by the fee schedules, responses, and calculations used by each jurisdiction and project type.

New Multi-Family Construction Permit Fee 17,000 s.f. \$2,300,000 valuation Includes Plan Review, Trades and Initial Inspection Fees \$25,000 \$19,215 \$18,371 \$20,000 \$17,516 \$16,513 \$15,000 \$10,726 \$11,143 \$11,560 \$8,508 \$10,000 \$5,000 \$0 СОТ Alachua Sarasota Lake St Lucie Osceola ■ Certificate of Occupancy

FEE COMPARISON VS. LEON COUNTY PROPOSED:

A portion of the current multi-family permit fees (plan review) is calculated using building valuation. The study recommends that all of the multi-family permit fees be calculated using the same flat fee approach adopted for single-family, thus eliminating all valuation-based fees. Multi-family fees are proposed to be included under commercial tier category 2 since the Florida Building Code considers multi-family as commercial development. be included under the commercial tier categories. As proposed, a typical 17,000 square foot multi-family structure would see a reduction in permit fees of approximately \$112. St. Lucie County, like Leon County, includes the certificate of occupancy fee within the permit fees, which is represented in orange on the chart above. Certificate of occupancy fees for Leon County and St. Lucie County are \$90 and \$250, respectively. The average fee for the group for new multi-family construction of 17,000 square feet, not including the certificate of occupancy fee, is \$14,204. Leon County's proposed fees for a new 17,000 square foot multi-family structure, not including the certificate of occupancy, is \$14,530.

The stated building valuation of \$2,300,000 was calculated using ICC (International Code Council) Building Valuation Data (BVD) and is based on a 17,000 square foot multi-family structure which is a typical size apartment building.

All of the above jurisdictions, except Leon and the City of Tallahassee (COT), assess minimum impact fees that range from \$2,800 - \$24,517. Impact fees are one-time fees assessed to developers which are typically due at the time of permitting — usually prior to issuance of the permit or a certificate of occupancy. The purpose of impact fees is to pay for the cost of growth and its impact on vital services and infrastructure. Impact fees add to the overall cost of construction in those jurisdictions where they are collected.

3. COMMERCIAL CONSTRUCTION PROJECT

The graph below shows Leon County's proposed fees and fees charged by each jurisdiction for a new commercial building permit and associated inspections. Leon County's fee amount represents an average of the three commercial tiers. The fee amounts were determined by the fee schedules, responses, and calculations used by each jurisdiction and project type.

New Commercial Construction Permit Fee (Includes Initial Inspection Fee) 12,000 s.f. \$1,800,000 valuation \$20,000 \$14.514 \$15,300 \$9,600 \$10,191 \$10,567 \$7,124 \$6,927 \$10,000 \$4,864 \$0 Lake COT Leon (Tier 1 Sarasota Osceola Manatee Alachua Bay St Lucie & 3 Avg) ■ Certificate of Occupancy Fee

FEE COMPARISON VS. LEON COUNTY PROPOSED:

As proposed, more than 90% of all commercial permits (Tier 1, Tier 2, and Tier 3) will see a slight reduction or no increase in fees. The study recommends the fees for commercial permits be separated into four tiers to take into consideration the occupancy classifications of structures and the associated cost of services for plans review and inspection. An average of Tier 1 (Utility; Storage; Factory) and Tier 3 (Business; Mercantile) permit fees were included in the analysis above since they account for approximately 80% of all commercial permits reviewed by the county. Tier 2 (Multi-family) was isolated in a separate chart and analysis provided on the previous page. Tier 4 (Assembly, Educational, High-Hazard, Institutional) accounts for less than 2% of all permits and was not included in the commercial comparison. Other jurisdictions do not have separate fee categories for commercial permits with the exception of multi-family.

The study recommends that all of the commercial permit fees be calculated using the same flat fee approach adopted for single-family, thus eliminating all valuation-based fees. As proposed, a typical 12,000 square foot commercial structure would see a reduction in permit fees of approximately \$91. St. Lucie County, like Leon County, includes the certificate of occupancy fee within the permit fees, which is represented in orange on the chart above. Certificate of occupancy fees for Leon County and St. Lucie County are \$90 and \$500, respectively. The average fee for the group for new commercial construction of 12,000 square feet, not including the certificate of occupancy fee, is \$9,814. Leon County's proposed fees, not including the certificate of occupancy, is \$9,510.

The stated building valuation of \$1,800,000 was calculated using ICC (International Code Council) Building Valuation Data (BVD) and is based on a 12,000 square foot mercantile commercial structure which is a typical size for a general retail store.

All of the above jurisdictions, except Leon and the City of Tallahassee (COT), assess minimum impact fees that range from \$2,800 - \$24,517. Impact fees are one-time fees assessed to developers which are



typically due at the time of permitting — usually prior to issuance of the permit or a certificate of occupancy. The purpose of impact fees is to pay for the cost of growth and its impact on vital services and infrastructure. Impact fees add to the overall cost of construction in those jurisdictions where they are collected.

SCHEDULE II – MINIMUM PERMIT FEES

I. MINIMUM PERMIT FEE – RESIDENTIAL AND COMMERCIAL

Leon County does not currently have a minimum fee for residential or commercial building trade permits. All of the jurisdictions in the peer group study have some form of minimum base permit or application fee for the various trade permits. The study recommends Leon County establish a minimum building trade permit fee of \$135, which is the hourly rate (\$90) x 1.5 hours. This will ensure very small projects (e.g. small covered porch addition) will recover the cost of services associated with permit intake, plan review, and inspections.

In addition, Leon County currently has minimum fees for all other trade permits that vary (e.g. mechanical, plumbing, electrical, and gas). In addition to establishing a minimum building trade fee, the study recommends utilizing the same minimum fee of \$135 for all of five (5) trade permits. This will offer consistency and simplicity to applicants by using one (1) standard fee instead of five (5) different fees.

C. FEE COMPARISON SUMMARY

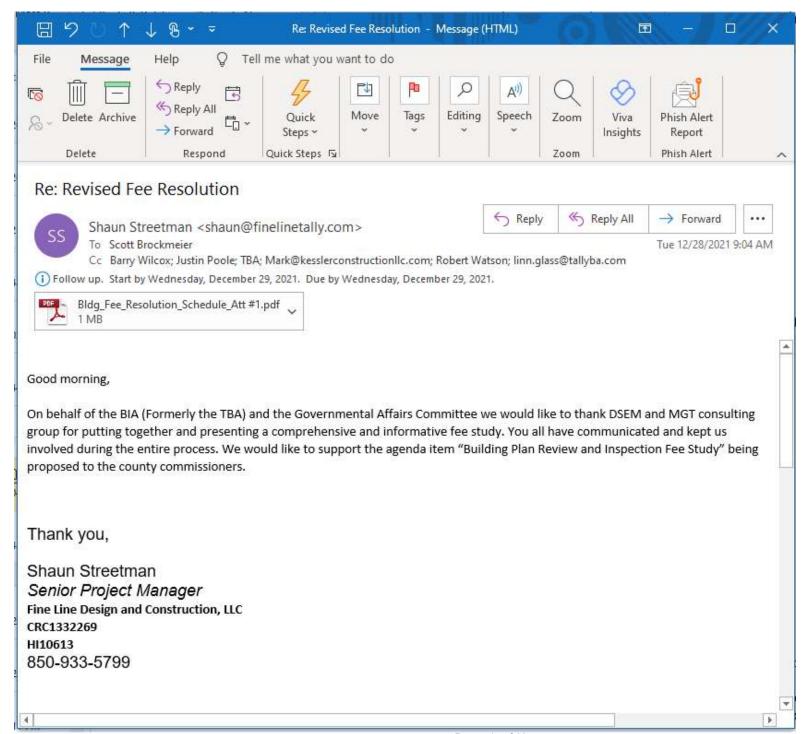
The tables below (I-A and I-B) list the current and proposed amounts charged by Leon County side-by-side with the average fee amount charged by the comparative jurisdictions. A column has also been added next to each average to highlight the percentage difference (% DIFF) between the amount charged by Leon County and the comparative counties. The fee for each project type by jurisdiction is detailed in Schedule 1.

TABLE I-A: PERMIT FEE COMPARISON SUMMARY LEON COUNTY CURRENT FEES COMPARED TO PEER AVERAGE

		N COUNTY RENT*	A	PEER VERAGE*	% DIFF
Single-Family Construction	\$	1,910	\$	1,859	+2.7%
ex. \$371,000 valuation; 2,500 sq. ft.					
Multi-Family Construction	\$	14,641	\$	14,163	+3.4%
ex. \$2,300,000 valuation; 17,000 sq. ft.					
Commercial Construction	\$	10,321	\$	9,853	+4.7%
ex. \$1,800,000 valuation; 12,000 sq. ft.					
Minimum Residential Building Permit	\$	0	\$	118	
Minimum Commercial Building Permit	\$	0	\$	210	
* For comparative purposes, certificate of occupanc Counties.	y fees	was not inclu	ided f	or Leon and S	t. Lucie

TABLE I-B: PERMIT FEE COMPARISON SUMMARY LEON COUNTY PROPOSED FEES COMPARED TO PEER AVERAGE

		N COUNTY POSED*	A۱	PEER VERAGE *	% DIFF
Single-Family Construction	\$	1,885	\$	1,859	+1.4%
ex. \$371,000 valuation; 2,500 sq. ft.					
Multi Family Construction		14.520	۲.	14162	.2.60
Multi-Family Construction	\$	14,530	\$	14,163	+2.6%
ex. \$2,300,000 valuation; 17,000 sq. ft.					
Commercial Construction	\$	9,510	\$	9,853	-3.6%
ex. \$1,800,000 valuation; 12,000 sq. ft.					
		105		440	4.4.40
Minimum Residential Building Permit	\$	135	\$	118	+14.4%
Minimum Commercial Building Permit	\$	135	\$	120	+12.5%
* For comparative purposes, certificate of occupancy fees was not included for Leon and St. Lucie Counties.					



Leon County Board of County Commissioners

Notes for Agenda Item #15

Leon County Board of County Commissioners

Agenda Item #15

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Chasity H. O'Steen, County Attorney

Title: Opioid Litigation Status Report and Consideration of the Opioid Litigation

Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. Settlement

Proposal and Participation Agreement

Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator

Statement of Issue:

This item seeks Board approval of the opioid litigation Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. Settlement Proposal and Participation Agreement.

Fiscal Impact:

This item has no current fiscal impact. However, a positive fiscal impact may occur if settlement is reached and allocated funds are distributed to the County.

Staff Recommendation:

Option #1: Approve the Opioid Litigation Status Report.

Option #2: Approve the opioid litigation Endo Health Solutions, Inc. and Endo

Pharmaceuticals, Inc. Settlement Proposal and Participation Agreement and

authorize the County Attorney to sign the Participation Agreement.

Title: Opioid Litigation Status Report and Consideration of the Opioid Litigation Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. Settlement Proposal and Participation Agreement

February 8, 2022

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Report and Discussion

Background:

The Board previously authorized the County to join the multidistrict opioid litigation (MDL) against opioid manufacturers, distributors, and retailers, and retain outside counsel. In June 2018, the County entered into a contract with outside counsel, Levin, Papantonio, P. A., and Parks Law, LLC, to represent the County in this matter. In 2020, the State of Florida, Office of the Attorney General (State), began to hold a series of meetings with Florida local governments to negotiate a unified plan for the proposed allocation and use of opioid settlement proceeds (Unified Florida Plan). The Memorandum of Understanding with the State (MOU) provides the framework of the Unified Florida Plan. On September 14, 2021, the Board approved the MOU and adopted Resolution No. R21-43 (Attachment #1).

The Board has considered and approved various proposed MDL settlements. On July 13, 2021, the Board approved the Purdue bankruptcy plan, and the County's approval was submitted on July 14, 2021. The Purdue bankruptcy plan was approved by the bankruptcy judge on September 1, 2021. However, the approval was appealed to the district court, which vacated the plan's approval. Subsequently, the bankruptcy judge ordered additional mediation and set a deadline of February 1, 2022 for completion. The district court ruled that Purdue could immediately appeal prior to mediation being completed, but Purdue has not appealed the decision to-date.

On September 14, 2021, the Board approved the Mallinckrodt Pharmaceuticals bankruptcy plan, and the County's approval was submitted to outside counsel on September 21, 2021. Closing arguments for the proposed bankruptcy plan were held in this matter on January 6, 2022. While there is broad support for the proposed bankruptcy plan in this matter, the plan was opposed by the state of Rhode Island as well as anti-trust Plaintiffs. Despite the opposition, the bankruptcy judge indicated he would rule quickly, and outside counsel expects any ruling issued to be appealed.

As part of the MDL as authorized by the Board on September 14, 2021, the County entered into participation agreements with the Big Three Distributor defendants (AmerisourceBergen, Cardinal Health, and McKesson), as well as Janssen/Johnson & Johnson. Outside counsel has been actively engaged in the settlement process, and the settling defendants have a current deadline of February 25, 2022, to review the number of participating local governments to determine if the number of government entities that have agreed to settlement is sufficient to move forward with settlement.

