

BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

REGULAR MEETING AGENDA

**Tuesday, May 9, 2023
3:00 p.m.**

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



COUNTY COMMISSIONERS

Nick Maddox, Chairman
At-Large II

Carolyn D. Cummings
Vice Chair - At-Large I

Christian Caban
District 2

Rick Minor
District 3

David T. O'Keefe
District 5

Bill Proctor
District 1

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 the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact, on behalf of the Chairman, Mathieu Cavell at Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301 or CMR@leoncountyfl.gov, by written request at least 48 hours prior to the proceeding. Telephone: (850) 606-5300, 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service. Accommodation Request Forms are available on the website www.leoncountyfl.gov/ADA.

Board of County Commissioners
Leon County, Florida
Agenda

Regular Public Meeting
Tuesday, May 9, 2023, 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 [Facebook](#) page, [YouTube](#) channel, [Twitter](#) and County [web site](#).

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 Pastor LaNorris McFadden of Shady Grove Primitive Baptist Church

Pledge of Allegiance by Commissioner David T. O'Keefe

AWARDS AND PRESENTATIONS

- Proclamation Recognizing May 21-27, 2023 as National Public Works Week
(Chairman Maddox)
- Proclamation Recognizing May as Bike Month
(Chairman Maddox)
- Proclamation Recognizing Wanda Hunter, Assistant County Administrator, for Being Named as One of the Tallahassee Democrat's 25 Women You Need to Know
(Commissioner Cummings)
- Proclamation Recognizing the 100th Anniversary of the Greater Tallahassee Chamber of Commerce
(Commissioner Cummings)
- Overview of the Upcoming 2023 Hurricane Season
(Kevin Peters, Director of Emergency Management)

CITIZENS TO BE HEARD ON CONSENT AND NON-AGENDAED ITEMS

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

CONSENT

1. Minutes: February 21, 2023 Regular Meeting and March 7, 2023 Joint Comprehensive Plan Workshop
(Clerk of Court)
2. Payment of Bills and Vouchers
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
3. Proposed Revisions to Policy No. 11-5, Litigation Hold Policy
(County Attorney)
4. Commissioner Appointment to the Water Resource Committee
(County Administrator/ County Administration)
5. Acceptance of the Florida Department of Law Enforcement Justice Assistance Grant and of a Florida Off Road Foundation Donation for the Leon County Sheriff's Department
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
6. Proposed Revisions to Policy No. 00-07, "Purchasing Card Policy"
(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)
7. Proposed Revisions to the Leon County Personnel Policies and Procedures, Section 7.24 – Sick Leave Pool
(County Administrator/ Human Resources)
8. Officer-In-Resident Program Proposal from the Mount Olive Affordable Housing and Community Development Corporation, Inc.
(County Administrator/ Human Services & Community Partnerships)
9. 9/11 Day of Remembrance and Service for 2023
(County Administrator/ Human Services & Community Partnerships)
10. Child Protection Examinations Agreement with The University of Florida Board of Trustees
(County Administrator/ Human Services & Community Partnerships)
11. Memorandum of Understanding with Second Harvest of the Big Bend for Congregate Meal Programming
(County Administrator/ Library)
12. Interlocal Agreement for the Maintenance of Landscaping on Portions of Capital Circle Southwest and Capital Circle Southeast
(County Administrator/ Public Works)

Procurements: *(These items are included under Consent.)*

13. Approval to Contract for Bond Counsel and Disclosure Counsel Services
(County Attorney)
14. Approval of the Agreement for the Loans at Work Program
(County Administrator/ Purchasing/ Human Resources)

15. Authorization to Negotiate an Agreement for Aerial Mapping Services
(County Administrator/ Purchasing/ Office of Information Technology)

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

16. Annual Investment Report for Fiscal Year 2021-2022
(Clerk of Court)
17. Status Report on Leon County's Towing Ordinance
(County Administrator/ County Administration)
18. Midyear FY 2023 Commissioner Discussion Items Status Report
(County Administrator/ County Administration)

CONSENT ITEMS PULLED FOR DISCUSSION

GENERAL BUSINESS

19. Ratification of Board Actions Taken at the April 25, 2023 Fiscal Year 2024 Budget Workshop
(County Administrator/ Financial Stewardship)
20. Approval of the Funding Recommendations for the Tourist Development Taxes Allocated Through the Community Redevelopment Agency to Indaba, Inc.
(County Administrator/ Tourism)
21. Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.
(County Administrator/ Office of Resource Stewardship)
22. Nominations to the Governor for Appointments to the Children's Services Council of Leon County
(County Administrator/ County Administration)
23. Full Board Appointments to the Advisory Committee for Quality Growth, the Minority Women & Small Business Enterprise Citizen Advisory Committee, and the Value Adjustment Board
(County Administrator/ County Administration)

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

24. First and Only Public Hearing to First Consider a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing
(County Administrator/ Office of Financial Stewardship/ Human Services & Community Partnerships)
25. Transmittal Public Hearing on the 2023 Cycle, Comprehensive Plan Text Amendment
(County Administration/ PLACE/ Planning)

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

RECEIPT AND FILE

- Children's Services Council of Leon County Quarterly Financial Report, FY 2023 Second Quarter
- Leon County Educational Facilities Authority Financial Statements for Years Ending September 30, 2022 and 2021 with Report of Independent Auditors

ADJOURN

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for
Tuesday, June 13, 2023 at 3:00 p.m.*

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

PUBLIC NOTICE

Leon County Board of County Commissioners 2023 Tentative Meeting Schedule

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

Date	Day	Time	Meeting
January 23	Monday	9:00 a.m.	Board Retreat
January 24	Tuesday	3:00 p.m.	Regular Board Meeting
February 21	Tuesday	3:00 p.m.	Regular Board Meeting
March 7	Tuesday	1:00 p.m.	Joint County/City Workshops on Comprehensive Plan Amendments & Infill Development
March 21	Tuesday	3:00 p.m.	Regular Board Meeting
April 11	Tuesday	3:00 p.m.	Regular Board Meeting <i>cancelled</i>
April 25	Tuesday	9:00 a.m.	Budget Workshop
May 9	Tuesday	3:00 p.m.	Regular Board Meeting
May 9	Tuesday	6:00 p.m.	Transmittal Hearing on the 2023 Cycle Comprehensive Plan Amendments
May 23	Tuesday	1:00 p.m.	Workshop on Addressing Homelessness
June 13	Tuesday	3:00 p.m.	Regular Board Meeting
June 13	Tuesday	6:00 p.m.	Adoption Hearing on 2023 Cycle Comprehensive Plan Amendments
June 20	Tuesday	9:00 a.m.	Budget Workshop
July 11	Tuesday	9:00 a.m.	Budget Workshop (if necessary)
July 11	Tuesday	3:00 p.m.	Regular Board Meeting
September 12	Tuesday	3:00 p.m.	Regular Board Meeting
September 12	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
September 26	Tuesday	1:00 p.m.	Workshop (TBD)
September 26	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
October 10	Tuesday	3:00 p.m.	Regular Board Meeting
October 24	Tuesday	1:00 p.m.	Workshop (TBD)
November 14	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
November 28	Tuesday	1:00 p.m.	Workshop (TBD)
December 12	Tuesday	3:00 p.m.	Regular Board Meeting

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

PUBLIC NOTICE
Leon County Board of County Commissioners
2023 Tentative Meeting Schedule

Month	Day	Time	Meeting Type
January 2023	Monday 2	Offices Closed	NEW YEAR'S DAY OBSERVED
	Tuesday 10	No meeting	BOARD RECESS
	Monday 16	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 17	9:00 a.m.	Capital Region Transportation Planning Agency Retreat PSC Room, 911 Easterwood Dr. Tallahassee, 32311
	Monday 23	9:00 a.m.	Board Retreat Parkview at Cascades 414 E. Bloxham St. Tallahassee
	Tuesday 24	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Ordinance Amending Chapter 4, Article II of Leon County Code of Laws Regarding Animal Control
	Thursday 26 – Friday 27		Florida Association of Counties Broadband Summit St. Johns County- Ponte Vedra Beach, FL
February 2023	Thursday 9	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Saturday 11 – Tuesday 14		NACO Legislative Conference Washington, D.C.
	Tuesday 21	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	First & Only Public Hearing to Consider Adopting an Ordinance Amending Official Zoning Map to Change Zoning Classification from Residential Acre (RA) Zoning District to Single- and Two-Family Residential (R-3) Zoning District for 32.18 Acres Located at 3762 Capital Circle NW
		6:00 p.m.	First & Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to add a 1.0-Acre Parcel at the Northeast Corner of the Intersection of Tram Road and Zillah Street (626 Tram Road) to the Local Register of Historic Places, and to Change the Zoning Classification from Single-Family Detached, Attached and Two-Family Residential (R-3) Zoning District to (R-3) Zoning District with Historic Preservation Overlay (HPO)
		6:00 p.m.	First and Only Public Hearing on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending Chapter 10 to Correct Scrivener's Errors and Inadvertent Inconsistencies
		6:00 p.m.	First of Two Public Hearings to Consider an Ordinance Amending the Lake Protection Zoning District
	Tuesday 28	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
March 2023	Tuesday 7		Florida 2023 Regular Legislative Session Begins
	Tuesday 7	1:00 p.m.	Joint County/City Workshop on the 2023 Cycle Comprehensive Plan Amendments & Infill Development
	Thursday 9	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers

Month	Day	Time	Meeting Type
March 2023 (cont.)	<i>Wednesday 15</i>		<i>Florida Association of Counties Legislative Day FSU Turnbull Conference Center</i>
	Monday 20 cancelled	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 21	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 Ordinance Amending the Lake Protection Zoning District
		6:00 p.m.	First and Only Public Hearing to Consider an Ordinance Amending the Pre-Development Environmental Analysis Reviews Section of the Environmental Management Act
April 2023	Tuesday 11 cancelled	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 25	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 th Floor Commission Chambers
	<i>Saturday 29</i>		<i>Honor Flight Tallahassee Washington D.C.</i>
May 2023	Friday May 5		<i>Florida 2023 Legislative Session Ends</i>
	Tuesday 9	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	County Transmittal Hearing on Cycle 2023 Comprehensive Plan Amendments (City Public Hearing held 4/27/2023)
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing
	Thursday 11	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop City Commission Chambers
		3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Friday 19	Offices Closed	FLORIDA EMANCIPATON DAY observed
	Saturday 20		FLORIDA EMANCIPATON DAY
	Monday 22	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	<u>Tuesday 23</u>	<u>1:00 p.m.</u>	<u>Workshop on Addressing Homelessness</u> <u>County Courthouse, 5th Floor Commission Chambers</u>
	Monday 29	Offices Closed	MEMORIAL DAY
June 2023	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
		6:00 p.m.	County Adoption Hearing on Cycle 2023 Comprehensive Plan Amendments (City Public Hearing to be held June 14, 2023)
	Thursday 15	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Monday 19	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Tuesday 20	9:00 a.m.	Budget Workshop County Courthouse, 5 th Floor Commission Chambers
	<i>Wednesday 21 – Sunday 25</i>		<i>National Organization of Black County Officials (NOBCO) Annual Conference – Miami-Dade County, FL</i>
	<i>Tuesday 27 – Friday 30</i>		<i>FAC Annual Conference & Educational Exposition Orange County; Orlando, FL</i>

Month	Day	Time	Meeting Type
July 2023	Tuesday 4	Offices Closed	INDEPENDENCE DAY
	Tuesday 11	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
	<i>Friday 21 - Monday 24</i>		<i>NACo Annual Conference Travis County - Austin, TX</i>
	Tuesday 25	No Meeting	BOARD RECESS
	<i>Wednesday 26 – Saturday 29</i>		<i>National Urban League Annual Conference Houston, TX</i>
August 2023	<i>Friday 18 – Sunday 20</i>		<i>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</i>
September 2023	Monday 4	Offices Closed	LABOR DAY
	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
		6:00 p.m.*	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 23/24*
	<i>Wednesday 13 – Thursday 14</i>		<i>FAC Innovation & Policy Conference Seminole County – Lake Mary, FL</i>
	Thursday 14	3:00 p.m.	Blueprint Intergovernmental Agency Meeting & Budget Public Hearing at 5:00 p.m/ City Commission Chambers
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	<i>Wednesday 20 – Sunday 24</i>		<i>Congressional Black Caucus Annual Legislative Conference – Washington D.C.</i>
	Tuesday 26	1:00 p.m.	Workshop - tentative (TBD) County Courthouse, 5th Floor Commission Chambers
	Tuesday 26	6:00 p.m.*	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 23/24*
	<i>Saturday 30 – Wednesday 4</i>		<i>ICMA Annual Conference Travis County / Austin, TX</i>
<i>*These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings</i>			
October 2023	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5th Floor Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 24	1:00 p.m.	Workshop - tentative (TBD) County Courthouse, 5th Floor Commission Chambers
November 2023	Tuesday 7	3:00 p.m.	Blueprint Intergovernmental Agency Meeting City Commission Chambers
	Friday 10	Offices Closed	VETERAN'S DAY observed
	Tuesday 14	3:00 p.m.	Reorganization and Regular Meeting County Courthouse, 5th Floor Commission Chambers
	<i>Wednesday 15 – Friday 17</i>		<i>FAC Legislative Conference Hillsborough County – Tampa, FL</i>
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Thursday 23	Offices Closed	THANKSGIVING DAY
	Friday 24	Offices Closed	FRIDAY AFTER THANKSGIVING DAY
	Tuesday 28	1:00 p.m.	Workshop - tentative (TBD) County Courthouse, 5th Floor Commission Chambers

Month	Day	Time	Meeting Type
December 2023	Tuesday 12	3:00 p.m.	Regular Meeting County Courthouse, 5 th Floor Commission Chambers
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency Meeting City Commission Chambers
	Monday 25	Offices Closed	CHRISTMAS
January 2024	Monday 1	Offices Closed	NEW YEAR'S DAY
	Tuesday 9	No Meeting	BOARD RECESS

Meetings listed in italics are included in the Board's 2023 Travel Schedule

Citizen Committees, Boards, and Authorities

Current and Upcoming Vacancies

CURRENT VACANCIES

Advisory Committee for Quality Growth

Board of County Commissioners (1 appointment of a Greater Tallahassee Chamber of Commerce nominee)

Animal Classification Committee

Board of County Commissioners (1 appointment) – Licensed Veterinarian

Board of County Commissioners (1 appointment) – Informed Citizen

CareerSource Capital Region Board

Board of County Commissioners (1 appointment)

Children's Services County

Board of County Commissioners (nominations for 3 seats)

Council on Culture and Arts

Board of County Commissioners (1 appointment) - Business/Economic Development Seat

Tallahassee Sports Council

Board of County Commissioners (1 appointment)

Water Resource Committee

Commissioner - District III: Rick Minor (1 appointment)

Commissioner - District V: David T. O'Keefe (1 appointment)

UPCOMING VACANCIES

APRIL 30, 2023

Minority, Women & Small Business Enterprise Advisory Committee

Board of County Commissioners (2 appointments)

Tallahassee Sports Council

Board of County Commissioners (1 appointment)

Value Adjustment Board

Board of County Commissioners (1 appointment)

MAY 31, 2023

Advisory Committee for Quality Growth

Board of County Commissioners (8 appointments)

JUNE 30, 2023

Board of Adjustments & Appeals

Board of County Commissioners (2 appointments)

CareerSource Capital Region Board

Board of County Commissioners (1 appointment)

Planning Commission

Board of County Commissioners (1 appointment)

School Board of Leon County (1 appointment)

JULY 31, 2023

Code Enforcement Board

- Commissioner - District II: Christin Caban (1 appointment)
- Commissioner – At-Large I: Carolyn Cummings (1 appointment)
- Commissioner – At-Large II: Nick Maddox (1 appointment)

Investment Oversight Committee

- Clerk of Courts (1 appointment)

Leon County Educational Facilities Authority

- Board of County Commissioners (1 appointment)

Water Resource Committee

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

SEPTEMBER 30, 2023

Animal Shelter Advisory Board

- Board of County Commissioners (2 appointments)

Council on Culture & Arts Board

- Board of County Commissioners (3 appointments)

Housing Finance Authority of Leon County

- Commissioner - District II: Christian Caban (1 appointment)

Science Advisory Committee

- Commissioner - District At-Large I: Carolyn Cummings (1 appointment)
- Commissioner - District At-Large II: Nick Maddox (1 appointment)

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

- Commissioner - District II: Christian Caban (1 appointment)
- Commissioner - District At-Large I: Carolyn Cummings (1 appointment)
- Commissioner - District At-Large II: Nick Maddox (1 appointment)
- Board of County Commissioners (3 appointments – selected by the CSWG and ratified by the Board)

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

Leon County Board of County Commissioners

Agenda Item #1

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Minutes: February 21, 2023 Regular Meeting and March 7, 2023 Joint Comprehensive Plan Workshop

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: February 21, 2023 Regular Meeting and March 7, 2023 Joint Comprehensive Plan Workshop.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the minutes of the February 21, 2023 Regular Meeting and March 7, 2023 Joint Comprehensive Plan Workshop.

Attachments:

1. February 21, 2023 Regular Meeting Minutes
2. March 7, 2023 Joint Comprehensive Plan Workshop Minutes

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
REGULAR MEETING
February 21, 2023**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chair Nick Maddox presiding. Present were Vice-Chair Carolyn Cummings and Commissioners David T. O'Keefe, Christian Caban, Brian Welch, Bill Proctor, and Rick Minor. Also present were County Administrator Vincent Long, County Attorney Chasity O'Steen, and Clerk to the Board Beryl H. Wood.

Chair Maddox called the meeting to order at 3:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

The Invocation was provided by Reverend Dr. Joseph T. Wright, Pastor of Jerusalem Missionary Baptist Church, as introduced by Vice-Chair Cummings.

The Pledge of Allegiance was provided by Vice-Chair Cummings.

AWARDS AND PRESENTATIONS

- Proclamation Recognizing the 80th Anniversary of the United Way of the Big Bend.
 - Chair Maddox presented the proclamation recognizing the 80th Anniversary of the United Way of the Big Bend.
 - Berneice Cox, President and CEO of the United Way of the Big Bend, accepted the proclamation and thanked the Board for the partnership and for the working relationship. Also present from the United Way of the Big Bend were Erik Davis, Chairman of the Board of Directors, Dr. Jim Murdaugh, Immediate Past Chair, Lisa Garcia, and Wanda Hunter, Assistant County Administrator.
- Proclamation Recognizing Althemese Barnes for her Efforts as a Custodian of Local African American History.
 - Commissioner Proctor presented the proclamation recognizing Althemese Barnes for efforts as a Custodian of Local African American History.
 - Althemese Barnes thanked the Board for the proclamation and the support through the years. She presented an annual report to County Administrator Long of the 30 museums they serve across the State. She highlighted Leon County for recognizing the May 20th Holiday.
 - Chair Maddox thanked Mrs. Barnes for her dedication to the community and for keeping history alive.
 - Commissioner Minor thanked Commissioner Proctor for thinking of Mrs. Barnes for the proclamation. He congratulated Mrs. Barnes and discussed the importance of preserving history.
- Proclamation Recognizing Elizabeth Murell Dawson from the FAMU Black Archives for her Efforts as a Custodian of African American Culture.
 - Commissioner Proctor presented the proclamation recognizing Elizabeth Murell Dawson from the FAMU Black Archives for her efforts as a Custodian of African American Culture.
 - Elizabeth Murell Dawson thanked the Board for the recognition and for the great work it continues to do in the community. She shared the proclamation with members of her family, members of her community, and members of the Meek-Eaton Black Archives.

- Chair Maddox thanked Ms. Dawson for being an example of leadership.
- Commissioner Proctor presented Ms. Dawson with a complaint filed in 2010, with the United States Department of Justice, Civil Rights Division, seeking that the Justice Department mandate the State of Florida to follow Fla. Stat. § 1003.42(g) (1994), along with additional important documents. Commissioner Proctor asked Ms. Dawson to open a public file documenting the struggle citizens have gone through for Florida to teach African American History. Commissioner Proctor stated the journey of African American History deserves to be chronicled in the Meek-Eaton Black Archives Museum.
- Award Recognizing Leon County's Ongoing Support of Honor Flight Tallahassee.
 - Tom Napier, Vice Chair of Honor Flight Tallahassee, announced that April 29, 2023, will be their next Honor Flight and invited the Commission to join. He recognized Leon County's ongoing support. Mr. Napier presented a letter, from Mac Kemp, and a plaque of appreciation award to Commissioner Proctor and thanked him for the support on last year's Honor Flight.
 - Commissioner Proctor thanked Mr. Napier for the letter and appreciation award.
- Presentation of the Leon County Sheriff's HOST Deputy Program.
 - Sheriff Walt McNeil, Leon County Sheriff's Office, presented the HOST (Homeless Outreach Street Team) Pilot Program update. He spoke on the outcome of those efforts and their work with Big Bend Continuum of Care. He mentioned the program has coordinated with twelve different organizations including, but not limited to, the City of Tallahassee Emergency Assessment Mobility Team, local media, and communities. He noted they focused on specific geographic locations, connecting individuals with intervention services, mental health services, and coordinated with their Warrants Unit to make sure they looked at evictions and pre-evictions. They also connected with unsheltered persons and unemployment issues. He provided a demographic breakdown of the 183 individuals they contacted. He stated that his deputies have tried to sort out a very complex issue, and he believes law enforcement is not the answer to address homelessness in Leon County and across the nation. He mentioned they have looked at other agencies across the country. He shared his recommendations: to continue the Pilot Program, improve coordination with the unsheltered population, to establish a formal relationship with faith-based partners, and to identify additional ways to market the availability of landlord risk mitigation. The report was not finalized but would be reviewed once more and given to the Board.
 - Commissioner Proctor shared that the Sheriff is a man of compassion, and that arresting people is not the solution. He stated he is not satisfied with the idea of enacting ordinances nor did Sheriff McNeil recommend going forward with the ordinance. He stated District 1 has plenty of concerns, including concerns of persons wandering. He inquired what percentage of people needed mental health services. He shared that he supports continuing with the Pilot Program and recommended identifying ways to minimize landlord risk.
 - Chair Maddox stated he was not in support of moving forward with the ordinance, given Sheriff McNeil's recommendation, and wished to continue with the HOST Program.
 - Commissioner O'Keefe thanked Sheriff McNeil and deputies for taking the time to give the report and acknowledged the progress being made. He shared his concern with gaining trust from citizens through the HOST program. He asked if the Tallahassee Police Department works with the Sheriff's Department in referring to the HOST deputies when they interact with unhoused individuals