On October 12, 2021, the Board authorized the County Attorney to direct outside counsel to join the litigation against McKinsey and Company, Inc., and participation agreements were submitted on December 6, 2021.

Analysis:

Outside counsel has notified the County that Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. (collectively, "Endo"), are ready to settle litigation in Florida. The proposed

Title: Opioid Litigation Status Report and Consideration of the Opioid Litigation Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. Settlement Proposal and Participation Agreement

February 8, 2022

Page 3

Endo Settlement and Release (Attachment #2) in Florida is a lump-sum payment of \$65 million. Of the \$65 million settlement, nearly \$55 million will be available for restitution, and \$10 million will be available to compensate the lawyers who represent the state and participating local governments. Local governments are required to submit Subdivision Settlement Participation Agreements (Participation Agreements) within 30 days. At the expiration of the 30-day deadline, sufficient participation will be determined. Based on the previously adopted Unified Florida Plan, 15% of the remediation funds will be provided as direct payments to the participating local governments. Outside counsel has recommended approval of the Endo Settlement and Release. To effectuate the settlement, the County must sign and submit a Participation Agreement (Attachment #3) to outside counsel no later than February 19, 2022. If the County does not timely sign and return a Participation Agreement, the County will be deemed a Non-Joining Subdivision, and its share of remediation funds shall be returned to Endo.

Pursuant to the Endo Settlement Agreement and Release, if sufficient participation occurs within the 30-day deadline, subdivisions should receive their designated lump sum payment in or about April or May of 2022. For the reasons discussed in this item, approval of the Endo Settlement Agreement and Release and Participation Agreement is recommended.

Options:

- 1. Approve the Opioid Litigation Status Report.
- 2. Approve the opioid litigation Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. Settlement Proposal and Participation Agreement (Attachment #2) and authorize County Attorney, Chasity O'Steen, to sign the Participation Agreement.
- 3. Do not approve the Opioid Litigation Status Report.
- 4. Do not approve the opioid litigation Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. Settlement Proposal and Participation Agreement and do not authorize County Attorney, Chasity O'Steen, to sign the Participation Agreement.
- 5. Board direction.

Recommendation:

Options #1 and #2

Attachments:

- 1. Resolution No. R21-43
- 2. Endo Settlement and Release (excluding exhibits due to voluminous size)
- 3. Subdivision Settlement Participation Agreement

LEON COUNTY RESOLUTION NO. R21- 43

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AUTHORIZING LEON COUNTY, FLORIDA (HEREIN REFERRED TO AS "GOVERNMENTAL UNIT") TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN.

RECITALS

WHEREAS, the County has suffered harm from the opioid epidemic; and

WHEREAS, the County recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the County is a litigating participant in that action; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, County, and every other Florida city and county; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

Section 1.

 That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

1	Section 2.
2	
3	That this Governmental Unit hereby expresses its support of a unified plan for the allocation
4	and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as
5	Exhibit "A.".
6	
7	Section 3.
8	
9	That Leon County, Florida is hereby expressly authorized to execute the Florida Plan, in
10	substantially the form contained in Exhibit "A.".
11	
12	Section 4.
13	
14	That Leon County, Florida is hereby authorized to execute any formal agreements
15	implementing a unified plan for the allocation and use of opioid settlement proceeds that is not
16	substantially inconsistent with the Florida Plan and this Resolution.
17	
18	Section 5.
19	
20	That the Clerk be and hereby is instructed to record this Resolution in the appropriate record
21	book upon its adoption.
22	
23	Section 6.
24	
25	The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this
26	Resolution to the
27	
28	Florida Association of Counties
29	100 S. Monroe Street
30	Tallahassee, FL 32301
31	Attamass Canaval Ashlass Massles
32	Attorney General Ashley Moody
33	c/o John M. Guard
34	The Capitol, PL-01
35	Tallahassee, FL 32399-1050
36	Section 7
37	Section 7.

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This Resolution shall take effect immediately upon its adoption.

38 39

40 41

1	DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon Co	unty,
2	Florida, this 14th day of September, 2021.	
3		
4	LEON COUNTY, FLORIDA	
5		
6	1 hm	
7	By:	
8	Rick Minor, Chair	
9	Board of County Commissioners	
10		
11	ATTESTED BY:	
12	Gwendolyn Marshall, Clerk of Court	
13	& Comptroller, Leon County, Florida	
14		
15	(Swep of 91 apshall	
16	By:	
17		
18		
19	APPROVED AS TO FORM:	
20	Chasity H. O'Steen, County Attorney	
21	Leon County Attorney's Office	
22	Digitally classed by Chapter II	
23	Chasity H. Digitally signed by Chasity H. O'Steen	
24	By: O'Steen Date: 2021.09.16 12:54:46	

EXHIBIT "A" Page 1 of 9

PROPOSAL MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

- 1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.
- 2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.
- 3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

EXHIBIT "A" Page 2 of 9

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

- 4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.
- 5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.
- 6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.
- 7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.
- 8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
- 9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.
- 10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.
- 11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.
- 12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
- 13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.
- 14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

EXHIBIT "A" Page 3 of 9

- 15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.
- 16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.
- 17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.
 - 18. "State" shall mean the State of Florida.

B. Terms

- 1. **Only Abatement -** Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.
 - 2. Avoid Claw Back and Recoupment Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

EXHIBIT "A" Page 4 of 9

- 3. **Distribution Scheme** All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:
 - (a) <u>City/County Fund</u>- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
 - (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
 - (c) <u>State Fund</u> The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
 - (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

EXHIBIT "A" Page 5 of 9

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

- 5. Opioid Abatement Taskforce or Council The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.
 - (a) <u>Size</u> The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
 - (b) Appointments Local Governments Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
 - (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
 - (d) <u>Chair</u> The Attorney General or designee shall be the chair of the Taskforce or Council.
 - (e) Term Members will be appointed to serve a two-year term.

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- (f) <u>Support</u> DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) <u>Meetings</u> The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) <u>Conflict of Interest</u> All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.
- 6. **Administrative Costs-** The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.
- 7. **Negotiation of Non-Multistate Settlements** If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.
- 8. **Negotiation of Multistate or Local Government Settlements** To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

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members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

- 9. **Expense Fund** The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.
 - (a) <u>The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.</u>
 - (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government	Amount that shall be paid
Participation in the	into the Expense Fund
Settlement (by percentage of	from (and as a percentage
the population)	of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the

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first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years): \$1,000 Litigating Local Government Participation: 100% City/County Fund (over 10 to 18 years): \$150 Expense Fund (paid over 2 years): \$15 \$7.5 Amount Paid to Expense Fund in 1st year: Amount Paid to Expense Fund in 2nd year \$7.5 Amount that may be borrowed from Regional Fund in 1st year: \$7.5 Amount that may be borrowed from Regional Fund in 2nd year: \$7.5 Amount that must be paid back to Regional Fund in 3rd year: \$5 Amount that must be paid back to Regional Fund in 4th year: \$5 Amount that must be paid back to Regional Fund in 5th year: \$5

- (d) <u>Creation of and Jurisdiction over the Expense Fund</u>- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida*, *Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.
- 10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein

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with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.



SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into this 15th day of January 2022, among Endo, (defined below), the State of Florida and its Office of the Attorney General ("Plaintiff" or "State") (collectively, the "Settling Parties"), and State Outside Litigation Counsel (defined below) in the lawsuit captioned State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma, L.P., et al. (Case No. 2018-CA-001438) (Fla. Cir. Ct. Pasco County) (the "Florida AG Action"). This Settlement Agreement is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof (the "Settlement").

WHEREAS, Plaintiff filed its complaint in the Florida AG Action (i) alleging, among other things, that Endo, among others, violated Florida law by deceptively marketing opioid pain medications so as to overstate their efficacy and downplay the associated risk of addiction, which resulted in a public nuisance in Florida; (ii) alleging that Endo, among others, violated the law by failing to monitor, report and not ship allegedly suspicious orders of opioid pain medications; (iii) alleging that Endo, among others, violated Fla. Stat. § 895.03(3), (4); and (iv) asserting Claims (as defined below) for damages, equitable abatement, civil penalties, attorneys' fees and reimbursed litigation costs, and other relief;

WHEREAS, Plaintiff brought the Florida AG Action in its sovereign capacity as the people's attorney in order to protect the public interest, including the interests of the State of Florida, its governmental subdivisions and its citizens;

WHEREAS, numerous <u>Litigating Subdivisions</u> (defined below) have filed <u>Actions</u> (defined below) in various forums against Endo, among others, raising Claims or allegations concerning, related to, based upon, or in connection with the <u>Covered Conduct</u> (defined below) and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action;

WHEREAS, there are numerous <u>Subdivisions</u> (defined below) that are not Litigating Subdivisions ("<u>Non-Litigating Subdivisions</u>") that could seek to file additional Actions raising Claims or allegations concerning, related to, based upon, or in connection with the Covered Conduct and seeking relief that overlaps in whole or in part with the relief sought in the Florida AG Action and the Actions filed by Litigating Subdivisions;

WHEREAS, Endo (i) denies each and all of the Claims and allegations of wrongdoing made by Plaintiff in the Florida AG Action and by the Litigating Subdivisions in each of the Actions and maintains that it has meritorious defenses; (ii) denies all assertions of wrongdoing or liability against Endo arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Florida AG Action or in other Actions already brought by Litigating Subdivisions or that could be brought by such plaintiffs or by Non-Litigating Subdivisions, and contends that the factual allegations made in the Florida AG Action and the Litigating Subdivisions' Actions relating to Endo are false and materially inaccurate; (iii) denies that Plaintiff, or any Litigating Subdivision, or any other Subdivision, or any Florida resident, was harmed by any conduct of Endo alleged in the Florida AG Action, the Litigating Subdivisions' Actions, or otherwise; (iv) denies liability, expressly denies any wrongdoing, and denies it violated any federal or state statute or common law; and (v) maintains that Endo would be able to successfully defend against Plaintiff's Claims and allegations at trial, that the facts do not support the allegations, that Endo engaged in no misconduct or unlawful activity, and caused no harm to Plaintiff or to the Litigating Subdivisions, other Subdivisions, or any Florida residents;

WHEREAS, the Parties have investigated the facts and analyzed the relevant legal issues regarding the Claims and defenses that have been or could have been asserted in the Florida AG Action and any other Actions;

WHEREAS, the Parties have each considered the costs and delays and uncertainty associated with the continued prosecution and defense of the Florida AG Action and the other Actions;

WHEREAS, the Parties believe the Settlement set forth herein avoids the uncertainties of litigation and assures that the benefits reflected herein are obtained;

WHEREAS, Plaintiff has concluded that the terms of the Settlement are fair, reasonable and adequate and in the best interest of Plaintiff and all Subdivisions and Florida citizens and residents:

WHEREAS, Plaintiff has determined that continuation or commencement of Actions against Endo by Litigating Subdivisions or other Subdivisions would unduly interfere with Plaintiff's litigation authority to bring and resolve litigation in which the State has an interest and frustrate Plaintiff's efforts to obtain a favorable settlement;

WHEREAS, the Parties agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be a concession as to any Claim, an admission, evidence of any violation of any statute or law, evidence of any liability or wrongdoing by Endo, or evidence of the truth of any of the Claims, allegations, denials, or defenses made in the Florida AG Action or the Litigating Subdivisions' Actions; and

WHEREAS, arm's-length settlement negotiations have taken place over the course of several weeks between Endo and Plaintiff;

WHEREAS, Plaintiff views prompt settlement on the terms enclosed herein to be in the public interest and crucial to the State of Florida and its citizens; recognizes that Subdivisions may, notwithstanding their willingness to sign on to this settlement, wish to reserve the right to challenge the Attorney General's authority to bind them in other litigation that does not arise out of or relate to the Covered Conduct; and represents that Plaintiff shall not use those Subdivisions' acceptance

of the terms of this Settlement as precedent in any litigation matter that does not arise out of or relate to the Covered Conduct;

NOW, THEREFORE, IT IS HEREBY AGREED by and between Plaintiff and Endo, by and through their respective counsel, as follows:

- **A. Definitions.** As used in this Agreement, the following capitalized terms have the meanings specified below.
 - (a) "<u>Actions</u>" means the Florida AG Action and any lawsuit by a Subdivision asserting any Released Claim against any Releasee.
 - (b) "<u>Agreement</u>," "<u>Settlement</u>" or "<u>Settlement Agreement</u>" means this Settlement Agreement, together with any exhibits attached hereto, which are incorporated herein by reference.
 - (c) "<u>Bankruptcy Code</u>" means Title 11 of the United States Code, 11 U.S.C. § 101, et seq.
 - (d) "Bar" means either: (1) a law barring all Subdivisions in the State of Florida from maintaining Released Claims against Releasees (either through a direct bar or through a grant of authority to release Claims and the exercise of such authority in full) or (2) a ruling by the Florida Supreme Court (or a District Court of Appeal if a decision is not subject to further review by the Florida Supreme Court) setting forth the general principle that Subdivisions in the State of Florida may not maintain any Released Claims against Releasees, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Releasee (apart from the payments by Endo contemplated under this Agreement) shall not constitute a Bar.
 - (e) "Claim" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees,

fines, penalties, expenses, costs or any other legal, equitable, civil, administrative or regulatory remedy whatsoever.