- and if Sheriff McNeil had an estimate of the number of the detention center stays avoided by these interactions during this time period and budgeted cost.
- Sheriff McNeil confirmed they coordinate with the Tallahassee Police Department. He stated he is still working on those numbers and will be bringing back a report.
 - Commissioner Minor applauded Sheriff McNeil and the entire Office for the HOST Program and spoke about the daily feedback he receives from citizens about homelessness. *He made a motion for a presentation from the Big Bend Continuum of Care on their recent Point-in-Time Count when the data is ready in March or April, seconded by Commissioner O'Keefe.* He stated it is important to see the data of where the investment of \$6.2 million is going.
 - Commissioner Caban thanked Sheriff McNeil for the hard work and efforts keeping the community safe. He stated that he does not believe that the problem with homelessness can be solved with the HOST program alone. He shared his concern with the homeless problem in his district where it is more noticeable than any other areas in Leon County, specifically along West Pensacola Street and West Tennessee Street. He stated he has not seen the improvements he would like; instead, it's progressively getting worse. He offered an amendment to the motion, *to schedule a workshop on homelessness, to include non-profit, local partners and law enforcement.*
 - Chair Maddox asked Commissioner Minor if he would like to amend his motion to schedule a homelessness workshop including all local partners.
 - Commissioner Minor accepted the friendly amendment, seconded by Commissioner O'Keefe.
 - Vice Chair Cummings spoke about citizens being concerned about this issue, but to also recognize that they need to balance the rights of homeless people and need to be sensitive and compassionate about the conditions of the homeless population. She stated her support for Sheriff McNeil's recommendation and the workshop. She asked Sheriff McNeil if the coordination with faith-based communities, non-profits, and other organizations will help them provide funds and support towards the homeless community.
 - Sheriff McNeil responded they are trying to figure out what is the true number of persons out there and what the whole population looks like. He recommended to bring those persons input to the upcoming workshop to identify what their needs are.
 - Vice Chair Cummings ask if extending the Pilot Program would get into those specifics during the next 6 months.
 - Sheriff McNeil stated over the next 6 months they would continue to work with downtown businesses and neighborhoods to drive down the number of persons in the homeless community, but he does not have an idea of the bed capacity, and the percentage of the population with mental health issues. He confirmed with Vice Chair Cummings to have a further discussion on the upcoming workshop and bring interested parties.
 - Commissioner Welch commended the Sheriff and his deputies for the continued work. He stated that the Sheriff's statistics indicate these efforts to be working to some extent. He shared his concern about the number of individuals who are not from Tallahassee and only 39% being local; he stated it's a huge problem. He shared that the HOST Program is essentially fulfilling what the ordinance was asking but they have not standardized what the intention is for the quality of life that is acceptable for Leon County. He agreed to have a workshop, but also encouraged the Board to come up with actionable items from the Workshop, do something and not keep going around saying it needs to be done. He shared his concern about panhandling and how it has gotten worse since they discussed

the ordinance. He believes that it is unfair to make this is a law enforcement problem. He concluded by saying if they will not adopt an ordinance, they need to commit to fund more bed space, they need to be creative and build a campground, and give themselves a chance to draw a line for what they consider an acceptable quality of life, it's not about punishing or criminalizing the homeless.

Commissioner Minor moved, seconded by Commissioner O'Keefe, to schedule a homelessness workshop to include local partners.

The motion carried 7-0.

CITIZENS TO BE HEARD ON CONSENT AND NON-AGENDAED ITEMS

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

- Mark Schlakman, 425 W. Jefferson Street, Tallahassee, Florida 32301, Sr. Program Director, FSU Center for the Advancement of Human Rights, Cawthon House at the College of Law, and chair of the Sheriff's Citizen Commission, was appearing in his personal capacity. He spoke about the Declaration of Human Rights and U.S. Treaty. He shared how it can contribute to best practices regarding these issues. He shared that homelessness was not only a national problem but international. He offered to make himself available to identify best practices and share distributed information with the Board.
- Carol Weissert, 1113 Savannah Trace Tallahassee, Florida 32312, representing the Compassion and Social Justice Committee of First Presbyterian Church. She spoke in support of the Sheriff's Host Program and suggested setting up a task force composed of providers, businesses and faith-based organizations, as well as the health care community. She asked that the Board invite the City of Tallahassee and local colleges and universities to join in this effort as well.
- Stanley Sims, 1320 Avondale Way, Tallahassee, Florida 32317, stated he was optimistic even though the issue plagues the community, that the City and County would address the homeless issue with dignity and sensitivity.

CONSENT

Commissioner Welch moved, seconded by Commissioner Caban, to approve the consent agenda.
The motion carried 7-0.

1. Minutes: December 13, 2022, Regular Meeting

The Board approved Option #1: Approve the minutes of: December 13, 2022, Regular Meeting.

2. Payment of Bills and Vouchers

The Board approved Option #1: Requesting Board approval of the payment of bills and vouchers submitted for February 21, 2023, and pre-approval of payment of bills and vouchers for the period of February 22, 2023.

3. Commissioner Appointments to the Science Advisory Committee

The Board approved Option #1: Ratify Commissioners' appointment of citizens to the Science Advisory Committee as follows:

- Commissioner Caban Appoints Richard Darabi for the remainder of the unexpired term ending on September 30, 2024.*
- Commissioner Proctor appoints Ebrahim Ahmadisharaf for the remainder of the unexpired term ending September 30, 2023, followed by a four-year term ending on September 30, 2027.*

4. Proposed Revisions to Policy No. 19-1, "Leon County Volunteer Services Policy"

The Board approved Option #1: Adopt the proposed revised Policy No. 19-1 "Leon County Volunteer Services Policy".

5. Request to schedule the First and Only Public hearing to consider an ordinance Amending the Pre-Development Environmental Analysis reviews section of the Environmental Management Act for March 21, 2023.

The Board approved Option #1: Schedule the first and only public hearing to consider an Ordinance amending the Pre-Development Environmental Analysis Reviews Section of the Environmental Management Act for March 21, 2023 at 6 p.m.

6. Ratification of the Submission of a Grant Application for a FY 2022 Federal Assistance to Firefighter Grant

The Board approved Option #1: Ratify the submission of the application for a Federal Emergency Management Agency FY 2022 Assistance to Firefighter Grant.

7. Acceptance of the Big Bend Healthcare Coalition Grants for Emergency Medical Services

The Board approved Option #1 -2: Option #1: Accept the three grants in an amount not to exceed \$33,000 and approve the Project/Service Agreements with the Big Bend Healthcare Coalition; and authorize the County Administrator to execute the Agreements, and

Option #2: Approve the Resolution and associated Budget Amendment Request to realize the funds into the FY 2023 budget.

8. Resolution of Intent to Lease Space at the Leon County Government Annex to the United States of America, by and through the General Services Administration, and a Standstill Agreement

The Board approved Option #1: Adopt a Resolution of Intent to lease space at the Leon County Government Annex to the General Services Administration and authorize the County Administrator or designee to execute the Standstill Agreement, and approve extending the term in the Agreement for up to twelve additional months, if necessary, subject to legal review by the County Attorney.

9. Acceptance of the State of Florida, Florida Department of Law Enforcement Criminal Justice Information Services Grant

The Board approved Option #1: Accept the State of Florida, Florida Department of Law Enforcement Criminal Justice Information Services Grant in the amount of \$541,000 and authorize the Leon County Sheriff to recognize and spend the funds within the requirements of the Grant Agreement, and

Option #2: Approve the Resolution and associated Budget Amendment Request to realize the funds into the Sheriff's FY 2023 budget.

10. Acceptance of the FY 2023 State of Florida Division of Elections Network Security Enhancements Election Security Grant

The Board approved Option #1: Accept the FY 2023 Election Security Enhancement Grant award in the amount of \$116,327 within the requirements of the Memorandum of Agreement and authorize the Leon County Supervisor of Elections to recognize and spend the funds for eligible expenses per the grant guidelines, and

Option #2: Approve the Resolution and associated Budget Amendment Request to realize the funds into the Supervisor of Elections' FY 2023 budget.

11. Acceptance of the Hazard Mitigation Program Grant for the Leon County Sheriff's Office Administration Building Wind Retrofit Project

The Board approved Options #1-2: Option #1: Accept the Hazard Mitigation Program Grant in the amount of \$740,909 for the Leon County Sheriff's Administration Building Wind Retrofit Project and authorize the County Administrator to execute the Grant Agreement, including any future modifications, subject to legal review by the County Attorney, and

Option 2: Approve the Resolution and associated Budget Amendment Request to realize the funds into the FY 2023 budget.

12. Acceptance of Cities for Financial Empowerment Fund CityStart Grant

The Board approved Options #1-3: Option #1 Accept the Cities for Financial Empowerment Fund CityStart Grant in the amount of \$75,000 and authorize the County Administrator to execute all documents associated with receiving the Grant including the associated Memorandum of Understanding, and any future amendments, subject to legal review by the County Attorney, and

Option 2: Approve the Resolution and associated Budget Amendment to realize the funding into the FY 2023 budget, and

Option 3: Accept the implementation plan for the utilization of the CityStart Grant as outlined in the item and authorize the County Administrator to execute a contract with the Capital City Chamber of Commerce for up to \$50,000, subject to legal review by the County Attorney.

13. Proposed Revisions to the Leon County Indigent Cremation and Burial Program Fee Schedule

The Board approved Option #1: Adopt the proposed Resolution to revise the fee schedule for the Leon County Indigent Cremation and Burial Program.