- (f) "<u>Claim-Over</u>" means a Claim asserted by any entity that is not a Releasor against a Releasee on the basis of contribution, indemnity, or other claim-over on any theory relating to Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) asserted by a Releasor.
- (g) "<u>Consent Judgment</u>" means a consent decree, order, judgment, or similar action; in connection with this Agreement, the Parties have agreed to the entry of the Consent Judgment attached hereto as <u>Exhibit H</u>, which provides for the release set forth below and the dismissal with prejudice of any Released Claims that the State of Florida Office of the Attorney General has brought against Releasees, on the terms and conditions specified herein.
- (h) "Court" means the Sixth Judicial Circuit Court in and for Pasco County, State of Florida.
- (i) "Covered Conduct" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Effective Date of the Release (and any past, present or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) arising from or relating in any way to: (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Releasee; (4) the purchasing, selling, acquiring, disposing of, importing, exporting, applying for quota for, procuring quota for, handling, processing, packaging, supplying, distributing, converting, or otherwise engaging in any activity relating to, precursor or component Products, including, but not limited to, natural, synthetic, semi-synthetic, or chemical raw materials, starting materials, active pharmaceutical ingredients, drug substances or any related intermediate Products; and (5) diversion control programs or suspicious order monitoring.
- (j) "<u>Effective Date of the Agreement</u>" means 3 business days after the Initial Participation Date, provided that either a Bar exists or a sufficient number of Subdivisions have become Participating Subdivisions by the Initial Participation Date. The Parties may alter the Effective Date of the Agreement by mutual written agreement.
- (k) "<u>Effective Date of the Release</u>" means the date on which the Court enters the Consent Judgment.

- (l) "Endo" means Endo Health Solutions Inc. and Endo Pharmaceuticals Inc.
- (m) "Execution Date" means the date on which this Agreement is executed by the last party to do so.
- (n) "<u>Initial Participation Date</u>" means the date by which Litigating Subdivisions must join to become initial Participating Subdivisions. The Initial Participation Date shall be 30 days after the Execution Date. The Parties may alter the Initial Participation Date by mutual written agreement.
- (o) "<u>Litigating Subdivision</u>" means a Subdivision (or Subdivision official) that has brought any Released Claim against any Releasees on or before December 31, 2021, including, but not limited to, the agreed list of Litigating Subdivisions set forth in <u>Exhibit</u> A.
- (p) "<u>Litigation Costs</u>" means attorneys' fees and investigative and litigation costs and expenses incurred in connection with Claims asserted against any Releasee in the Florida AG Action or any Litigating Subdivision's Action.
- (q) "<u>Non-Joining Subdivision</u>" means any Litigating Subdivision or Principal Subdivision that does not execute a subdivision settlement participation form attached as <u>Exhibit D</u> by the Post Effective Date Sign-on Deadline.
- (r) "<u>Non-Litigating Subdivision</u>" means a Subdivision that is not a Litigating Subdivision.
- (s) "<u>Non-Participating Subdivision</u>" means a Subdivision that is not or is not yet a Participating Subdivision.
- (t) "Opioid Remediation" means care, treatment and other programs and expenditures (including reimbursement for past such programs or expenditures, except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit C provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.¹
- (u) "<u>Participating Subdivision</u>" means any Subdivision that executes a subdivision settlement participation form attached as <u>Exhibit D</u>.
- (v) "Parties" and "Settling Parties" means Endo and Plaintiff, with each being a "Party" and "Settling Party."

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¹ Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person.

- (w) "<u>Post-Effective Date Sign-on Deadline</u>" means the deadline for Subdivisions to execute a subdivision settlement participation form attached as <u>Exhibit D</u>, which shall be 150 days after the Effective Date of the Agreement.
- (x) "<u>Principal Subdivision</u>" means: (1) a County, regardless of population; or (2) a Subdivision that is not a County, but is a General Purpose Government entity (including a municipality, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government) with a population of more than 10,000, including, but not limited to, the agreed list of Principal Subdivisions attached hereto as Exhibit B.
- "Product" means any chemical substance, whether used for medicinal or (y) non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of chemical substances prescribed, sold, bought or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this definition prohibits a Releasor from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triozolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, provided such action does not seek money (including abatement and/or remediation) for conduct prior to the Execution Date.
- (z) "Qualified Settlement Fund" means the Florida Qualified Settlement Fund contemplated by this Agreement, into which all payments by Endo shall be made and which shall be established under the authority and jurisdiction of the Court and which shall be a "qualified settlement fund" within the meaning of 26 C.F.R. § 1.468B-1.
- (aa) "Qualified Settlement Fund Administrator" means the Administrator appointed to administer the Qualified Settlement Fund under the authority and jurisdiction of the Court. The duties of the Qualified Settlement Fund Administrator shall be governed by this Agreement. The identity of the Qualified Settlement Fund Administrator and a detailed description of the Qualified Settlement Fund Administrator's duties and responsibilities, including a detailed mechanism for paying the Qualified Settlement Fund Administrator's fees and costs, will be set forth in a separate document to be prepared by the Parties and filed with the Court to establish the fund and be attached later to this Agreement as Exhibit E.
- (bb) "Released Claims" means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Effective Date of the Release. Without limiting the foregoing, Released Claims

include any Claims that have been asserted against the Releasees by Plaintiff or any Litigating Subdivision in any federal, state or local Action or proceeding (whether judicial, arbitral or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those Actions or in any comparable Action or proceeding brought by Plaintiff, any of its Subdivisions, or any Releasor (whether or not such State, Subdivision, or Releasor has brought such Action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such Claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals for damages for any alleged personal injuries arising out of their own use of any Product. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought or maintained by any Subdivision in the future that would have been Released Claims if they had been brought by a Releasor against a Releasee.

- (cc) "Releasees" means: (i) Endo Health Solutions Inc.; (ii) Endo Pharmaceuticals Inc.; (iii) all of their respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns and insurers (in their capacity as such), including, but not limited to, Par Pharmaceutical, Inc., Par Pharmaceutical Companies, Inc., and Endo International plc; and (iv) the past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, employees, agents, attorneys and insurers of each of the foregoing entities and persons referenced in clauses (i) through (iii) above for actions or omissions that occurred during and related to their work for, or employment with, any of the foregoing entities with respect to the Released Claims.
- "Releasors" means with respect to Released Claims: (1) the State; (2) each (dd) Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each of the State, the Florida Attorney General and/or Participating Subdivision to release Claims, (a) the State of Florida's and each Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and any person in his or her official capacity, whether elected or appointed to lead or serve any of the foregoing, and any agency, person or entity claiming by or through any of the foregoing; (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other special districts in the State of Florida, and (c) any person or entity acting in a parens patriae, sovereign, quasi-sovereign, private attorney general, qui tam, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to the State of Florida or any Subdivision in the State of Florida, whether or not any of them participates in this Agreement. Nothing in this definition shall be construed to limit the definition of "Subdivision" in subsection A(gg) below. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide a subdivision settlement participation form (attached as Exhibit D) providing for a release to the fullest extent of the Participating Subdivision's authority, an executed copy of which shall be attached as an exhibit to and deemed to be a part of this Agreement.

- (ee) "State Outside Litigation Counsel" means Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C.; Drake Martin Law Firm, LLC; Harrison Rivard Duncan & Buzzett, Chartered; Newsome Melton, P.A.; and Curry Law Group, P.A.
- (ff) "<u>State-Subdivision Agreement</u>" means a separate agreement among Plaintiff and all Participating Subdivisions providing for an allocation of, among other things, the Remediation Payment (defined below). The State-Subdivision Agreement is attached hereto as Exhibit I.
- "Subdivision" means (1) any General Purpose Government entity (gg) (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, nonfunctioning governmental units and public institutions) that has filed or could file a lawsuit that includes a Released Claim against a Releasee in a direct, parens patriae, or any other capacity. "General Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State's Subdivisions or to a Subdivision "in," "of," or "within" a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State.

B. Release and Dismissals in the Florida AG Action and other Actions.

1. It is the intention of the Settling Parties to fully and finally resolve all Released Claims that have been or could be brought against the Releasees by Plaintiff or any Subdivision with respect to the Covered Conduct, and that the release of such Claims does not affect Plaintiff's or the Subdivisions' Claims as to any other defendant. Plaintiff represents and warrants that it will use its best efforts to obtain a consensual release of any and all Claims involving Covered Conduct that Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Regardless whether such consensual release is obtained, Plaintiff represents and warrants under this Agreement that it is exercising its authority under law to release any and all Claims involving Covered Conduct that

Plaintiff and all Subdivisions, including any Litigating Subdivision or Non-Litigating Subdivision, have asserted or could assert against the Releasees. Plaintiff further represents and warrants that it will use all available authority to bind, and under this Agreement is exercising such authority to bind, Plaintiff and all Subdivisions, including all Litigating Subdivisions and Non-Litigating Subdivisions, regardless of whether they become Participating Subdivisions or Non-Joining Subdivisions, to the terms of this Agreement.

- 2. In addition to the general release and dismissal to be provided by Plaintiff set forth in Sections D & E, Plaintiff will deliver to Endo signed agreements from: (a) each Subdivision that executes a signed agreement by the Initial Participation Date; and (b) each Subdivision that executes a signed agreement by the Post-Effective Date Sign-on Deadline (i.e., within 150 days following the Effective Date of the Agreement). Such agreements shall include: (a) the Subdivision's acceptance of the terms and conditions of this Agreement by signing the subdivision settlement participation form attached as Exhibit D; (b) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to implement an immediate cessation of any and all litigation activities relating to such Litigating Subdivision's Action as to all Releasees; (c) in the case of a Litigating Subdivision, an agreement that Plaintiff may represent that the Litigating Subdivision supports the Consent Judgment to be entered in accordance with Section F below; and (d) in the case of a Litigating Subdivision, such Litigating Subdivision's agreement to file, within the later of seven (7) days of the Effective Date of the Release, or seven (7) days of signing the subdivision settlement participation form, a notice or stipulation of voluntary dismissal with prejudice of any and all Released Claims asserted by the Litigating Subdivision against the Releasees, with each party to bear its own costs.
- 3. Between the Execution Date and the Initial Participation Date, Plaintiff agrees to furnish to Endo a report listing the Subdivisions that have executed the signed agreements

described in Section B.2 and copies of such signed agreements on a weekly basis. Plaintiff further agrees to furnish to Endo no later than noon Eastern Time on the day after the Initial Participation Date and a final report listing the Subdivisions that have executed the signed agreements described in Section B.2 by the Initial Participation Date and copies of all such signed agreements. After the Initial Participation Date, the parties shall confer and establish a schedule for the regular provision of such reports and copies of signed agreements.

- 4. Plaintiff represents and warrants that, if any Action remains pending against one or more Releasees after the Effective Date of the Agreement or is filed by a Subdivision against any Releasee on or after the Execution Date, Plaintiff will seek to obtain dismissal of such Action as to such Releasees as soon as reasonably possible. Depending on facts and circumstances, Plaintiff may seek dismissal, among other ways, by intervening in such Action to move to dismiss or otherwise terminate the Subdivision's Claims in the Action or by commencing a declaratory judgment or other action that establishes a Bar to the Subdivision's Claims and Action. For avoidance of doubt, Plaintiff will seek dismissal of an Action under this paragraph regardless whether the Subdivision in such Action is a Participating Subdivision.
- 5. In the event that the actions required of Plaintiff in Section B.4 fail to secure the prompt dismissal or termination of any Action by any Subdivision against any Releasee, Plaintiff shall seek enactment of a legislative Bar as defined in Section A(d)(1) and will endeavor to achieve enactment as soon as is practicable. Participating Subdivisions agree not to oppose any effort by Plaintiff to achieve enactment of a legislative Bar.
- 6. Plaintiff further represents and warrants that no portion of the Remediation Payment or the Litigation Costs Payments will be distributed to or used for the benefit of any Subdivision unless and until Plaintiff has delivered to Endo a signed agreement from such Subdivision providing for the Subdivision's acceptance of the terms and conditions of this

Agreement, including its express agreement to be bound by the irrevocable releases set forth in Section D below.