14. Proposed Amendments to the FY 2021-2023 Leon County SHIP-LHAP and Adoption of the FY 2024-2026 Leon County SHIP-LHAP

The Board approved Options #1 -2: Option #1: Approve the proposed amendments to the FY 2021-2023 Leon County State Housing Initiatives Partnership Local Housing Assistance Plan and adopt the associated Resolution, and

Option #2: Approve the proposed FY 2024-2026 Leon County State Housing Initiatives Partnership Local Housing Assistance Plan and adopt the associated Resolution.

15. Springs Restoration Grant Amendment for Woodville Sewer System Project

The Board approved Options #1-2: Option #1: Approve the Florida Department of Environmental Protection Springs Restoration Grant Amendment for the Woodville Sewer System Project and authorize the County Administrator to execute the Grant Amendment, including any future modifications, subject to legal review by the County Attorney, and

Option #2: Approve the Resolution and associated Budget Amendment.

16. Approval of a Performance Agreement and Surety Device Associated with Public Roadway Construction to Support the Cawthon Development

The Board approved Option #1: Accept the Performance Agreement and Surety Device associated with public roadway construction to support the Cawthon Development and authorize the County Administrator to execute the Agreement and any future extensions thereto.

Procurements (These items are included under Consent)

17. Approval to Award the Continued Supply of Printer/Copier Maintenance and Support Agreement

The Board approved Option #1: Approve the selection of Robert J. Young Company, LLC to provide continued supply of printer/copier maintenance and support to Leon County as set forth in Bid number BC-2023-009 and authorize the County Administrator to execute the 5-year Agreement, subject to legal review by the County Attorney.

18. Bid Award for the Leon County Roof Repair and Coating Project

The Board approved Option #1: Approve the bid award to MaintenX International Service Management Group, Inc. in the amount of \$386,170 for the Leon County Courthouse Roof Repair and Coating project and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

19. Bid Award for Construction of the Woodville Phase 1A Septic to Sewer Conversions Project

The Board approved Option #1: Approve the bid award to Talcon Group LLC, in the amount of \$14,453,759 for the construction of the Woodville Phase 1A Septic to Sewer

Conversion 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)

20. FY 2022 Annual Report on Code Enforcement, Nuisance Abatement, and Code Compliance Programs

The Board approved Option #1: Accept the FY 2022 Annual Report on the County's Code Enforcement, Nuisance Abatement, and Code Compliance Programs.

21. 2022 Leon County Real Estate Portfolio Annual Report

The Board approved Option #1: Accept the 2022 Leon County Real Estate Portfolio Annual Report.

22. FY 2022 Annual Domi Education Inc. Entrepreneurial Community Impact Report

The Board approved Option #1: Accept Domi's Entrepreneurial Community Impact Annual Report for FY 2022.

23. Status Report on the County's Road Maintenance, Repair and Stabilization Programs for Private Roads

The Board approved Option #1: Accept the status report on the County's Road Maintenance, Repair and Stabilization Programs.

GENERAL BUSINESS

24. Bid Award for the Exclusive Franchise to Provide Waste Collection Services in Unincorporated Leon County

County Administrator Long introduced the item and provided an overview of staff's recommendation. This item seeks Board direction regarding the bid for unincorporated area curbside waste collection services. He shared the current provider contract expires in September 2023. He stated they received 3 competitive bids. He stated that Waste Pro came in as the low bid, which did reflect a rate increase, but was lower than the state average, for residential services.

The following citizens provided in-person comments:

- Lloyd Childree, Director of Government Affairs for Waste Pro, 3516 Pine Tip Road, Tallahassee, Florida 32312, discussed some of the highlights of hiring and benefits including signing bonuses, increased pay scale by 35%, and move to hourly rate vs day rate. He stated they are overstocked with parts, including trucks, and are prepared to move forward. He shared that they are looking forward to continuing servicing Leon County.
- Robert Hyres, 2519 Millennium Cir, Melbourne Florida 32940, Waste Pro, offered a summary of the company's successes. He introduced a few members of Waste Pro. He stated the company offers bonuses of \$10,000 dollars to drivers who maintain a clean safety record for 3 years, that's over \$7.5 million dollars since they started Waste Pro 20 years ago.

- Tim Dolan, 2101 W. State Road 434 Longwood, Florida 32779, Vice-President of Governmental Affairs for Waste Pro, highlighted all the benefits at Waste Pro. He stated there will be no transition, it will be the same drivers but new trucks and no disruption with the routes for employees. He spoke about savings due to the infrastructure in place.
- Chair Maddox stated he would like to move forward with Option #2.
- Commissioner Welch commented on moving for Option #2. He stated he is concerned about the percentage increase in the rate but wants the community to know this is the lowest responsive bidder and is still in line with state averages. Complimented Mr. Childree on his professionalism. He supported moving forward.
- Commissioner O'Keefe asked County Administrator Long if there is a risk for trying to negotiate for lower commercial rates and have an increase in the residential rate.
- County Administrator Long stated they would do their best to bring back options. He mentioned that part of negotiating down the commercial rate will contemplate offsetting increases to the residential rate but keeping the residential rate as low as possible will be the course of action.
- Commissioner O'Keefe stated his support for Option #1, and congratulated staff for receiving a bid and realizing they needed to do better, and putting out another solicitation to make sure they get the best offers.
- Commissioner Caban offered support for Option #2 and asked County Administrator Long to go and fight on behalf of Leon County residents.

Commissioner Welch moved, seconded by Vice Chair Cummings, to approve Option #2:

a. Reject all bids for the exclusive franchise to provide waste collection services in unincorporated Leon County, b. Waive Section 5.08 of the Leon County Policy No. 96-1, "Purchasing Policy", c. Authorize the County Administrator to negotiate with Waste Pro of Florida, Inc., to reduce commercial rates and mitigate any increase to residential rates, and d. If negotiations are unsuccessful with Waste Pro of Florida, Inc., authorize the County Administrator to negotiate with the remaining bidders in rank order.

The motion carried 7-0.

25. Ratification of Board Actions Taken at the January 23, 2023, Annual Retreat

County Administrator Long introduced the item and provided an overview of staff's recommendation. This item seeks ratification of Board actions taken at the January 23, 2023, Board Retreat.

Commissioner O'Keefe moved, seconded by Commissioner Welch, to approve Option #1: Ratify the actions taken at the January 23, 2023, Board Retreat.

The motion carried 7-0.

26. Full Board Appointments to the Animal Shelter Advisory Board and the Apalachee Regional Planning Council

County Administrator Long introduced the item and provided an overview of staff's recommendation. This item seeks the full Board's consideration of the appointment of a citizen to the Animal Shelter Advisory Board and a City Commissioner to the Apalachee Regional Planning Council.

The following citizen provided in-person comments:

- Katherine Stryker, 2124 Trimble Road, Tallahassee, Florida 32303, demonstrated her interest to be appointed to the Animal Shelter Advisory Board. She also thanked the Board.

Commissioner Welch moved, seconded by Commissioner O'Keefe, to approve Option #1: Appoint one citizen, Katherine Stryker, to the Animal Shelter Advisory Board for the remainder of the unexpired term ending September 30, 2023, followed by an additional three-year term ending September 30, 2026.

The motion carried 7-0.

Vice Chair Cummings moved, seconded by Commissioner Caban, to approve Option #2: Confirm the reappointment of City Commissioner Jacqueline Porter to the Apalachee Regional Planning Council for a two-year term ending December 31, 2024.

The motion carried 7-0.

The Commission recessed at 4:57 p.m. and returned at 6:00 p.m.

SCHEDULED PUBLIC HEARINGS, 6:00 P.M.

27. First and Only Public Hearing to Adopt an Ordinance Amending the Land Development Code, Chapter 10 of the Leon County Code of Laws, to Correct Scrivener's Errors and Inadvertent Inconsistencies

County Administrator Long announced the public hearing and then confirmed there were no speakers on the item. This item requests that the Board conduct the first and only Public Hearing and adopt an Ordinance to revise multiple sections of the Leon County Land Development Code (LDC), Chapter 10 of the Leon County Code of Laws, to correct inadvertent inconsistencies and errors found throughout the LDC.

Vice Chair Cummings moved, duly seconded by Commissioner Welch, to approve Option #1: Conduct the first and only Public Hearing and adopt an Ordinance amending multiple sections of the Land Development Code, Chapter 10 of the Leon County Code of Laws, to correct inadvertent inconsistencies and scrivener's errors (Attachment # 1).

The motion carried 6-0. (Commissioner Proctor out of chambers.)

28. First of Two Public Hearings to Consider an Ordinance Amending the Lake Protection Zoning District

County Administrator Long announced the public hearing and then confirmed there were no speakers on the item. This item requests the Board conduct the first of two public hearings to consider adopting an Ordinance amending the Lake Protection zoning district. The proposed Ordinance would avoid potential litigation over Summerfield Land, LLC's Notice of Claim under the Bert J. Harris, Jr. Private Property Protection Act (Chapter 70, F.S.) by correcting Lake Protection cluster subdivision requirements that inadvertently impacted

development entitlements within the Summerfield Planned Unit Development. It also clarifies the process for designating open space and development areas, establishes tiers of open space, clarifies design standards, and ensures consistency with the County's Environmental Management Act.

Commissioner Welch moved, seconded by Commissioner O'Keefe, to approve Option #1: Conduct the first of two public hearings to consider adopting an Ordinance amending the Lake Protection zoning district (Attachment #1), and schedule the second and final public hearing for March 21, 2023, at 6:00 p.m. The motion carried 6-0. (Commissioner Proctor out of chambers.)

29. First and Only Public Hearings on Adoption of the Annual Update to the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule

County Administrator Long announced the public hearing and then confirmed there were no speakers on the item. This item provides for the annual update to the Five-Year Schedule of Capital Improvements pursuant to Florida Statutes, and requests the Board conduct the first and only public hearing to adopt an Ordinance updating the Tallahassee-Leon County Comprehensive Capital Improvement Schedule.

Commissioner Minor moved, seconded by Vice Chair Cummings, to approve Option #1: Conduct first and only public hearing and adopt the Ordinance updating the Tallahassee-Leon County Comprehensive Plan Capital Improvements Schedule (Attachment #1). The motion carried 6-0. (Commissioner Proctor out of chambers.)

30. First and Only Public Hearing on a Proposed Ordinance Amending the Official Zoning Map to Add a 1.01- Acre Parcel at the Northeast Corner of the Intersection of Tram Road and Zillah Street (626 Tram Road) to the Local Register of Historic Places, and to Change the Zoning Classification from the Single-Family Detached, Attached and Two-Family Residential Zoning District to R-3 Zoning District with Historic Preservation Overlay (R-3 w/HPO)

County Administrator Long announced the public hearing and then confirmed there were no speakers on the item. This item requests that the Board conduct the first and only quasi-judicial public hearing to consider adopting a proposed Ordinance amending the Official Zoning Map to add the property of the Capital City Garden Club, located in the northeast Corner of Tram Road and Zillah Street at 626 Tram Road, to the Local Register of Historic Places.