C. Settlement Consideration.

1. Remediation Payment and Litigation Costs Payments.

- (a) On or before the later of (a) seven (7) days after the Effective Date of the Release, or (b) seven (7) days after (i) the Qualified Settlement Fund has been established under the authority and jurisdiction of the Court, and (ii) Endo has received a W-9 and wire instructions for the Qualified Settlement Fund, Endo Pharmaceuticals Inc. shall pay into the Qualified Settlement Fund the sum of sixty-five million dollars (\$65,000,000), consisting of (a) fifty-five million dollars (\$55,000,000) for opioid remediation (the "Remediation Payment"), to be allocated in accordance with subsection C.3 below; (b) five million dollars (\$5,000,000) to be available to reimburse the State's Litigation Costs in accordance with subsection C.1(c) below (the "State Litigation Cost Payment"); and (c) five million dollars (\$5,000,000) to be available to reimburse the Litigation Costs of Litigating Subdivisions in accordance with subsection C.1(b) below (the "Litigating Subdivision Litigation Cost Payment"). The State Litigation Cost Payment and the Litigating Subdivision Cost Payment shall collectively be referred to herein as the "Litigation Costs Payments." The Qualified Settlement Fund Administrator shall allocate each of the Remediation Payment, the State Litigation Cost Payment, and the Litigating Subdivision Litigation Cost Payment into separate sub-funds within the Qualified Settlement Fund. Release of the Remediation Payment and the Litigation Costs Payments from the Qualified Settlement Fund shall be subject to the conditions specified below.
- (b) An agreement on the handling of Litigating Subdivision Litigation Costs is attached as Exhibit G and incorporated herein by reference. The Litigating Subdivision Litigation Cost Payment is to be available to reimburse counsel for Litigating Subdivisions that become Participating Subdivisions and who waive any other right(s) they may have to compensation in connection with this Settlement for reasonable Litigation Costs incurred in connection with their Claims against Releasees.
 - (1) The Qualified Settlement Fund Administrator shall allow eligible counsel reimbursement for reasonable Litigation Costs as provided in Exhibit G. Such Litigation Costs shall be divided among Participating Subdivisions as provided in Exhibit G under the jurisdiction and authority of the Court. Any amount remaining in the Litigation Subdivision Litigation Costs Payment sub-fund after such allocation shall be returned to Endo.
 - (2) No funds may be used to compensate Litigation Costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions, or Litigation Costs arising out of representation of any such Subdivision.

- (3) No attorney for any Litigating Subdivision may receive any share of the Litigating Subdivision Litigation Cost Payment unless the following eligibility requirements are met and certified by the attorney:
 - i. The attorney must represent that s/he has no present intent to represent or participate in the representation of any Subdivision or any Releasor with respect to the litigation of any Released Claims against any Releasees.
 - ii. The attorney must represent that s/he will not charge or accept any referral fees for any Released Claims asserted or maintained against Releasees by any Subdivision or any Releasor.
 - iii. The attorney may not have, and must represent that s/he does not have, a claim for fees, costs or expenses related to the litigation of any Released Claims against any Releasees by any Subdivision or any Releasor after December 31, 2021.
 - iv. Notwithstanding the foregoing, nothing in this subsection C.1(b)(3) is intended to operate as a "restriction" on the right of any attorney to practice law within the meaning of Rule 5.6(b) of the Florida Rules of Professional Conduct or any equivalent provision of any other jurisdiction's rules of professional conduct.
- (c) Plaintiff shall file in the Court a motion for the State's Litigation Costs up to \$5,000,000. Endo shall not oppose the motion so long as the State does not seek more than \$5,000,000 in Litigation Costs. If any amount of the \$5,000,000 is not awarded by the Court, that amount shall be returned to Endo. As set forth in Section C.2 below, in the event the Court awards the State Litigation Costs in excess of \$5,000,000, the Releasees shall have no obligation to pay any amount in excess of the State Litigation Cost Payment.
- 2. No Other Payments by Releasees as to Covered Conduct, Released Claims, the Florida AG Action, Other Actions, Plaintiff, Subdivisions or State Outside Litigation Counsel or Litigation Costs. Other than the Remediation Payment and the Litigation Costs Payments by Endo Pharmaceuticals Inc. referenced in Section C.1(a), none of the Releasees shall have any obligation to make any further or additional payments in connection with Claims for Covered Conduct or Litigation Costs or this Settlement.

3. Apportionment of the Remediation Payment.

- (a) It is the intent of the Parties that the Remediation Payment in Section C.1(a) be used exclusively for Opioid Remediation.
- (b) In accordance with the State-Subdivision Agreement in <u>Exhibit I</u>, the Remediation Payment shall be allocated by the Qualified Settlement Fund Administrator into three sub-funds: an Abatement Accounts Sub-Fund (also known as a regional fund), a State Sub-Fund, and a Subdivision Sub-Fund to be allocated to the Abatement Accounts Sub-Fund or to another Participating Subdivision.
- (c) A detailed mechanism consistent with the foregoing for a Qualified Settlement Fund Administrator to follow in allocating, apportioning and distributing payments that will be filed with the Court and later attached as <u>Exhibit J</u>.
- (d) Endo shall have no duty, liability, or influence of any kind with respect to the apportionment and use of the Remediation Payment by the Qualified Settlement Fund Administrator. Plaintiff specifically represents, however, that any such apportionment and use by the Qualified Settlement Fund Administrator shall be made in accordance with all applicable laws.
- 4. **Release of the State Fund.** Within a reasonable period after the Effective Date of the Agreement or otherwise as ordered by the Court, the Qualified Settlement Fund Administrator shall release the State Fund to Plaintiff.
- 5. Subdivision Payments to Subdivisions that Become Participating Subdivisions
 Prior to the Initial Participation Date. A Participating Subdivision that (a) completes a subdivision settlement participation form prior to the Initial Participation Date, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Effective Date of the Agreement.
- 6. Subdivision Payments to Subdivisions that Become Participating Subdivisions

 After the Initial Participation Date. A Participating Subdivision that (a) completes a subdivision settlement participation form after the Initial Participation Date and by no later than the Post-

Effective Date Sign-on Deadline, (b) joins the Florida Opioid Allocation and Statewide Response Agreement (Exhibit I), and (c) in the case of a Litigating Subdivision, dismisses with prejudice any and all Released Claims asserted by the Litigating Subdivision against the Releasees shall be eligible to receive payment of a share of the Remediation Payment within a reasonable period after the Post-Effective Date Sign-on Deadline.

- 7. Reversion to Endo of Amounts Forfeited by Non-Joining Subdivisions. Any Litigating Subdivision or Principal Subdivision that does not sign a participation agreement by the Post-Effective Date Sign-on Deadline will be deemed a Non-Joining Subdivision. At Endo's request to the Qualified Settlement Fund Administrator, any Non-Joining Subdivision's share of the Remediation Payment (and to the extent any such subdivision is a Litigating Subdivision the Litigation Cost Payments) shall be returned to Endo within a reasonable time after the Post-Effective Date Sign-on Deadline.
- 8. **Agreement Null and Void if the Agreement Does Not Become Effective.** In the event that the Effective Date of the Agreement does not occur and the Parties fail to agree to extend the Effective Date of the Agreement, the Agreement shall be null and void.
- 9. **Use of Evidence at Trial in the Florida AG Action.** Plaintiff agrees that none of the Releasees will be a defendant in any trial of the Florida AG Action, that no Releasee will be subpoenaed or called to testify by Plaintiff in any trial of the Florida AG Action and that any evidence that references the Releasees or the Products will be used solely against other defendants in the Florida AG Action.
- 10. Verdict Form. Plaintiff agrees that it will not seek to have any of the Releasees included on the verdict form in any trial related to the Florida AG Action and will oppose the efforts of any other party in the Florida AG Action to include any of the Releasees on the verdict form.

11. Injunctive Relief. As part of the Consent Judgment to be entered in accordance with Section F below, the Parties agree to the entry of injunctive relief terms attached in Exhibit F.

D. Settlement of Claims and General Release.

- 1. **Scope.** On the Effective Date of the Release, Plaintiff and each Releasor shall be deemed to have fully, finally and forever released all Releasees from all Released Claims. Plaintiff, on behalf of itself and all other Releasors (whether or not they have signed this Agreement or the subdivision settlement participation form in Exhibit D), hereby absolutely, unconditionally and irrevocably covenants not to bring, file, or claim, or to cause, assist, or permit to be brought, filed, or claimed, any Released Claims of any type in any forum whatsoever against Releasees. For the avoidance of doubt, Plaintiff agrees that this Settlement Agreement and the releases contained herein shall fully and completely resolve any past, present or future liability that any Releasee may have arising from, relating to or based on the Covered Conduct occurring prior to the Effective Date of the Release, whether in the Actions or otherwise. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any and all Released Claims. This Settlement Agreement is, will constitute, and may be pleaded as a complete bar to any Released Claim asserted against Releasees, whether against Plaintiff, any Participating Subdivision, or any other Subdivision, including any Non-Joining Subdivision.
- 2. General Release. In connection with the releases provided pursuant to this Settlement Agreement, Plaintiff, on behalf of itself and all other Releasors referenced in Section D.1, expressly waives, releases and forever discharges any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle

of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those that he, she, or it knows or believes to be true with respect to the Released Claims, but Plaintiff, on behalf of itself and all other Releasors, hereby expressly waives and fully, finally and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims against the Releasees that may exist as of this date but which they do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Settlement Agreement.

3. Claim-Over and Non-Party Settlement.

- (a) Statement of Intent. It is the intent of the Parties that:
 - (1) The Remediation Payment and Litigation Cost Payments made under this Agreement shall be the sole payments made by the Releasees to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee);
 - (2) Claims by Releasors against non-Parties should not result in additional payments by Releasees, whether through contribution, indemnification or any other means; and
 - (3) The Settlement effects a good faith "release and covenant not to sue" within the meaning of Florida Statute § 768.31(5) and meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine, including, but not limited to, Fla. Stat. § 768.31(5), that reduces or discharges a released party's liability to any other parties, such that Releasees are discharged from all liability for contribution to any other alleged tortfeasor in the Florida AG Action and in any other Action, whenever filed.

- (4) The provisions of this Section D.3 are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
- (b) No Releasee shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Releasee shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Releasee from recovering amounts owed pursuant to insurance contracts.
- To the extent that, on or after the Effective Date of the Agreement, any (c) Releasor settles any Claims arising out of or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Releasee) ("Non-Party Covered Conduct Claims") it may have against any entity that is not a Releasee (a "Non-Released Entity") that is, as of the Effective Date of the Agreement, a defendant in the Florida AG Action or any other Action and provides a release to such Non-Released Entity (a "Non-Party Settlement"), including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on seeking contribution or indemnity of any kind from Releasees substantially equivalent to that required from Endo in subsection D.3(b) (except limited to such claims against Releasees), or a release from such Non-Released Entity in favor of the Releasees (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to seek to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
- (d) Claim-Over. In the event that any Releasor obtains a judgment with respect to a Non-Party Covered Conduct Claim against a Non-Released Entity that does not contain a prohibition like that in subsection D.3(b), or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection D.3(c), and such Non-Released Entity asserts a Claim-Over against a Releasee, Endo and that Releasor shall meet and confer concerning any additional appropriate means by which to ensure that Releasees are not required to make any payment with respect to Covered Conduct (beyond the amounts that will already have been paid by Endo under this Settlement Agreement).
- (e) In no event shall a Releasor be required to reduce the amount of a settlement or judgment against a Non-Released Entity in order to prevent additional payments by Releasees, whether through contribution, indemnification, or any other means.
- 4. **Cooperation.** Releasors, including Plaintiff and Participating Subdivisions, agree that they will not publicly or privately encourage any other Releasor to bring or maintain any

Released Claim. Plaintiff further agrees that it will cooperate in good faith with the Releasees to secure the prompt dismissal of any and all Released Claims.

- E. Cessation of Litigation Activities. It is the Parties' intent that all litigation activities in the Florida AG Action relating to Released Claims against the Releasees shall immediately cease as of the Execution Date. Within seven (7) days after the Execution Date, Plaintiff agrees to take all steps reasonably necessary to implement the prompt cessation of such litigation activities, including by, for example, jointly requesting a severance of Endo from any trial in the Florida AG Action and/or a stay of further proceedings against Endo pending the implementation of this Settlement.
- **F.** Entry of Consent Judgment Providing for Dismissal of All Claims Against Endo in the Florida AG Action with Prejudice. As soon as practicable following the Effective Date of the Agreement, Plaintiff shall file in the Court a Consent Judgment substantially in the form of Exhibit H, including a dismissal of the Florida AG Action with prejudice. Notwithstanding the foregoing, the Consent Judgment shall provide that the Court shall retain jurisdiction for purposes of enforcing compliance with the injunctive terms set forth in Exhibit F. The parties shall confer and agree as to the final form and time of filing prior to filing of the Consent Judgment.
- G. No Admission of Liability. The Settling Parties intend the Settlement as described herein to be a final and complete resolution of all disputes between Endo and Plaintiff and between Endo and all Releasors. Endo is entering into this Settlement Agreement solely for the purposes of settlement, to resolve the Florida AG Action and all Actions and Released Claims and thereby avoid significant expense, inconvenience and uncertainty. Endo denies the allegations in the Florida AG Action and the other Actions and denies any civil or criminal liability in the Florida AG Action and the other Actions. Nothing contained herein may be taken as or deemed to be an admission or concession by Endo of: (i) any violation of any law, regulation, or ordinance; (ii)

any fault, liability, or wrongdoing; (iii) the strength or weakness of any Claim or defense or allegation made in the Florida AG Action, in any other Action, or in any other past, present or future proceeding relating to any Covered Conduct or any Product; or (iv) any other matter of fact or law. Nothing in this Settlement Agreement shall be construed or used to prohibit any Releasee from engaging in the manufacture, marketing, licensing, distribution or sale of branded or generic opioid medications or any other Product in accordance with applicable laws and regulations.

H. Miscellaneous Provisions.

- 1. Use of Agreement as Evidence. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement: (i) is or may be deemed to be or may be used as an admission or evidence relating to any matter of fact or law alleged in the Florida AG Action or the other Actions, the strength or weakness of any claim or defense or allegation made in those cases, or any wrongdoing, fault, or liability of any Releasees; or (ii) is or may be deemed to be or may be used as an admission or evidence relating to any liability, fault or omission of Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of this Agreement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Releasees may file this Agreement in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or to support a claim for contribution and/or indemnification.
- 2. **Voluntary Settlement.** This Settlement Agreement was negotiated in good faith and at arm's-length over several weeks, and the exchange of the Remediation Payment and

Litigation Costs Payment for the releases set forth herein is agreed to represent appropriate and fair consideration.

- 3. Authorization to Enter Settlement Agreement. Each party specifically represents and warrants that this Settlement Agreement constitutes a legal, valid and binding obligation of such Party. Each signatory to this Settlement Agreement on behalf of a Party specifically represents and warrants that he or she has full authority to enter into this Settlement Agreement on behalf of such Party. Plaintiff specifically represents and warrants that it has concluded that the terms of this Settlement Agreement are fair, reasonable, adequate and in the public interest, and that it has satisfied all conditions and taken all actions required by law in order to validly enter into this Settlement Agreement. Plaintiff specifically represents and warrants that, other than the Claims asserted in the Florida AG Action and the other Actions (whether filed previously or in the future), it has no interest (financial or otherwise) in any other Claim against any Releasee related to the Covered Conduct. In addition, Plaintiff specifically represents and warrants that (i) it is the owner and holder of the Claims asserted in the Florida AG Action; (ii) it has not sold, assigned or otherwise transferred the Claims asserted in the Florida AG Action, or any portion thereof or rights related thereto, to any third party; and (iii) it believes in good faith that it has the power and authority to bind all persons and entities with an interest in the Florida AG Action and all Subdivisions.
- 4. **Representation With Respect to Participation Rate.** The State of Florida represents and warrants for itself that it has a good-faith belief that all Litigating Subdivisions and all Principal Subdivisions will become Participating Subdivisions. The State acknowledges the materiality of the foregoing representation and warranty. State Outside Litigation Counsel, in good faith, believe this is a fair Settlement. Therefore, State Outside Litigation Counsel will, in their best efforts, recommend this Settlement to all Subdivisions within Florida.

5. **Dispute Resolution.** If Plaintiff believes Endo is not in compliance with any term of this Settlement Agreement, then Plaintiff shall (i) provide written notice to Endo specifying the reason(s) why Plaintiff believes Endo is not in compliance with the Settlement Agreement; and (ii) allow Endo at least thirty (30) days to attempt to cure such alleged non-compliance (the "Cure Period"). In the event the alleged non-compliance is cured within the Cure Period, Endo shall not have any liability for such alleged non-compliance. The State may not commence a proceeding to enforce compliance with this Agreement before the expiration of the Cure Period.

6. **No Third-Party Beneficiaries.** Except as to Releasees, nothing in this Settlement Agreement is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever.

7. **Notices.** All notices under this Agreement shall be in writing and delivered to the persons specified in this paragraph ("Notice Designees") via: (i) e-mail; and (ii) either hand delivery or registered or certified mail, return receipt requested, postage pre-paid.

Notices to Plaintiff shall be delivered to:

Attorney General Florida State Capitol, PL-01 Tallahassee FL 32399-1050

and

David C. Frederick Kellogg, Hansen, Todd, Figel & Frederick P.L.L.C. 1615 M Street, NW Washington D.C. 20036 dfrederick@kellogghansen.com

Notices to Endo shall be delivered to:

Geoffrey M. Wyatt Skadden, Arps, Slate, Meagher & Flom LLP 1440 New York Avenue N.W. Washington, D.C. 20005 geoffrey.wyatt@skadden.com

and

Matthew J. Maletta
Executive Vice President and Chief Legal Officer
Endo
1400 Atwater Drive
Malvern, Pennsylvania 19355
maletta.matthew@endo.com

8. **Taxes.** Each of the Parties acknowledges, agrees and understands that it is its intention that, for purposes of Section 162(f) of the Internal Revenue Code, the Remediation Payment by Endo constitutes restitution for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law. The Parties acknowledge, agree and understand that only the Litigation Costs Payments represent reimbursement to Plaintiff or any other person or entity for the costs of any investigation or litigation, that no portion of the Remediation Payment represents reimbursement to Plaintiff or any other person or entity for the costs of any investigation or litigation, and no portion of the Remediation Payment represents or should properly be characterized as the payment of fines, penalties or other punitive assessments. Plaintiff acknowledges, agrees and understands that Endo intends to allocate the cost of the Remediation Payment among the Releasees using a reasonable basis. If requested by Endo, Plaintiff shall complete and file Form 1098-F with the Internal Revenue Service, identifying the Remediation Payment as remediation/restitution amounts, and shall furnish Copy B of such Form 1098-F to Endo. Endo makes no warranty or representation to Plaintiff as to the tax consequences of the Remediation Payment or the Litigation Costs Payments or any portion thereof.

- 9. **Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.
- 10. **Choice of Law.** Any dispute arising from or in connection with this Settlement Agreement shall be governed by Florida law without regard to its choice-of-law provisions.
- 11. **Jurisdiction.** The Parties agree to submit and consent to the jurisdiction of the Court for the resolution of any disputes arising under the Settlement Agreement.
- 12. **No Conflict Intended.** The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The definitions contained in this Agreement or any Exhibit hereto are applicable to the singular as well as the plural forms of such terms.
- 13. **No Party Deemed to be the Drafter.** None of the Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- 14. **Amendment; Waiver.** This Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous.
- 15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

- 16. **Severability.** In the event any one or more provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Settlement Agreement.
- 17. **Statements to the Press.** Any press release or other public statement concerning this Settlement Agreement will describe it positively and will not disparage any other Party. No Party or attorney, agent, or representative of any Party shall state or suggest that this Settlement Agreement may be used to predict the value of any Claim or any future settlement agreement in any action or proceeding.
- 18. **Integrated Agreement.** This Agreement constitutes the entire agreement between the Settling Parties and no representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein.
- 19. **Bankruptcy.** The following provisions shall apply if, (i) within ninety (90) days of Endo's payment pursuant to Section C.1(a) above, a case is commenced with respect to Endo under the Bankruptcy Code, and (ii) a court of competent jurisdiction enters a final order determining such payment to be an avoidable preference under Section 547 of the Bankruptcy Code, and (iii) pursuant to such final order such payment is returned to Endo:
 - (a) this Agreement, including all releases and covenants not to sue with respect to the Released Claims contained in this Agreement, shall immediately and automatically be deemed null and void as to Endo; and
 - (b) the State and Subdivisions may assert any and all Released Claims against Endo in its bankruptcy case and seek to exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against Endo.
- **20. Most Favored Nations.** If, after execution of this Agreement, there is a collective resolution—through settlement, bankruptcy or other mechanism—of substantially all claims

against Endo brought by states, counties, and municipalities (a "Global Resolution") under which, but for this Agreement, the Florida allocation would be greater than the sum of the Remediation Payment and Litigation Cost Payments on a net present value basis, Endo shall pay the difference between the sum of the Remediation Payment and Litigation Cost Payments and the amount that would have been allocated to Florida under the terms and in accordance with any such Global Resolution. Additionally, if at any time within the ten months following the Execution Date Endo enters into a settlement with the attorney general of any state with a smaller population than Florida for a total settlement amount that exceeds \$65,000,000, Endo shall pay the excess amount to Florida.

IN WITNESS WHEREOF, the Parties hereto, through their fully authorized representatives, have executed this Agreement as of the dates set forth below.

ENDO HEALTH SOLUTIONS INC.

Name: Blaise Coleman

President and CEO

Date: 01/15/2011

ENDO PHARMACEUTICALS INC.

Name: Blaise Coleman

President and CEO

Date: 01/15/2011

PLAINTIFF

STATE OF FLORIDA, including the OFFICE OF THE ATTORNEY GENERAL By: Name: John Guard Chief Deputy Attorney General of Florida Pursuant to the authority delegated to him by Ashley Moody, Attorney General of Florida STATE OUTSIDE LITIGATION COUNSEL Kellogg, Hansen, Todd, Figel & Frederick,

Name: David C. Frederick

P.L.L.C.

Date: Jaway 15, 2022

Drake Martin Law Firm, LLC

By:

Name: Drake Martin

1-15-2022 Date:

Exhibit D

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated January 15, 2022 ("Endo Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Endo Settlement, release all Released Claims against all Releasees, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Endo Settlement, understands that all terms in this Subdivision Settlement Participation Form have the meanings defined therein, and agrees that by signing this Subdivision Settlement Participation Form, the Governmental Entity elects to participate in the Endo Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall immediately cease any and all litigation activities as to the Releasees and Released Claims and, within the later of 7 days following the entry of the Consent Judgment or 7 days of the Execution Date of this Subdivision Settlement Participation Form voluntarily dismiss with prejudice any Released Claims that it has filed.
- 3. The Governmental Entity agrees to the terms of the Endo Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Endo Settlement and expressly agreeing to the releases provided for therein, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Agreement.
- 5. The Governmental Entity agrees to use any monies it receives through the Endo Settlement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the Court for purposes limited to the Court's role as provided in, and for resolving disputes to the extent provided in, the Endo Settlement.

- 7. The Governmental Entity has the right to enforce those rights given to them in the Endo Settlement.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Endo Settlement, including, but not limited to, all provisions of Section D and E, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Releasee in any forum whatsoever. The releases provided for in the Endo Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Releasees the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release Claims. The Endo Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Endo Settlement.
- 10. In connection with the releases provided for in the Endo Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date of the Release, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Endo Settlement.

11. Nothing herein is intended to modify in any way the terms of the Endo Settlement, to which the Governmental Entity hereby agrees. To the extent this Subdivision Settlement

Participation Form is interpreted differently from the Endo Settlement in any respect, the Endo Settlement controls.

I have all necessary power and authorization to execute this Subdivision Settlement Participation Form on behalf of the Governmental Entity.

Signature:	
Name:	
Title:	
Date:	(the "Execution Date of this Subdivision
	Settlement Participation Form")

Leon County Board of County Commissioners

Notes for Agenda Item #16

Leon County Board of County Commissioners

Agenda Item #16

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: First and Only Public Hearing to Consider Adopting an Ordinance Amending

Article IV of Chapter 10 of the Leon County Code of Laws, Entitled "Closed

Basins and Standards"

Review and Approval:	Vincent S. Long, County Administrator	
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support & Environmental Management Brent Pell, Director, Public Works Theresa B. Heiker, Stormwater Management Coordinator	
Lead Staff/ Project Team:	Nawfal Ezzagaghi, Director, Environmental Services	

Statement of Issue:

This item requests the Board conduct the first and only Public Hearing to consider adopting an Ordinance amending the County's "Closed Basins and Standards" to reduce the likelihood of downstream adverse impacts from stormwater facilities.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only Public Hearing and adopt the proposed Ordinance

amending Article IV of Chapter 10 of the Leon County Code of Laws, entitled

"Closed Basin and Standards" (Attachment #1).

Title: First and Only Public Hearing to Consider Adopting an Ordinance Amending Article IV of Chapter 10 of the Leon County Code of Laws, Entitled "Closed Basins and Standards" February 8, 2022

Page 2

Report and Discussion

Background:

At its December 14, 2021 meeting, the Board approved the scheduling of the first and only public hearing to consider adopting an Ordinance amending Article IV of Chapter 10 of the Leon County Code of Laws, entitled "Closed Basins and Standards." This item requests the Board conduct the first and only Public Hearing for the Ordinance. The amendment specifically addresses the County's closed basin stormwater standard, and eliminates the option to demonstrate recovery compliance via continuous hydrologic simulation and replaces it with an option that requires the simulation of the two most critical years on the record (1964, and 1994), and verification that post development volumes are restricted to pre-development conditions for all the individual stormevents during those two critical years. The amendment is intended reduce the likelihood of adverse impacts downstream of stormwater facilities located in closed basins due to flooding from excess stormwater runoff.

The Environmental Management Act (EMA) of the Leon County Land Development Code (LDC, Chapter 10 - Article X, Div. 4) establishes minimum stormwater management standards intended to mitigate runoff associated with new development and redevelopment projects. Stormwater management standards set forth in the EMA are organized into two categories: water quality (treatment) and water quantity (attenuation). Each of the two categories incorporates unique design and operating standards.