Vice-Chair Cummings commended the Capital City Garden Club for the designation of the property to the Local Register of Historic Places, and acknowledged the members present in the audience. She shared it was a beautiful structure.

Chair Maddox also commended the Capital City Garden Club for their work and shared the proclamation was well deserved.

Vice Chair Cummings moved, seconded by Commissioner O'Keefe, to approve Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), thereby adding the subject property, a 1.01-acre parcel located in the northeast Corner of Tram Road and Zillah Street at 626 Tram Road, to the Local Register of Historic Places and amending the Official Zoning Map to change the zoning classification from the Single Family Detached, Attached and Two-Family Residential (R-3) to R-3 zoning district with Historic Preservation Overlay (R-3 w/HPO), based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon.

The motion carried 6-0. (Commissioner Proctor out of chambers).

31. First and Only Public Hearing to Consider an Ordinance Amending the Official Zoning Map to Change the Zoning Classification from Residential Acre (RA) Zoning District to Single-Family Detached Residential (R-2) Zoning District for 32,18 Acres Located at 3762 Capital Circle NW.

County Administrator Long announced the public hearing and then confirmed there were 58 speakers on the item. He stated this item requests the Board conduct the first and only quasi-judicial public hearing to consider adopting a proposed Ordinance amending the Official Zoning Map to change the zoning classification from Residential Acre (RA) to Single-Family Detached Residential District (R-2) for 32.18 acres located at 3762 Capital Circle NW. Northwoods Baptist Church initially requested a rezoning on the 32.18-acre portion of its property to Residential District (R-3) so that the entire site would have the same zoning and would allow low-density residential development, up to 8 units per acre, on the undeveloped 85.31 acres. The church subsequently requested the rezoning to R-2, which is a lower density residential zoning district that allows up to 4.84 units per acre. Rezoning requests by private entities require one quasi-judicial public hearing and the adoption of an ordinance. He explained that the Planning Commission found the rezoning to R-3 consistent with the Comprehensive Plan at its June 2022 meeting. Since R-2 does not allow any additional uses and has a lower allowable density than R-3, the Planning Commission does not need to rereview the rezoning request.

County Attorney O'Steen announced that this was a quasi-judicial hearing and announced that all commissioners had to disclose all ex-parte communications. She shared that any ex-parte communication that was received as of noon on February 13, 2023, has been included as Supplemental Attachment #7 to the agenda item. Additional ex-parte communications that were received by noon on February 21st at noon have been included in the agenda as Supplemental Attachment #8.

County Attorney O'Steen asked the Board members if they had any additional communications they would like to disclose as a part of the record for today's hearing.

Chair Maddox disclosed one email at 1:48 p.m. from Linda and Karl Tinsley; he disclosed another email at 2:02 p.m. from Tim Glenn. They all stated their opposition to Option #1.

Commissioner Caban disclosed that he received a phone call from Gary Zirin expressing how this rezoning will greatly affect him and requesting that he meet with Mr. Willie Meggs, and that he had met with Willie Meggs and Tim Glenn during the break. Both Mr. Glenn and Mr. Meggs were in opposition to the rezoning proposal.

Commissioner Minor disclosed an email from Nikki Dubose at 1:00 p.m. who expressed opposition; Linda and Karl Tinsley, another email, at 1:48 p.m. from Tim Glenn at 2:01 p.m. and 2:44 p.m.; received an email from Pat Schultz, at 3:33 p.m.; all in opposition. He received materials from Mr. Tim Glenn about the small portion remaining RA zoning.

Commissioner O'Keefe disclosed an email from Linda and Karl Tinsley at 1:48 p.m. He also disclosed that he received emails in opposition from Tim Glenn at 2:01 p.m. and 2:44 p.m.

Vice Chair Cummings disclosed that she had received emails that she has not seen or read. She noted that the hard copy of these emails has been given to the Deputy Clerk to be included as part of the record.

Commissioner Welch disclosed the same emails from Linda and Karl Tinsley at 1:48 p.m. In addition, he disclosed an email from Tim Glenn. All in opposition.

County Attorney O'Steen stated that any evidence brought to the Board must be supported by competent, substantial evidence placed on the record before the Board. Evidence relied on must be fact based, real, material, pertinent, and relevant. If the Board denies the rezoning request, such denial must include a determination, on the record, that maintaining existing conditions further a legitimate public purpose. For any evidence to be accepted, the deadline ended last Friday at noon and any evidence brought after that deadline will not be considered by the Board. Mr. Meggs has been designated as a spokesperson for the intervenor Riverwood Acres HOA and residents of Flatt and Maddox Roads.

Chair Maddox stated each presenter will be given 20 minutes to speak. He highlighted the importance of maintaining decorum to allow the 58 registered speakers to be heard. He clarified with the County Attorney that each presenter can reserve time for rebuttal. He asked everyone to be polite to one another.

On behalf of the County, Artie White, Director of the Planning Department, provided an overview of what he will be covering in today's presentation. He

discussed where this application currently stands on the development process and what the next steps will be, the rezoning criteria, what the public notifications and responses were, and what the recommended actions are. He gave a brief synopsis of the difference between an RA and an R-2 zoning designation. He stated an RA designation allows one unit per acre for single family detached housing. He further stated that an R-2 designation allows up to 4.8 units per acre for single family detached housing. Mr. White stated the primary difference is the density. He discussed that the land development is still in the broader level planning stage. He mentioned that the property is already in the Suburban land use designation. Mr. White then proceeded to discuss the criteria considered by staff in support of its recommendation.

Comprehensive Plan – Is the proposal consistent with all applicable policies of the adopted Comprehensive Plan? Yes.

- The subject property is located within the Urban Service Area.
- The subject property has access to central water and sewer.
- The subject property is located within the Suburban Future Land Use Map (FLUM) Category.
- The Suburban FLUM category's Suburban Intensity Guidelines identify development patterns.
- The Low-Density Residential developments pattern is defined as 0 to 8 dwellings units per acre.
- The proposed R-2 district, with a maximum allowable density of 4.84 dwelling units per acre, aligns with the definition of low-density residential development pattern.

Land Development Regulations – Is the proposal in conformance with any applicable substantive requirements of the land development regulations, including minimum or maximum district size? Yes.

- The Leon County Land Development Code identifies the implementing zoning districts for the development patterns within the suburban Future Land Use Category (Sec. 10-6.632).
- R-2 is identified as one of the eight zoning districts suitable for implementing the low-density residential development pattern.
- The R-2 district is intended to be in areas designated Bradfordville Mixed Use Urban Residential, Urban Residential 2, or Suburban on the future land use map which exhibit a predominant existing development pattern of residential, single-family detached housing with development standards similar to the development standards of the R-2 district.

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.

- In 2018, the adjacent 61.09-acre parcel to the west was rezoned from RA to R-3.
- The subject site is within Talquin Electric's Water/Sewer franchise, which was approved on December 31, 2006.

- The subject property has access to central sewer and water.
- RA is intended to apply to selected areas located in the periphery of the urban service area where sanitary sewers are not expected to be available or environmental constraints exist.

Land Use Compatibility - Will the proposal result in any incompatible land uses, considering the type and location of uses involved? No.

- All adjoining zoning districts are low-density residential.
 - R-3 allows up to 8 units per acre
 - RP allows up to 6 units per acre
 - RA allows up to 1 unit per acre
 - The proposed R-2 would allow up to 4.84 units per acre
- R-2 is compatible with surrounding zoning and land uses.
- **Impact on Area Schools** - No identified impacts to Leon County Schools.

Other Matters – Are there any other matters that the Commission may deem relevant and appropriate?

- Other possible factors that are “relevant” and “appropriate” are constrained by state law. Staff has identified no additional matters within these limits.
- See legal considerations for quasi-judicial proceedings in the Agenda Item for more information on these limitations.

Public Notification & Response:

One hundred and forty-eight notices were sent to all property owners within 1,000 feet, including representatives for the Lakewood Area Neighborhood Association and Lakewood Village Homeowners Association. He noted they have received numerous communications opposing the rezoning. He explained that many of the concerns are addressed at the Site and Development Plan approval phase of development, when they would have more detail.

He received questions on transitional development areas (TDA). He stated you are allowed to receive higher density residential developments proposed for these areas. These are also non-mapped areas that are addressed at Site and Development Plan approval.

For the 180-day deadline, Mr. White referenced section 125.022, Florida Statutes. Within 120 days after the County has deemed the application complete, or 180 days for applications that require final action through a quasi-judicial hearing or a public hearing, the County must approve, approve with conditions, or deny the application for a development permit or development order. The applicant requested an extension of time to allow additional coordination with adjacent property owners – which resulted in a request for a zoning district with a lower maximum density – and to discuss the rezoning with their church members.

This statutory deadline is not intended to be used by third parties and the extension was agreed upon between the applicant and the County.

He addressed that the remaining 1-acre RA zoning does not present an issue in approving this request based on the precedent of the surrounding R-3 zoning.

Mr. White stated staff is recommending Option #1.

There was a question regarding whether the public can ask questions of the presenters. Chairman Maddox directed this question to County Attorney O'Steen who explained that the public will not be allowed to cross-examine, but that each presenter may request the opportunity to cross-examine witnesses – the parties will be placed under oath and cross-examination will be limited to 5 minutes each.

Todd Sapp, Pastor of Northwoods Church, representing the applicant, gave the history and reasons for the rezoning based on growth. He stated the best first step was to rezone the land due to fiscal strain. The cost of building the temporary site needed for the church put them in debt by \$3.2 million. He noted the decline in attendance from 1200 to 150 church goers. The church decided to sell a portion of its land, versus the entire site, which currently includes portions of the land, which is already zoned R3. He explained the church's goal to become a financially healthy church in that area of Tallahassee. He stated he met with the Riverwood Acres HOA, and they had objections. Mr. Sapp recalled a meeting with Commissioner Minor suggesting providing an easement between the church's property and the neighborhood; rezone to R2 instead of R3; and/or offer to sell a portion of the land adjacent to owners for additional buffers. Mr. Sapp noted they have not agreed to sell any land. It was suggested they market the properties for cemeteries. He restated they're only asking for rezoning. He detailed the reasons why rezoning for R2 was sought. He identified that the property is surrounded by R-3 and that water and sewer is now available. Mr. Sapp transferred his remaining time to Mr. Bostwick.

Jay Bostwick, 2102 Great Oak Drive, Member of the Northwoods Baptist Church, shared they want to be good neighbors. He stressed that he loves this community and neighborhood but reiterated how the church could benefit from the rezoning. He mentioned that if the church were not there the rest of the property is already entitled to be developed at 8 units per acre.