Generally, basins are categorized as either "open" or "closed." Open basins have a natural point of discharge (rivers, lakes, etc.). A closed basin is an area that drains to a depression from which water is lost only by evaporation, percolation (absorption into the soil), or by eventually "popping off" into another basin. A closed basin does not have a surface outlet (e.g., a stream or river) for stormwater runoff, which makes it vulnerable to flooding when the amount of water accumulating in the low area is larger than the available storage within the basin. This often occurs as a result of increased rainfall, high groundwater, or saturated soil. Since there is no direct outlet for runoff within a closed basin, more rigorous and mitigative design measures are needed to avoid flooding.

For development located in closed basins, additional standards are set forth in Section 10-4.301(c) of the LDC. Runoff volumes in excess of the pre-development runoff volume are required to be retained for all storm events up to a 100-year, 24-hour duration storm. Furthermore, the design of these stormwater management facilities (SWMF) requires adherence to acceptable engineering design methods to ensure storage volume (water capacity) is available in the long-term. Consistent with the minimum recovery requirements of the EMA, such design must demonstrate compliance with one of the following two options:

- (1) Recovery of the stored excess runoff within 30 days; or
- (2) The engineering modeling (aka Continuous Hydrologic Simulation / 40-Year Analysis) demonstrates that recovery (although exceeding the 30 days) is available and the SWMF retains the excess runoff volume.

Title: First and Only Public Hearing to Consider Adopting an Ordinance Amending Article IV of Chapter 10 of the Leon County Code of Laws, Entitled "Closed Basins and Standards" February 8, 2022
Page 3

The Continuous Hydrologic Simulation (CHS) option was added to the EMA on March 15, 2011, when Leon County adopted the Countywide Minimum Environmental Standards (CMES). The CHS option allows the use of modeling to demonstrate stormwater recovery, provided the rate of discharge does not exceed that of the pre-development rate. These models, based on a subsurface analysis of soils, are used to simulate the rainfall events within a basin and their cumulative effects. Specifically, the CHS option available under Section 10-4.301(c)(2)a. of the LDC reads:

On the basis of a subsurface geotechnical analysis demonstrate the functionality of the retention facility through a continuous hydrologic simulation. The analysis shall clearly demonstrate that the increase in runoff volume above the predevelopment condition is retained within the on-site stormwater facility. Additionally, the rate of discharge shall not exceed predevelopment rates for all duration and return frequencies up to and including the 25-year critical duration storm. The continuous hydrologic simulation can be accomplished by developing a stage/storage/infiltration relationship based on the proposed retention facility configuration and reported design infiltration rate. This relationship can be used to model the retention facility over an extended period of rainfall.

The underlying principle behind this approach was, in large part, based on the allowance afforded in the Bradfordville Study Area (BSA) stormwater recovery method, referenced in Section 10-4.382(2)3., which states:

Regardless of the method of volume recovery, the entire retention volume must recover within the time frame established above unless an approved continuous analysis, using Tallahassee Airport rainfall data from January 1, 1959 to December 31, 1998, demonstrates that the total volume retained within the stormwater system over the 40-year period is greater than or equal to that retained by a dry retention system as set forth in subsection (1) of this section based on the above described recovery times.

In essence, this averages the rainfall over a 40-year period in lieu of a single storm event.

The proposed removal of this option was presented to several County citizen committees including the Science Advisory Committee (SAC), the Water Resource Committee (WRC), and Advisory Committee on Quality Growth (ACQG). Each of these committees expressed support for the proposed changes. In addition, staff met with representatives from the Tallahassee Chamber of Commerce and a group of local Professional Engineers that initially expressed concern over the removal of the CHS Option. As a result of this meeting, an alternative approach to verifying the adequacy of stormwater management facilities was identified, and thus staff is proposing the removal of the CHS to be accompanied by the inclusion/implementation of an option that establishes analysis parameters based on the two critical "rainy" years of 1964 and 1994.

Analysis:

Since the adoption of the CMES in 2011, staff has had the opportunity to evaluate the effectiveness of the CHS approach to stormwater design, which has shown that projects utilizing the CHS

Title: First and Only Public Hearing to Consider Adopting an Ordinance Amending Article IV of Chapter 10 of the Leon County Code of Laws, Entitled "Closed Basins and Standards" February 8, 2022

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approach have more often resulted in downstream flooding than projects utilizing the 30-day recovery method. CHS designed systems have met water quality and attenuation standards during the dry season, however, during wet periods, the systems are unable to sufficiently recover between rain events, leading to more frequent discharges which impact downstream properties. The proposed evaluation of engineering designs utilizing the two critical "rainy" years of 1964 and 1994 addresses the concerns expressed by various parties and leads to a system that protects properties.

Summary

The findings indicate the CHS option does not provide for the necessary protection to downstream properties during wet seasons. Due to the potential impacts of flooding in closed basins, stormwater facilities located in these areas should be held to the higher standard of demonstrating recovery of the full volume within 30 days or conducting an engineering analysis for the proposed stormwater management facilities based on the 1964 and 1994 storm events. This will reduce the likelihood of adverse impacts downstream due to flooding from excess stormwater runoff within closed basins. Accordingly, staff is recommending that the Board adopt an Ordinance amending a portion of Article IV of Chapter 10 of the Leon County Code of Laws, entitled "Closed Basics and Standards" to eliminate the option to utilize the CHS approach to stormwater design and add an option for conducting an engineering analysis to show that the post development volumes are restricted to pre-development volumes for all storm event in the years of 1964 and 1994.

The Public Hearing has been advertised pursuant to Florida Statutes (Attachment #2).

Options:

- 1. Conduct the first and only Public Hearing and adopt an Ordinance amending Article IV of Chapter 10 of the Leon County Code of Laws, entitled "Closed Basins and Standards" (Attachment #1).
- 2. Conduct the first and only Public Hearing and do not adopt an Ordinance amending Article IV of Chapter 10 of the Leon County Code of Laws, entitled "Closed Basins and Standards".
- 3. Board direction.

Recommendation:

Option #1

Attachments:

- 1. Draft Ordinance amending Article IV of Chapter 10 of the Leon County Code of Laws, entitled "Closed Basins and Standards"
- 2. Notice of Public Hearing

1	LEON COUNTY ORDINANCE NO. 2021
2	
3	AN ORDINANCE OF THE BOARD OF COUNTY
4	COMMISSIONERS OF LEON COUNTY, FLORIDA,
5	AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY,
6 7	FLORIDA; AMENDING SECTION 10-4.301, WATER
8	QUALITY TREATMENT STANDARDS; AND PROVIDING
9	AN EFFECTIVE DATE.
LO	RECITALS
l1	
L2	WHEREAS, the Board of County Commissioners desires to protect, maintain, and enhance
L3	both the immediate and long-term health, safety, and general welfare of the residents of the county;
L4	and
L5	WHEREAS, the Board of County Commissioners established minimum operating and
L6	design standards for stormwater management facilities; and
L7	WHEREAS, in 2011, Leon County adopted the County-wide Minimum Environmental
L8	Standards (CMES), which included a Continuous Hydrologic Simulation (CHS) option to model
L9	if a stormwater management facility's stormwater recovery meets the minimum recovery
20	requirements of the Leon County Environmental Management Act, Article IV of Section 10 of the
21	Code of Laws of Leon County; and WHEREAS gives adoption of the CMES in 2011, staff has had the apportunity to evaluate
22 23	WHEREAS, since adoption of the CMES in 2011, staff has had the opportunity to evaluate the effectiveness of the CHS option to stormwater design, which has shown that projects utilizing
<u>2</u> 3	the CHS option have more often resulted in downstream flooding than projects utilizing the 30-
25	day recovery option during wet seasons; and
26	WHEREAS, the Board desires to eliminate the CHS option for modeling stormwater
27	recovery, and replace with an option that requires the simulation of the designed system utilizing
28	the storm events from the years 1964 and 1994, and to verify that post development volumes are
29	restricted to the pre-development volumes for all the individual storm-events during those two
30	critical years.
31	
32	NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS
33	OF LEON COUNTY, FLORIDA:
34	
35	* * *
36	
37	Section 1. Section 10-4.301 of Article IV of Chapter 10, the Land Development Code, of the
38	Code of Laws of Leon County, Florida, entitled "Water quality treatment standards", is hereby
39	amended to read as follows:
10	
11	
12	Section 10-4.301. – Water quality treatment standards.

- Sec. 10-4.301. Water quality treatment standards.
- 45 (a) State stormwater treatment requirement adoption. Water quality treatment shall be provided as a part of all development activity which requires a stormwater application under this division. Treated stormwater shall meet the applicable water quality standards set forth in F.A.C. chs. 62-4, 62-302, 62-520, 62-522, 62-550 and 62-346, and in this division. Design and performance standards set forth in such Florida Administrative Code chapters are hereby adopted and incorporated in this division by reference. However, design and performance standards more stringent than those specified therein are also required in this section.
 - (b) Stormwater treatment. The following are minimum acceptable methods for stormwater treatment, provided that the discharges meet state water quality criterion. More stringent treatment methods may be required by the County Administrator or designee if discharges fail to meet state water quality standards. The drainage area for determining treatment volumes shall include all areas draining to the facility (on-site and off-site).
 - (1) Wet detention. Wet detention treatment volume shall be, at a minimum, the runoff from the first three inches of rainfall, or as an option for sites with drainage areas less than 100 acres, the first 1½ inches of runoff. One-half of the treatment volume must be discharged in 60 hours. Subsequently, the remaining one-half of the treatment volume must be discharged in 60 hours or more.
 - (2) Off-line retention. Off-line retention treatment volume shall be provided equal to 50 percent of the runoff from the first three inches of rainfall, or as an option for sites with drainage areas less than 100 acres, the first three-quarters-inch of runoff. The full treatment volume shall again be available within 72 hours following a storm event, with appropriate on-site soils tests submitted to verify the infiltration rate.
 - (3) On-line retention. For on-line retention or detention with filtration, treatment volume shall be equal to 75 percent of the runoff from the first three inches of rainfall, or as an option for sites with drainage areas less than 100 acres, the first 1.125 inches of runoff. For the filtration option, only systems that are capable of recovering the treatment volume within 36 hours shall be allowed.
 - (4) *Swales*. Swale treatment volume shall be percolation of 80 percent of runoff from a three-year, one-hour (2.6 inches) storm event. Calculations demonstrating percolation of this volume within the swale within 72 hours shall be submitted with the permit application.
 - (5) If site constraints require another method of water quality treatment, such other method may be approved by the County Administrator or designee if such method provides a level of treatment equivalent to off-line retention as specified in subsection (e)(1)b.2.(ii) of this section.
 - (c) Closed basins and standards.
 - (1) Closed basins meeting the following criteria shall be regulated in accordance with this subsection:
 - a. Any closed basin which has been identified and mapped as a regulated closed basin by the Board of County Commissioners; or

b. Any closed basin for which it can be shown by hydrologic analysis that cumulative increases in runoff volume from potential development patterns will cause a significant adverse impact on the frequency, duration, or extent of flooding.

- (2) Volume control required. Runoff volumes within regulated closed basins in excess of the pre-development runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm, except that if multiple development sites are located within the closed basin, the excess volume may be discharged from individual sites to an approved regional detention or retention facility located within the closed basin as may be allowed under other subsections of this section and pursuant to section 10-4.305. Recovery of the retention volume shall comply with one of the following:
 - a. Option 1. On the basis of a subsurface geotechnical analysis demonstrate the functionality of the retention facility through a continuous hydrologic simulation. The analysis shall clearly demonstrate that the increase in runoff volume above the predevelopment condition is retained within the on-site stormwater facility. Additionally, the rate of discharge shall not exceed predevelopment rates for all duration and return frequencies up to and including the 25-year critical duration storm. The continuous hydrologic simulation can be accomplished by developing a stage/storage/infiltration relationship based on the proposed retention facility configuration and reported design infiltration rate. This relationship can be used to model the retention facility over an extended period of rainfall.
 - b. Option 2. a. Option 1: One-half the required pond volume shall be recovered within seven days, and the full volume shall be recovered within 30 days.
 - b. Option 2: The stormwater management facility discharge volumes for all storm events during the years 1964 and 1994, shall demonstrate that post development volumes are restricted to pre-development volumes for all the individual storm-events during those two critical years.
- (d) Additional stormwater retention standards for the Lake Jackson Drainage Basin. Runoff volumes in excess of the pre-development runoff volume shall be retained for all storm events up to a 100-year, 24-hour duration storm, except that if multiple development sites are located within the basin, the excess volume may be discharged from individual sites to an approved regional retention facility located within the basin. For redevelopment, pre-development runoff volume calculations shall be based on a natural condition. The retained volume shall be recovered in accordance with subsection (c)(2) of this section.
- (e) Stormwater treatment standards within the Bradfordville Study Area. Stormwater runoff from new development in the Bradfordville Study Area shall meet the standards set forth in this section in addition to other standards within article IV of this chapter.
 - (1) Stormwater runoff shall be treated to one of the following standards below:
 - a. Systems utilizing on-line dry retention only. A volume of runoff calculated as four inches times the total impervious area that will be situated on the site shall be retained on the site or in an approved master stormwater facility. This calculation can exclude the wetted area of the pond/stormwater facility. This volume of runoff shall be collected from the entire developed portion of the site and directed to on-line dry

Systems utilizing a combination of off-line dry retention and detention: Off-line retention shall be provided with a treatment volume calculated as 2½ 130 inches times the total impervious area on the site. 131 Detention portion of system; in addition to the dry retention volume, one of the 132 133 following detention options shall also be provided: Dry detention systems will provide a treatment volume calculated as two 134 inches times the total impervious area on the site; or 135 Wet detention system with a permanent pool volume equivalent to two (ii) 136 and nine-tenths inches times the impervious area on site. 137 3. The calculation of the above volumes can exclude the wetted area of the 138 stormwater facility. 139 4. Runoff from the entire developed portion of the site shall be directed in sequence 140 to each of the above facilities. 141 142 (2) Drawdown requirements: For on-line dry retention, subsection (e)(1)a of this section, the entire treatment 143 144 volume must recover within 72 hours. For off-line dry retention, subsection (e)(1)b.1 of this section, the entire treatment b. 145 volume must recover within 24 hours. 146 For dry detention systems, subsection (e)(1)b.2.(i) of this section, the treatment 147 volume must recover within 72 hours. Dry detention systems will not include 148 underdrains but will utilize an orifice or V-notch weir for drawdown. The bottom of 149 the drawdown device will be a minimum of six inches above the pond bottom. 150 For wet detention systems, subsection (e)(1)b.2.(ii) of this section, the bottom of the 151 weir crest will be a minimum of 12 inches above the normal water level (seasonal 152 153 high groundwater table elevation). Regardless of the method of volume recovery, the entire retention volume must 154 155 recover within the time frame established above unless an approved continuous analysis, using Tallahassee Airport rainfall data from January 1, 1959 to December 156 31, 1998, demonstrates that the total volume retained within the stormwater system 157 over the 40-year period is greater than or equal to that retained by a dry retention 158 system as set forth in subsection (e)(1)a of this section based on the above described 159 recovery times. For systems requiring a combination of retention and detention, this 160 analysis shall only be used for the retention portion of the system. The detention 161 portion of this combination system will still be required in full pursuant to subsection 162 (e)(1)b.2 of this section. 163 For calculating the treatment volume required for pervious pavements and graveled 164 (3)

retention storage. Retention can occur in cisterns, ponds, shallow swales, landscaped

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b.

areas, or natural areas.

areas, initially such surfaces shall be assumed to be 100-percent impervious, then

deductions in the required treatment volume for such areas can be taken that is equivalent to:

- a. The porosity of the pavement material times the thickness of the paving material times a safety factor of five-tenths.
- b. If, and only if, the soils immediately underlying the pavement for a depth of 18 inches have a permeability of three inches per hour or greater, as demonstrated by on-site percolation tests, then a further deduction can be taken equivalent to the porosity of the soil strata times four inches times a safety factor of five-tenths.

The above deductions will be allowed, provided that the applicant specifically commits, in his stormwater operating permit, to regularly sweep/vacuum the area covered with pervious pavement and to verify the pavement's percolation capacity when the operating permit is renewed.

(4) Groundwater table:

- a. Where volume recovery is to be by percolation, groundwater mounding calculations to demonstrate recovery of the retention volume pursuant to the requirements set forth in subsection (e)(2) of this section shall be required unless the applicant conclusively demonstrates by other engineering methods that pond recovery will not be adversely affected by an elevated groundwater table. If the bottoms of all retention areas intended to percolate stormwater are shown by soil borings to be less than three feet above the historical wet-season high water table, a mounding analysis shall be required.
- b. For dry detention systems, the bottom elevation of the detention basin shall be a minimum of one foot above the historical seasonal high groundwater table.
- (5) Where volume recovery is to be by irrigation, the rate of land application shall not exceed 1½ inches per week unless the applicant can conclusively demonstrate that the on-site soil conditions and vegetation warrant a higher application rate. Under no circumstances shall irrigation water be allowed to discharge from the irrigation-site.
- (6) The requirements in this section shall not preclude the applicant from voluntarily choosing to design and construct the on-line dry retention facility as an off-line facility.
- (7) Facility design standards.
 - a. Facility configuration. All on-line facilities shall have a flow-path-length to flow-path-width ratio of 2:1 or greater. The inlets and outlets shall be on opposite ends of the facility. If this is not possible, the effective flow length shall be increased by adding diversion barriers within the facility as necessary to provide this minimum flow length.
 - b. Retention ponds/areas shall have 4H:1V maximum side slopes on a sufficient length of the perimeter to allow adequate maintenance access to the bottom of the facility. If any of the side slopes are steeper than this, a security fence shall be placed completely around the perimeter of the facility and located exterior to the maintenance access ways. The fence shall not be required if the pond depth is less than 18 inches.

- 207 c. Wet detention ponds shall have 6H:1V maximum side slopes to two feet below the normal water level, then a maximum side slope of 2H:1V to the bottom.
 - d. Retention facilities shall have flat bottoms in order to maximize the surface area for percolation.
 - e. Maintenance access requirements:

- 1. For every facility, the owner or developer shall provide, at a minimum, a 15 feet wide clear and stable access to the facility from the nearest "public" right-of-way or road. Such access shall be evidenced by a recorded reservation or grant of an easement, which shall run with the land. If the facility is to be dedicated to a local government, then such access shall be evidenced by the grant of an easement, which shall run with the land, to the benefit of the local government.
- 2. For retention facilities with an overall depth greater than 18 inches, provide, at a minimum, a 20-foot wide clear, level and stable access around a sufficient portion of the perimeter of the facility, that is inside of any fences and external to the top-of-bank of the facility, to allow adequate maintenance from dry land. For retention facilities with an overall depth of 18 inches or less, provided the facility has side slopes of four horizontal to one vertical (or less) on at least one side of the facility, the applicant can provide the above access on the sloped side of the facility only. Any access required by the provisions of this subsection shall be evidenced by a recorded reservation or grant of an easement, which shall run with the land, to the benefit of the county.
- 3. The minimum inside radiuses of all access ways shall be 20 feet.
- 4. Adequate access for both personnel and mechanized equipment shall be provided to all inlet and outlet structures.
- 5. If the county is proposed to be the maintenance entity for any stormwater management facility permitted under this section, either by dedication, or by reservation of an easement, or by any other process, the applicant shall submit the engineering design for the facility directly to the county department of public works for its review and approval as to the adequacy of maintenance access to the facilities. An environmental permit shall not be issued until the applicant demonstrates, in writing, the approval of the department of public works.
- f. Skimmer/trash rack requirements:
 - 1. Trash/leaf traps with easy maintenance access shall be provided at key inlets and all outlets from a facility unless the applicant can conclusively demonstrate that it is not possible.
 - 2. All outlet structures shall have an oil skimmer that extends above and below any outlet structure opening.
- g. Energy dissipation requirements:
 - 1. Energy dissipation devices sufficient to prevent erosion and resuspension of loose sediments shall be placed on all inlets to retention facilities.

- 2. Energy dissipation devices sufficient to prevent downstream channel erosion shall be placed at the outlets of all retention facilities.
 - h. Stabilization of stormwater treatment facilities. All berms and side slopes shall be stabilized with pinned sod. Pond bottoms can be seeded and mulched. Restabilization by the contractor or owner shall be necessary until such time that the sod is fully rooted and otherwise well established.
 - i. Rate control as required in section 10-4.302 can be provided within any of the above water quality treatment facilities, provided that the water quality treatment as required within this section is fully satisfied prior to any overflow/discharge from the facility.
 - (8) Nothing in this section shall affect the redevelopment standards for the incorporated area of the Bradfordville Study Area, which shall remain subject to the requirements of chapter 5, environmental management, of the Tallahassee Land Development Code, as it may be amended from time to time.
- (f) Retention for all post-development runoff. No newly concentrated or increased concentration of stormwater flow, including discharge from detention and retention facilities, shall be discharged off-site before or after treatment as required by subsection (b) of this section, unless such discharge is into an adequate conveyance, watercourse, wetland or waterbody of sufficient capacity at the time of discharge to sustain the effects of, and to convey such discharges, without detriment to the continued natural function of the resource and in accordance with the requirements of this division. Design of stormwater management systems should not allow changes in rate or course in a manner substantially different from predevelopment conditions. If there is no adequate conveyance, floodplain or easement available, full retention of the stormwater for all events up to and including the 100-year, 24-hour duration storm is required.
- 272 (g) *Treatment for direct discharge to active karst features.* Runoff to be discharged to active karst features shall be treated to comply with F.A.C. 62-520.420 prior to discharge.

Section 2. Applicability.

This ordinance shall apply to all applications for development, including applications and subdivision proposals, submitted on or after the effective date of this ordinance.

Section 3. Severability.

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

Section 4. Effective Date.

This ordinance shall have effect upon becoming law.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon

County, Florida, this ______ day of _______, 2022.

289			
290			LEON COUNTY, FLORIDA
291			
292	В	y:	
293			Bill Proctor, Chair
294			Board of County Commissioners
295			·
296	ATTESTED BY:		
297	Gwendolyn Marshall Knight, Clerk of the Cou	ırt	
298	& Comptroller, Leon County, Florida		
299			
300			
301	By:		
302			
303	APPROVED AS TO FORM:		
304	Chasity H. O'Steen, County Attorney		
305	Leon County Attorney's Office		
306			
307			
308	By:		
309	-		
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NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, February 8, 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 adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-4.301, WATER QUALITY TREATMENT STANDARDS; AND PROVIDING AN EFFECTIVE DATE.

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).

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, February 7, 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.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the Ordinance may be inspected as part of the agenda package on the County's web site (https://www2.leoncountyfl.gov/coadmin/agenda/). To receive copies of the Ordinance by other means, such as email, mail, or facsimile transmittal, contact the Department of Development Support & Environmental Management at 850-606-1300.

Advertise: January 29, 2022

Leon County Board of County Commissioners

Notes for Agenda Item #17

Leon County Board of County Commissioners

Agenda Item #17 February 8, 2022

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Second and Final Public Hearing to Reinstate and Extend the Park Place

Development Agreement

Review and Approval:	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 second and final Public Hearing 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 second and final Public Hearing and reinstate and amend the Park

Place Development Agreement to extend the term of the Agreement (Attachment

#1).

Title: Second and Final Public Hearing to Reinstate and Extend the Park Place Development

Agreement February 8, 2022

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Report and Discussion

Background:

This item requests the Board conduct the second and final Public Hearing to reinstate and amend the Park Place Development Agreement (formerly known as the Hopkins North Development Agreement) which was initially approved by the Board on April 12, 2005. The Hopkins North DA was subsequently amended on January 24, 2012, by the Board to update the name to the Park Place Development Agreement (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. At its regularly scheduled meeting on December 14, 2021, the Board approved the request to schedule two Public Hearings to amend the Park Place DA. The Board held the first Public Hearing on January 25, 2022.

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 a 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 the Board authorization to schedule 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 Board conducted the first required Public Hearing on January 25, 2022.

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: Second and Final Public Hearing to Reinstate and Extend the Park Place Development

Agreement

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Analysis:

A development agreement is a tool for developers and a local government to negotiate the provision of needed infrastructure for future development while providing 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 the 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.

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 the final site and development plans.

Pursuant to Chapter 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

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both published and mailed notice in advance of the Board's consideration of the proposed amendment to the DA at a Public Hearing. The first Public Hearing was held on January 25, 2022. As a result, staff recommends the Board conduct the second and final Public Hearing and reinstate and amend the DA to extend the term of the Agreement.

Public Notification:

Notice of the Public Hearing has been published in accordance with the requirements of Florida Statutes (Attachment #3).

Options:

- 1. Conduct the second and final Public Hearing and reinstate and amend the Park Place Development Agreement to extend the term of the Agreement (Attachment #1).
- 2. Conduct the second and final Public Hearing and do not reinstate and do not amend the Park Place Development Agreement to extend the term of the Agreement (Attachment #1).
- 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, 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.l(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. Preliminary Certificate of Concurrency/ Permitted Use Verification Certificate. 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 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 transit/ride-share, recreation opportunities, water, and sewer. In order to comply with the PD PUD 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) Right of Way Dedication, Signalization, and Enhancement of Development Opportunities on Property Fronting Capital Circle Northwest. 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>

- (i) To the extent necessary for consistency with the 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.
- 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

benefits development other than that occurring on the Property, as provided in the February 2005 Concurrency Manual.

of such funds from the COUNTY to the extent such funding or infrastructure

- (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. Public Safety Services Facility Site. 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 1O; 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) DEVELOPMENT APPROVAL PROCESS.