Willie Meggs, 4000 Riverwood Road, presented for Riverwood Acres Neighborhood Association (RANA), shared he does not like conflict with the government. He questioned the Planning and Zoning staff. He stated he doesn't want to be in a dispute with the church. He thanked the County Attorney, for granting him party status, and Commissioner Minor, noting how he has been a champion for the community. He stated that no families are in favor of the rezoning. He referred to page 8 of the materials that ask if the rezoning is consistent with the Comprehensive Plan. In support of his position he shared the PowerPoint prepared. He referenced the Comprehensive Plan and the vision statement. He does not believe that this rezoning will help preserve the quality

of life for the area, emphasizing the impacts to the natural environment and existing neighborhoods. He stated that if this rezoning goes through, this will not meet the requirements of keeping the integrity of the neighborhood. He opposed the rezoning. He stated that the portion that is R-3 is wetlands that cannot be developed. He stated that water is a problem and the water runoff in three directions will contribute to existing flood hazards. He presented a video for 5150 Maddox Road.

Chair Maddox stated that the Church had time for a rebuttal, 12 minutes and 12 seconds, if desired.

Pastor Sapp stated they love the wildlife, and the neighborhood backs up to the Ocklocknee River Wildlife Area and they are only asking for a small amount of rezoning. He stated they have done everything they can do to meet the neighbors' request within reason including a compromise to move to R-2.

Mr. White provided rebuttal regarding water issues, environmental concerns, and consistency with the Comprehensive Plan. He addressed each concern and explained that some of the concerns will be addressed at the site plan stage of review. He discussed that planning's review for consistency with the Comprehensive Plan considers all of the portions of the Comprehensive Plan in their entirety. He stated it checks all the boxes and the recommendation meets all the criteria.

Chair Maddox asked if it checks all the boxes, how do we find legal standing to say anything else but yes?

County Attorney O'Steen stated they would have to announce on the record the findings, stating that denial furthers a legitimate purpose and does not meet all the criteria that is the basis for consideration of the rezoning. Those findings must be made before the vote.

Mr. Meggs and Mr. White were placed under oath by the Deputy Clerk for Mr. Meggs' cross-examination of Mr. White.

Mr. Meggs cross examined Artie White about staff interactions with the applicant and neighbors. He asked if he was aware that his senior planner, six days before after the Planning Commission hearing, wrote an email to the church and suggested they take the rezoning from a R-3 to a R-2? Is that your job?

Mr. White answered yes.

Mr. Meggs asked Mr. White, "so it is your job as a part of the planning department to help people and how to help a defeat a neighborhood that is in opposition?"

Mr. White stated, "it is our job to provide customer service to applicants and to anyone else who may have questions."

Mr. Meggs asked if Mr. White provided the neighbors with any information.

Mr. White replied that he did, he attended a meeting at Mr. Meggs' property and answered all the questions that he could. Land use staff also attended another meeting to answer questions. In addition, they received inquiries at the Planning Department. He also provided information to Northwoods Baptist Church. They answered questions from neighbors who called and met with neighbors who requested meetings.

Mr. Meggs asked if the Planning Department gave the HOA any information on how to prevail at the meeting.

Mr. White stated that they informed the neighbors how they can come to the meeting and voice their opposition and that they would need competent, substantial evidence and pointed them to the Comprehensive Plan.

That concluded the cross examination.

Public Comments:

Spoke in Support	Spoke in Opposition
Philip Zinger - 7969 Highbridge Rd.	Lorena Hollett – Lakewood Village
Jay Bostick – 2012 Great Oak Dr.	Donald Hollett – Lakewood Village
Doug Harrell – 2756 Oakleigh Court	Rod Maddox – 5126 Maddox Rd.
Jennifer Stokley – 112 Quail CT. Crawfordville, FL 32327 (Waived in support)	Gary Zirin – 5150 Maddox Rd.
Evan Stokley - 112 Quail CT. (Waived in support)	Susan Brosnan- Maddox 5126 Maddox Rd.
Maria Jett – 1220 Scotland Rd. (Waived in support)	Tim Glenn – 5150 Maddox Rd.
Melodie Adams - 2824 Sweet Ridge St. (Waived in support)	Suzetta Furlong – 3670 Flat Rd.
Greg Adams – 2824 Sweet (Waived in support)	Bob Carver – 3060 Jamey Rd.
Robert Allbritton – 4433 Kensington Rd. (Waived in support)	Michelle Knight – 4804 Lakely Dr.
Stanley Sims – 1320 Avondale Way	Michael Nissalay – 3651 Capital Circle NW.
J.C. Charbonneau – 140 Staghorn Trail (Waived in support)	Trisha Pate – 4129 Riverwood Rd.
Mark Klawinski – 2101 Skyland Dr. (Waived in support)	Perry McClellan – 3701 Capital Circle NW

Frances Harrell – 2756 Oakleigh Ct. (Waived in support)	Lisa Oder Stone – 3074 Jamey Rd.
Michael Green – 6775 Circle J Dr. (Waived in support)	Judy Meggs – 4000 Riverwood Rd.
Jill Green – 6775 Circle J Dr. (Waived in support)	Pat Swartz – 5636 Mossy Top Way
Chris Reber – 1853 Halsteno Blvd. (Waived in support)	James Durbin – 4548 Bowfin Dr. (Waived in opposition)
Deshawn Jackson – 917 Tamarack Ave.	Jim Bruce – 2108 Padlock Place
Latrenda Jackson – 917 Tamarack Ave.	Jeff Arnold – 4170 Riverwood Rd. (Waived in opposition)
William Schroyer – 4121 Mcleod Dr.	Susan Arnold – 4170 Riverwood Rd. (Waived in opposition)
Kevin Gamble – 5778 Split Oak Lane (Waived in support)	Daniel Swartz- 5636 Mossy Top Way
David Reber – 10095 Thousand Oaks Cir. (Waived in support)	Ronnie Crum – 4097 Riverwood Rd.
Olga Burroughs 1912 Saddle Brook Dr. (Waived in support)	Craig Pate – 4129 Riverwood Rd.
Jim Burroughs – 1912 Saddle Brook Dr. (Waived in support)	Ashley Hunter – 5723 Don Hunter Rd.
Carl Vinson – 4598 Rams Gate Dr. (Waived in support)	Judy McClellen – 3701 Capital Circle NW (Waived in opposition)
Ben Tomblin – 8296 Balmoral Dr. (Waived in support)	Debra Henderson - 4525 Bowfin Dr. (Waived in opposition)
Brenda Tomblin – 8296 Balmoral Dr. (Waived in support)	Thais Wilson – 4317 Carnwath Rd.
Brandon Jett – 1220 Scotland Rd. (Waived in support)	Crystal Hall – 4803 Lakely Dr. (Waived in opposition)
Todd Sapp – 4285 Camden Rd.	
Kenley Stringer 3401 Robinhood Rd.	
Susan Vinson – 4598 Ramsgate Dr.	

Commission Discussion:

Chair Maddox thanked the audience for remaining respectful. He stated that findings must be made on the record. He made it clear to the public that this isn't opinion-based decisions and that they must find substantive evidence that goes against those six points that were made earlier that staff articulated. Chair Maddox confirmed with County Attorney O'Steen that the Board's decision must be supported by competent substantial evidence, placed on the record before the Board, and the Board must make findings to support the decision.

Commissioner Proctor motioned for staff recommendation, Option #1. He made this decision based on the points the staff made and not being able to find any substantial evidence that could support Option #2.

Commissioner Proctor moved, seconded by Commissioner Welch, to approve Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance (Attachment #1), thereby amending the Official Zoning Map to change the zoning classification from Residential Acre (RA) Zoning District to Single-Family Detached Residential (R-2) Zoning District for the approximately 32.18-acre portion zoned RA of an overall 85.31-acre parcel located at 3762 Capital Circle NW, based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon.

Commissioner O'Keefe and Commissioner Welch yielded to Commissioner Minor.

Commissioner Minor spoke on the hard decision that they are faced with. He shared that he knows people on both sides. He acknowledged the hard work of Mr. White and his planning team. He recalled the Comprehensive Plan and stated it sets a tone for what the plan is for. He stated that impacts to existing neighborhoods should be considered for compatibility referring to Policy 1.7.1. He stated that his decision is based on errors in the proposed plan by omitting the 1-acre RA zoned portion of property from the staff report, which he felt might have affected the Planning Commission's vote. He stated he is voting against the option on the floor. He understands his decision will make people upset, but he believes he's making the right decision.

Commissioner O'Keefe commented on the decision-making process for the zoning change. He shared that based on the evidence provided, that approving the rezoning would result in incompatible land uses as follows: almost all the surrounding development is zoned RP, and the surrounding R3 zoned areas are not developed mostly because they are wetlands. The only development on R3 zoned land is the current site of the Northwoods Baptist Church. He shared that this Commission is tasked in voting up or down a rezoning change. He stated it must be done by meeting the criteria.

Commissioner O'Keefe stated that based on those reasons he would like to offer a substitute motion.

Commissioner O'Keefe moved, seconded by Commissioner Minor, to approve Option #2 and deny the rezoning request.

Commissioner Welch commented on the process and based on the evidence and facts presented in the record. The Board has to make a decision based on the level of development that is approved for each zoning category, not the actual density that has been developed. He stated he doesn't have the luxury to be subjective and emotional. He pointed out that's why they must reach a fair decision. He discussed that this is not the time to discuss how the process needs to be changed. He shared he could not support the substitute motion on the floor. To vote in favor of Option #2, would put the Board in jeopardy. He stated the right thing to do is approve the rezoning. He mentioned that there are additional stops in the process that will address water quality, traffic, and school concurrency.

Commissioner Caban thanked everyone who spoke. He commended Commissioner Minor for working with the church and community. He stated the proposed rezoning is supported by the Comprehensive Plan and reflected on the materials provided and testimony heard during the hearing. He believed there is competent substantial evidence to approve the rezoning. He reflected on the proximity of the property to District 2, and the opportunity to create more housing and increasing density within the urban services area to prevent unneeded sprawl. He stated that this type of development has the potential to stimulate current businesses and further economic development along the Capital Circle corridor that runs through the heart of District 2. He stated that the concerns the residents have are relevant, but they are not relevant to this application at this point in the process. He stated the evidence supports the rezoning request and stated his support of Option #1.

Vice Chair Cummings requested and received clarification regarding the motion on the floor. The substitute motion would be taken up first. She thanked the church and the property owners. She thanked County staff for the analysis of this issue. She stated this issue is very emotional. She commented on the rules and regulations that must be followed and she can't disregard them. She believes there is competent substantial evidence to support the application by the Church. She pointed out that she looked at the six criteria and compared them to what has been presented. She mentioned that the concerns of the residents will be addressed at the site plan stage of review. She believes the proposed request is compatible with the surrounding area.

Chair Maddox stated we must support what was presented on facts, not on emotions. The County Attorney must be able to defend any decision made by the Board. He stated that he listened to comments that have been stated for support and against. He appreciated the decorum. He stated they care how they preserve the neighborhoods. He recalled his childhood struggles and comments related to Section 8 Housing. He spoke in support of the original motion, not the substitute motion, and that he can support the six boxes checked to approve the rezoning.