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. Open Space and Natural Areas Requirements Satisfied in Residential Areas. 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) <u>ADDITIONAL PUD REQUIREMENTS.</u>

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) Open Space Uses and Credit. "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 non-environmentally 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: David McDevitt Barry Wilcox

435 North Macomb Street

Tallahassee, FL 32301

Leon County Attorney's Office

Attention: Herbert Thiele Chasity H. O'Steen

Leon County Courthouse 301 South Monroe Street

With a copy to:

Tallahassee, FL 32301

North 10 Capital Associates, Ltd.

Attention: Paul Mapes Heather Richmond

1610 Belvedere Road 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

SEVERABILITY. (N)

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) LAWS.

As to NCA:

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.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(P) ENFORCEMENT.

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.

DISPUTE RESOLUTION. (Q)

- (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. IO0(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	LEON COUNTY, FLORIDA:	
	By:	Bill Proctor, Chair Board of County Commissioners	
	Date:_		
ATTEST: Gwendolyn Marshall Knight, Clerk of the Cou Comptroller, Leon County, Florida	rt &		
By:			
APPROVED AS TO LEGAL SUFFICIENCY	:		
Chasity H. O'Steen, County Attorney Leon County Attorney's Office			
Ву:			

North 10 Capital Associates, L1D.	witnesses:
By:	
Heather Richmond, its Manager	Witness
	Witness
State of Florida	
County of Leon	
	d before me this day of, 2021 by Capital Associates, LTD, who is () personally known as his/her identification.
Notary Public, State of Florida	



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.

Request

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, February 8, 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, February 7, 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: February 1, 2022

Leon County Board of County Commissioners

Notes for Agenda Item #18

Leon County Board of County Commissioners

Agenda Item #18

February 8, 2022

To: Honorable Chairman and Members of the Board

From: Chasity H. O'Steen, County Attorney

Title: First and Only Public Hearing to Consider Adoption of Ordinance Repealing

Chapter 11, Article VIII of the Leon County Code of Laws, Relating to

Solicitation on Public Streets

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:	Dan Rigo, Senior Assistant County Attorney	

Statement of Issue:

As directed by the Board at the January 25, 2022, meeting, this item requests the Board conduct the first and only public hearing and adopt the proposed Ordinance repealing Chapter 11, Article VIII of the Leon County Code of Laws, relating to solicitation on public streets.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance

(Attachment #1) repealing Chapter 11, Article VIII of the Leon County Code of

Laws, relating to solicitation on public streets.

Title: First and Only Public Hearing to Consider Adoption of Ordinance Repealing Chapter 11, Article VIII of the Leon County Code of Laws, Relating to Solicitation on Public Streets February 8, 2022

Page 2

Report and Discussion

Background:

As directed by the Board at the January 25, 2022, meeting, this item requests the Board conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1) repealing Chapter 11, Article VIII of the Leon County Code of Laws, relating to solicitation on public streets (the Solicitation Ordinance). The Solicitation Ordinance was enacted by the Board on September 30, 1997, via Ordinance No. 97-17, and is outdated and inconsistent with recent Federal cases.

Analysis:

The Solicitation Ordinance was enacted by the Board in 1997 to prohibit soliciting in or on the median of any street within the County, which included selling items or soliciting charitable donations. The provisions contained penalties, as well as exceptions for some types of solicitation but not others.

The Leon County Sheriff's Office (LCSO) issued Legal Training Bulletins 2019-10 and 2019-11 (Attachment #2), which cited certain rulings in Federal court cases that were decided after the County adopted the Solicitation Ordinance. Such rulings 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 had 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 Solicitation Ordinance.

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

Title: First and Only Public Hearing to Consider Adoption of Ordinance Repealing Chapter 11, Article VIII of the Leon County Code of Laws, Relating to Solicitation on Public Streets February 8, 2022

Page 3

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 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.

Accordingly, it is recommended that the Board conduct the first and only public hearing and adopt the proposed Ordinance repealing Chapter 11, Article VIII of the Leon County Code of Laws, relating to solicitation on public streets, in its entirety. The Notice of Public Hearing was timely published in the *Tallahassee Democrat* in accordance with Section 125.66, Florida Statutes (Attachment #3).

Options:

- 1. Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1) repealing Chapter 11, Article VIII of the Leon County Code of Laws, relating to solicitation on public streets.
- 2. Conduct the first and only public hearing and do not adopt the proposed Ordinance repealing Chapter 11, Article VIII of the Leon County Code of Laws, relating to solicitation on public streets.
- 3. Board direction.

Recommendation:

Option #1

Attachments:

- 1. Proposed Ordinance repealing Chapter 11, Article VIII of the Leon County Code of Laws
- 2. Leon County Sheriff's Office Legal Training Bulletins 2019-10 and 2019-11
- 3. Notice of Public Hearing

1 LEON COUNTY ORDINANCE NO. 22-2 3 AN **ORDINANCE OF** THE **BOARD OF COUNTY OF LEON** COUNTY. 4 COMMISSIONERS **FLORIDA:** 5 REPEALING CHAPTER 11, ARTICLE VIII OF THE CODE OF 6 LAWS OF LEON COUNTY, ENTITLED SOLICITATION ON 7 **PUBLIC STREETS: PROVIDING FOR CONFLICTS:** 8 PROVIDING FOR SEVERABILITY; AND PROVIDING AN 9 EFFECTIVE DATE. 10 11 **RECITALS** 12 WHEREAS, on September 30, 1997, the Board enacted Ordinance No. 97-17, relating to 13 solicitation on public streets, which was codified at Chapter 11, Article VIII of the Leon County Code 14 15 of Laws: and 16 WHEREAS, the Board has determined that Chapter 11, Article VIII of the Leon County Code 17 of Laws, relating to solicitation on public streets, is now outdated and inconsistent with recent Federal 18 19 cases; and 20 21 WHEREAS, the Board desires to repeal Chapter 11, Article VIII of the Leon County Code of Laws, relating to solicitation on public streets; 22 23 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON 24 25 COUNTY, FLORIDA, that: 26 27 Section 1. Amendments to Code. 28 29 The Code of Laws of Leon County, Florida is hereby amended by repealing Chapter 11, Article VIII, entitled "Solicitation on Public Streets", in its entirety. 30 31 32 Section 2. Conflicts. 33 34 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon 35 36 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan. 37 38 39 Section 3. Severability. 40 41 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of 42 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect. 43 44 45 Section 4. Effective Date.

This ordinance shall have effect upon becoming law.

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I	DONE, ADOPTED AND PASSED by	y the	Board of County Commissioners of Leon County
2	Florida, this 8th day of February, 2022.		
3			
4			LEON COUNTY, FLORIDA
5			,
6			
7	В	3y:	
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 SHERIFF'S OFFICE LEGAL TRAINING BULLETIN

2019-10

Enforcement of Florida Statutes Sections 316.2045 and 337.406

The constitutionality of both of these statutes has been the subject of significant federal litigation, usually filed by persons who have been arrested or cited for the solicitation of funds from motorists at roadway intersections. (See, e.g., <u>Bischoff v. Florida</u>, 242 F.Supp 1226 (Middle District of Florida 2003); <u>Chase v. City of Gainesville</u>, No. 106 CV 44 SPMAK, 2006 WL 3826983 Northern District of Florida 2006); <u>Vigue v. Shoar</u>, et al, 3:19-cv-00186-TJC (Middle District of Florida 2019). The plaintiffs in these matters have successfully filed temporary or permanent injunctions against specific agencies, such as the City of Gainesville Police Department, prohibiting enforcement of portions of the statutes as unconstitutional.

The courts have granted the injunctions, finding that the statutes are unconstitutional as an invalid restriction on the exercise of free speech. This is because the enforcement has been because of the content of the speech (specifically, begging for money, referred to as "charitable solicitation" by the federal courts).

As a result of the <u>Vigue v. Shoar</u> case, in which the St Johns County Sheriff's Office and DHSMV were sued, DHSMV has modified its posture regarding enforcement of 316.2045 and 337.406. DHSMV will no longer enforce sections 316.2045(2), (3), or (4), and will limit its enforcement of 316.2045(1) and 337.406 as follows:

So long as a person does not impede the free, convenient, and normal use of the road, FHP will no longer treat entering or leaving a roadway while traffic is stopped pursuant to a traffic control device as a violation of section 316.2045(1). FHP will also no longer use this provision to prohibit persons from engaging in lawful conduct such as charitable solicitation adjacent to public streets, highways, or roads, so long as any incursion is during stopped traffic pursuant to a control device and does not impede the free, convenient, and normal use of the road. Additionally, FHP will not enforce this provision against a person who has left the roadway by the time traffic is permitted to move and does not impede the free, convenient, and normal use of the road.

So long as a person does not impede the free, convenient, and normal use of the road, FHP will no longer treat entering or leaving a roadway while traffic is stopped pursuant to a traffic control device as a violation of section 337.406. FHP will no longer use this provision to prohibit persons from engaging in lawful conduct such as charitable solicitation adjacent to public streets, highways, or roads, so long as any incursion is

during stopped traffic pursuant to a control device and does not impede the free, convenient, and normal use of the road. Additionally, FHP will not enforce this provision against a person who has left the roadway by the time traffic is permitted to move and does not impede the free, convenient, and normal use of the road.

This legal bulletin is published to advise that LCSO personnel should not enforce sections 316.2045(2), (3), or (4), and should limit enforcement of section 316.2045(1) and 337.406 in the same manner as FHP described above.

The following parameters should be used to assist enforcement of section 316.2045(1) and 337.406, Florida Statutes, when persons are engaging in lawful conduct such a soliciting funds and may be enforced if circumstances demonstrate a violation of these statutes:

- (1) Traffic must be stopped by a traffic control device
- (2) Persons must leave the road when traffic is able to move
- (3) Persons must not impede, hinder, stifle, retard, or restrain the free flow of traffic
- (4) Persons may not keep traffic stopped once it is able to move.

James W. Pimentel, Esq. LCSO General Counsel



LEON COUNTY SHERIFF'S OFFICE LEGAL TRAINING BULLETIN

2019-11

Enforcement of County Ordinance Chapter 11, Article VIII Solicitation on Public Streets

<u>Summary</u>: Leon County Ordinance Chapter 11, Article VIII, Solicitation on Public Streets, sections 11-249 and 11-250, should not be used to take action against persons engaged in charitable solicitation (i.e., begging). Instead, determine if the person is engaging in <u>conduct</u> that violates Florida Statutes sections 315.2045(1) or 337.406 as (such as interfering with traffic) set forth in Legal Training Bulleting 2019-10.

Legal Training Bulletin 2019-10 discussed enforcement of Florida Statutes sections 316.2045 and 337.406, following the ruling of several Federal Judges in Florida that the statutes contained unconstitutional provisions. The enforcement of the statutes, with respect to folks soliciting for funds on the roadway, was found to be an unconstitutional action, because enforcement was directed towards a specific type of speech, specifically charitable solicitation (i.e., begging).

Consistent with the rulings in the federal cases (which also involved in one case a local ordinance), a similar problem arises with enforcement of the Leon County ordinance prohibiting Solicitation on Public Streets, Chapter 11, Article VIII, sections 11-249 and 11-250. This ordinance prohibits any person from soliciting in or on the median of any street within the county.

Soliciting in the ordinance mean "to go upon any public street, roadway, highway, or median thereof, for the purpose of selling goods or services or receiving contributions in the forms of alms, money, subscription, property, or donations from motorists, or for the purpose of distributing advertisements or other merchandise and property, or for the purpose of taking orders for the sale of any personal property or real property from motorists or to beg.

The exceptions to the ordinance are 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 shall not constitute a violation of this section.

However, as set forth in Legal Training Bulletin 2019-10, federal judges have ruled that charitable solicitation (i.e., begging), is constitutionally protected free speech activity. (See, e.g., <u>Bischoff v. Florida</u>, 242 F.Supp 1226 (Middle District of Florida 2003); <u>Chase v. City of Gainesville</u>, No. 106 CV 44 SPMAK, 2006 WL 3826983 Northern District of

Florida 2006); Vigue v. Shoar, et al, 3:19-cv-00186-TJC (Middle District of Florida 2019).

This legal bulletin is published to advise that LCSO personnel should not enforce the Leon County ordinance. Instead, LCSO personnel should determine if the conduct violates Florida Statutes sections 316.2045(1) or 337.406, and enforce them in the manner as set forth in Legal Training Bulletin 2019-10.

James W. Pimentel, Esq. LCSO General Counsel

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, February 8, 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 adoption of an ordinance entitled to wit:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA; REPEALING CHAPTER 11, ARTICLE VIII OF THE CODE OF LAWS OF LEON COUNTY, ENTITLED SOLICITATION ON PUBLIC STREETS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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).

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, February 7, 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.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the Ordinance may be inspected as part of the agenda package on the County's web site (https://www2.leoncountyfl.gov/coadmin/agenda/). To receive copies of the Ordinance by other means, such as email, mail, or facsimile transmittal, contact County Administration at 850-606-5300.

Advertise: January 29, 2022