Commissioner O'Keefe moved the substitute motion, seconded by Commissioner Minor to approve Option #2: Conduct the first and only public hearing and do not adopt the proposed Ordinance, thereby not amending the Official Zoning Map to change the zoning classification from Residential Acre (RA) Zoning District to Single-Family Detached Residential (R-2) Zoning District for the approximately 32.18-acre portion zoned RA of an overall 85.31-acre parcel located at 3762 Capital Circle NW, based on the findings of fact and conclusions of law of the Board of County Commissioners and any evidence submitted at the hearing hereon.

The motion failed 2-5. (Chair Maddox, Vice Chair Cummings, and Commissioners Proctor, Welch, and Caban opposed).

Commissioner Proctor moved, seconded by Commissioner Welch, 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 Residential Acre (RA) Zoning District to Single-Family Detached Residential (R-2) Zoning District for the approximately 32.18-acre portion zoned RA of an overall 85.31-acre parcel located at

3762 Capital Circle NW, based on the findings of fact and conclusions of law of the Planning Commission, this report, and any evidence submitted at the hearing hereon. The motion carried 5-2. (Commissioners O'Keefe and Minor opposed).

CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS

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

- Chairman Maddox confirmed that there were no speakers on non-agendaed Items or list speakers.

COMMENTS/DISCUSSION ITEMS

Items from the County Attorney:

- None

Items from the County Administrator:

- None

DISCUSSION ITEMS BY COMMISSIONERS

- **Commissioner Proctor:**
 - Inquired when the contract for Waste Pro would come back.
 - Requested an inquiry action plan from the tow truck industry regarding the towing fee schedule and stated that the last review was in 2014 or 2015 and requested an agenda item.
 - *Commissioner Proctor moved, seconded Commissioner Caban, to direct staff to provide a status report regarding the Towing Ordinance.*
 - *Motion Carried 7-0.*
 - Called attention to and asked the Board to reconsider adopting an ordinance making possession of 20 grams or less of marijuana a civil violation, since there are two new Commissioners who have joined the Board.
 - *Commissioner Proctor moved, seconded by Commissioner O'Keefe, to direct staff to provide an agenda item to consider making possession of 20 grams or less of marijuana a civil violation.*
 - *The motion carried 6-0. (Chair Maddox out of chambers).*
 - Discussed the mental health crisis and homelessness issues that place stress on the jail population capacity. He shared his support of a homelessness taskforce to explore options and asked that these issues be included in the upcoming homelessness workshop.
 - Commended Shington Lamy, Director of Human Services and Community Partnerships, for his efforts to assist citizens in Woodville with their water bills.
 - Shared a request from Mr. Kenneth Barber for the Greater Frenchtown Officer-in-Resident proposal for a marketing and financing plan. He made a motion for an agenda item.

- *Commissioner Proctor motion, seconded by Commissioner Welch, to direct staff to provide an agenda item on the Greater Frenchtown Officer-in-Resident proposal for a marketing and financing plan. He made a motion for an agenda item.*
- *The motion carried 6-0. (Chair Maddox out of chambers).*
- **Commissioner Welch:**
 - Requested a proclamation recognizing Gary and Kim Anton, the owners of the Bradfordville Blues Club.
 - *Commissioner Welch moved, seconded by Commissioner Minor, to approve a proclamation recognizing Gary and Kim Anton, the owners of Bradfordville Blues Club.*
 - *The motion carried 7-0.*
 - Acknowledged the Bradfordville community clean up.
 - Congratulated Prime Meridian Bank on celebrating fifteen years of service.
- **Commissioner O'Keefe:**
 - Discussed revisions to the Land Development Code and Comprehensive Plan and the need for community input. Made no motions, workshops have already been scheduled.
- **Commissioner Minor:**
 - Recognized Kevin Peters, the County Emergency Management Director, for being elected Vice-President of the Florida Emergency Preparedness Association, a statewide association.
 - Reflected on the benefits of the recent Lake Jackson prescribed burn of 100 acres of the dry lakebed. He thanked the Florida Department of Environmental Protection and all the partners involved including DEP and Tall Timbers.
- **Commissioner Caban:**
 - Requested a proclamation recognizing Steve Lousberg, the Manager of the Ace Hardware in Woodville, for the partnership with the Agriculture Program at the Woodville School. He commended the program and thanked Ace Hardware for providing supplies at no cost to the students.
 - *Commissioner Caban moved, seconded by Commissioner O'Keefe, to approve a proclamation recognizing Steve Lousberg, the Manager of the Ace Hardware in Woodville, for the partnership with the Agriculture Program at the Woodville School.*
 - *The motion carried 6-0. (Chair Maddox out of Chambers).*
 - Acknowledged David Pollard and his team at the Tallahassee International Airport for the recent announcement that Jet Blue will be serving the airport.
 - Birthday shout out to County Administrator Long and Commissioner Proctor.
- **Vice Chair Cummings:**

- Acknowledged School Board Member Darryl Jones, Deputy Director, Office of Economic Vitality, Minority Women & Small Business Enterprise.
- Announced the Community Conversation with State Representative Allison Tate on Thursday, February 23rd at New Mt. Zion AME Church on Old Bainbridge Road at 6:00pm.
- **Chair Maddox:**
 - Requested a proclamation recognizing March as Multiple Sclerosis Awareness Month.
 - *Commissioner Proctor moved, seconded by Vice Chair Cummings, to approve a proclamation recognizing March as Multiple Sclerosis Awareness Month.*
 - *The motion carried 7-0.*
 - Requested a proclamation for Hurricane Preparedness Week, May 1-7, 2023.
 - *Commissioner Proctor moved, seconded by Commissioner Caban, to approve a proclamation for Hurricane Preparedness Week, May 1-7, 2023. The motion carried.*

RECEIPT AND FILE:

- Capital Region Community Development District December 8, 2022, Meeting Minutes
- Leon County Educational Facilities Authority FY 2022-2023 Budget

ADJOURN:

There being no further business to come before the Board, the meeting was adjourned at 9:17 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nick Maddox, Chairman
Board of County Commissioners

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

**BOARD OF COUNTY COMMISSIONERS
LEON COUNTY, FLORIDA
WORKSHOP
Joint Workshop on the 2023 Cycle Comprehensive
Plan Amendments and Infill Development
March 7, 2023**

The County and City Commissioners met in a joint session on March 7, 2023, in the County Commission Chambers with Chair Nick Maddox presiding. Present were Vice-Chair Carolyn Cummings and Commissioners David T. O'Keefe, Christian Caban, Brian Welch, Bill Proctor, and Rick Minor. Along with Mayor John E. Dailey, City Commissioners Jack Porter, Jeremy Matlow, Curtis Richardson, and Diane Williams-Cox were in attendance. Also present were County Administrator Vincent Long, City Manager Reese Goad, County Attorney Chasity O'Steen, City Attorney Cassandra Jackson, and Clerk to the Board Secretary Beryl H. Wood, as well as members of the County and City staff.

Lead Staff/Project Team:

- Alan Rosenzweig, Deputy County Administrator
- Ken Morris, Assistant County Administrator
- Wayne Tedder, Assistant City Manager
- Benjamin H. Pingree, Director, Department of PLACE
- Artie White, Director, Tallahassee-Leon County Planning Department
- Mindy Mohrman, Administrator of Comprehensive Planning

Chair Maddox called the meeting to order at 1:00 p.m.

Artie White, Director, Tallahassee-Leon County Planning Department, shared a presentation on the joint workshop items: Comprehensive Plan amendments and infill developments.

Chair Maddox stated this is an informational workshop.

2023 Cycle Comprehensive Plan Amendments

Mr. White detailed this item provides information on the proposed 2023 Cycle amendments to the Tallahassee Leon County Comprehensive Plan. The purpose of the Joint Workshop was to provide County and City Commissioners an opportunity to review the amendments and request any additional information. Information requested at the workshop would be provided in the materials at subsequent public hearings. The 2023 Cycle includes one joint text amendment and six small-scale map amendments inside the City limits. The joint text amendment would require two joint public hearings, which have been scheduled for April 11 and June 13. Small-scale map amendments require only one public hearing. These amendments are inside City limits and therefore are scheduled for a March 22 public hearing at City Commission chambers.

Option 1: Conduct the Joint Workshop on the 2023 Cycle Comprehensive Plan Amendments

Mindy Mohrman, Administrator of Comprehensive Planning, presented on the 2023 Comprehensive Plan Amendment Cycle. She commented that it is a legal document that provides policies and guidance for future growth and development in Tallahassee and Leon County. She shared how the site development process will depend on land use and zoning; the allowed uses in these categories, is it an appropriate land use at this site, and is this consistent with the goals,

objectives, and policies in the Comprehensive Plan? She stated they are unsure what the final picture of the development looks like, as they are strictly focusing on land use in this stage of development. She presented a graph of all the prior and upcoming meetings regarding the Comprehensive Plan amendments. The next opportunity for public comment is March 22; this will be the adoption of small-scale map amendments. She briefly talked about the One Text Amendment – Joint City/County, also known as the Southside Action Plan.

- Initiated into the 2023 cycle by city commission at Jan 18th meeting.
- Amends Goal 11: [L]- Southern Strategy Area to reflect the adoption of the Southside Action Plan

Six Small-Scale Map Amendments – City

- Small Scale = 50 Acres or Less.
- All proposed map amendments are inside city limits.
- Inside Urban Services Area.
- Properties are currently developed.
- Requires one public hearing with the City Commission.

Southside Action Plan Text Amendment

- Southside Action Plan was adopted by City Commission at the January 8, 2023 meeting.
- Text Amendment was initiated into the 2023 Cycle by City Commission on January 18, 2023, meeting.
- Amends Goal 11:[L]- Southern Strategy Area to reflect the adoption of the Southside Action Plan.
- Text amendments require two public hearings with the City Commission and Board of County Commissioners.

Devan Leavins, Special Projects Administrator, detailed the background of the Southside Action Plan, which started in 2021. He gave an overview of where they are currently within the Plan. He highlighted the Southside Action Plan community engagement:

Community Survey

- Conducted surveys at Seventeen Southside Events.
- Survey Drop-Boxes at Tempo Offices & Public Library.
- Online survey at [Talgov.com/Southside](https://talgov.com/Southside).

Community Events & Meetings

- Three Virtual Community Meetings.
- Two Drive-thru Engagement Events at Nims Middle School & Towne South Shopping Center.
- Six Pop-up Engagement Events.
- Multiple Community-Led Events with SAP Team participation.

Project Information

- Southside Action Plan Engagement on [Talgov.com/Southside](https://talgov.com/Southside).
- Storefront Display at Towne South Shopping Center.

Direct Communications

- Email notices sent to 1,400 Southside Community Leaders.
- Thirty-nine Southside Churches.
- One hundred sixteen non-profits serving the Southside Community.
- 1,259 Businesses in the Southside.

Mr. Leavins discussed that through 600+ surveys from residents, workers, and property owners, the community wants to see beautification, investment, and engaged and activated citizens. Their goal is to make sure the language reflects the Southside Action Plan, and the “Southern Strategy Area” language is taken out of the Amendments.

Mindy Mohrman showcased five small-scale map amendments. She stated that small-scale areas are fifty acres or less and are currently underdeveloped.

Acknowledged public comments received by:

- Charlene White – Email submitted (3996 Columbus Court)
- Max Epstein – Email submitted (1001 San Luis Rd.)

She highlighted the 2023 Cycle includes seven proposed amendments; all of which were filed with the Planning Department before the September 23, 2022, deadline or publicly initiated by the Local Planning Agency bylaws and Intergovernmental Coordination Element of the Comprehensive Plan.

One amendment is considered a text amendment and addresses the text of goals, objectives, policies, and/or figures, tables, and maps that are not in the Future Land Use Map. This text amendment is described in more detail in this item.

Six of the amendments are proposed to amend the Future Land Use Map (FLUM) in the Land Use Element. These six amendments to the FLUM (map amendments) are located within City limits and are considered small-scale amendments, meaning they are fifty acres or less in size. As described in more detail in this item, these six small-scale map amendments include:

- **Amendment 1 Name: TTA 2023 009 - Adopts the framework for the Southside Action Plan**

Applicant: Tallahassee-Leon County Planning Department
Jurisdiction: Joint Leon County and City of Tallahassee

Synopsis: The proposed text amends Goal 11 [L] Southern Strategy Area to update goals, objectives, and policies related to the Southern Strategy Area and formally renames it as the Southside Action Plan. Additional updates to the vision statement, Utilities Element, Housing Element, and Capital Improvements Element to replace Southern Strategy Area with the adopted Southside Action Plan are included in this amendment.

- **Amendment 2 Name: TMA 2023 001 – 1718 – Mahan Drive to change the land use designation from Residential Preservation to Urban Residential 2**

Applicant: Tallahassee-Leon County Planning Department
Jurisdiction: City of Tallahassee

Synopsis: The proposed amendment is a two-parcel expansion. This property is currently a non-conforming use as the density is over the allotted amount for the residential preservation category. Staff is proposing an amendment to Urban Residential 2. Staff is also recommending a rezoning from Residential Preservation 2 to Medium Density Residential. This amendment would provide benefits such as containing mix-used housing and putting it in a conformed land use and zoning.

- **Amendment 3 Name: TMA 2023 003 – 5411 – Capital Circle SW to change the land use designation from Heavy Industrial to Suburban**

Applicant: Tallahassee-Leon County Planning Department

Jurisdiction: City of Tallahassee

Synopsis: The proposed map amendment from Suburban and concurrent rezoning to General Commercial (C-2) would be consistent with current land uses and trends in the area, where there has been more residential and commercial development. The rezoning allows for a variety of commercial uses meant to serve the nearby residential properties and meant to be located along primary roads. Ms. Mohrman stated this supported the goals of the Southside Action Plan, by providing new development, employment, and economic growth.

- **Amendment 4 Name: TMA 2023 004 – 3534 – Thomasville Road to change the land use designation from Lake Protection to High-Intensity Urban Activity Center**

Applicant: Tallahassee-Leon County Planning Department

Jurisdiction: City of Tallahassee

Synopsis: The proposed map amendment to the Activity Center (AC) and concurrent rezoning to the AC, would allow staff to include a city-owned parcel. This subject site is currently in Lake Protection and supports Lake Jackson and the land uses around it. As of now, these properties currently sit outside of the Lake Protection Zone. The proposed land use category is High-Intensity Urban activity center. The property is currently developed and has a vacant building on the land.

- **Amendment 5 Name: TMA 2023 005 – Lambert Heights and Merrivale Subdivisions to change the land use designation from Residential Preservation to University Transition.**

Applicant: Tallahassee-Leon County Planning Department

Jurisdiction: City of Tallahassee

Synopsis: The proposed map amendment to University Transition (UT), and concurrent rezoning to UT, would allow staff to include a city-owned parcel. The proposed map amendment keeps student housing from encroaching on viable neighborhoods that are farther away from the university. The West Pensacola Sector Plan, which was adopted in 2006, acknowledged that the preservation in this area wouldn't be the best long-term option. The trend has shown an increase in rental properties as opposed to homeowner housing. The reclassification will not change any existing land uses. Ms. Mohrman explained that during the LPA public hearing on February 7th, public speakers spoke against the amendment, and the LPA did recommend denial.

- **Amendment 6 Name: TMA 2023 006 – Tharpe Street at Old Bainbridge Road to change the land use designation from Government Operational to Suburban (WITHDRAWN)**
- **Amendment 7 Name: TMA 2023 007 – Westwood Plaza to change the land use designation from Government Operational to University Transition**

Applicant: Tallahassee-Leon County Planning Department

Jurisdiction: City of Tallahassee

Synopsis: The proposed map amendment to University Transition (UT), and concurrent rezoning to UT would allow all land use to be consistent.

Ms. Mohrman again shared the schedule for all the upcoming hearings.

City Commissioner Jacqueline “Jack” Porter asked for more details about why the local planning agency denied the proposed amendment.

Ms. Mohrman replied that their vote was based on being inconsistent with the current land use and public comments.

City Commissioner Porter asked how this differs from staff analysis.

Ms. Mohrman stated that staff analysis was based on it not meeting the intent of the residential preservation land use category due to the reduced number of homeowner-occupied homes.

City Commissioner Porter inquired if there is a forthcoming plan, regarding the Southside Action Plan. She mentioned that vision plans are stronger with something else behind it.

Devan Leavins, Special Projects Administrator, replied that they’re doing a one plus one plus five take on this topic. Their plan is putting actionable items within the strategic plan, in turn, this will provide metrics that can be tracked.

Commissioner O’Keefe asked about the language and policy of 11.3 and the policy of 11.31. He asked why they chose to use the language “*foster community involvement and celebration of southside*” and not something more specific.

Mr. Leavins detailed that when you’re looking at the Comprehensive Plan, you’re looking at something more high level, and through the Comprehensive Plan, that’s where they would implement more of that language.

Commissioner O’Keefe asked if the Comprehensive Plan would be what dictates the planning process, not the Strategic Plan when development comes through.

Mr. Leavins replied the Southside Action Plan is the draft plan that is currently available. He explained that the Southside Action Plan would be acted upon through the strategic plan.

Commissioner O’Keefe noted his concern is when the County Commission is voting, the members cannot vote based on a strategic plan. He stated they base their decisions on the Comprehensive Plan and Land Development Code. His concern about that specific language of the Comprehensive Plan directs Commissioners to not only foster engagement, but to base their decisions on engagement. He stated that they are not able to make decisions based on the strategic plan, which is why he’s gathering as much information so he could ask if they could include this language within the Comprehensive Plan as well.

Mr. Leavins stated that he and his team have engaged with the community for the last two years. He explained that the community wants engagement. He stressed they are asking for investment and beautification.

Commissioner O’Keefe asked if instead of just receiving the report, was there any consideration to track in this report the project outcomes to the community input that we have received.

Mr. Leavins replied that they are currently tracking this trend.

Commissioner O’Keefe stated his concern about the existing language for the strike all, the new plan mentioned housing, homeownership, business, and public infrastructure. He pointed out the old language mentioned health facilities and public-school improvements, and he was

wondering if the community input reflected that the language does not need to be included anymore.

Mr. Leavins replied they are trying to revise this language; they're focusing on this along the way. He noted this won't be the last time they would be looking into these issues.

Commissioner O'Keefe asked if this will be reflected in the Southside Action Plan.

Mr. Leavins answered "yes", this will be included.

Commissioner O'Keefe recalled another portion that concerned him and asked if this specific piece was in the process of being removed. He explained in the old item, 11.41, the language that is specific to new heavy infrastructure such as wastewater, correctional facilities, airports, and power plants serve a larger than the neighborhoods in the areas of southside, shall be located outside of the strategy area. He stated it is not specified in this language and his concern is that this opens the door for heavy infrastructure use in the Southside Action Plan area, which does nothing to serve them. He wants to make sure the southside is protected from this.

Mr. Leavins noted these infrastructures are already prominent in the southside. He doesn't predict they will be receiving any more of those structures. He pointed out that in the plan it showcases developable land, and there is not a lot of land to construct on.

Chair Maddox asked what part of the Southside Action Plan is in an unincorporated area.

Mr. Leavins replied it's about 20%.

Chair Maddox inquired where is this 20%.

Mr. Leavins noted the zone is within a triangle.

Chair Maddox thanked the team for all their work. He complimented the City on the great job the Commissioners have done. He wanted to know how often they report back on the unincorporated areas.

Mr. Leavins shared the last report the Commission received was during last year's retreat.

Chair Maddox stated how proud he is of the City and all the Commissioners hard work. He addressed the Commission, stating that although the County Commission hasn't made a lot of decisions about the southside action plan itself, the City has put in an immense amount of work on this plan. He stated that the City makes up about 80% decision-making of this plan, and he asked the Commissioners to dig into what part they can play for the remaining 20%.

Commissioner Procter acknowledged Brenda Williams for the Southside City work she's doing. He acknowledged the Tallahassee Housing Authority and all its leadership. He commented on the progress the city is making and how he remembers where it started. He stated all the positives of the southside, but affordability remains an issue.

Commissioner Procter shared that this is one of the most challenging areas. He would say 30% of people in 6-7 years will not be able to stay here. He stated these negatives are alarming. He commented on the cost of rent, "[T]hese people will not make it." He shared that rent will be problematic for this area.

Commissioner Proctor's next concern was Capital Circle and the possibilities for commercial development. He's excited but concerned it could have a double-edged sword effect with the corridor around the airport. He asked if they could do something more focused.

Commissioner Proctor noted that they needed a marketed effort. He presented a map and stated the landfill will take care of itself. He commented another generation won't be able to hang on due to cost and declining affordability. He doesn't know what we can do regarding this problem, but we need a special focus on Capital Circle.

Commissioner Proctor mentioned how the most economically valued area is the area surrounding the Flea Market, and it's not in its best shape. He mentioned how we are getting a \$100 million dollar highway, but we need to put this flow of money in the places that matter. He asked what the Commissioners can do.

Commissioner Proctor cited how the closing of CVS on the Southside is doing damage to communities. He asked where people are going to get their medicine. He continued by asking if we could punish people for leaving under these conditions. He stated a pharmaceutical store is closing in the sickest part of town and this left a lot of people without access to life and life support.

Commissioner Proctor stated he's concerned with how we can strengthen the relationship with corporations, so they don't leave. He continued by saying it seems like the big cooperation's are walking away. He is okay with development at Woodville Highway and Capital Circle. He's also interested in the caliber of infrastructure that we are bringing to this community. He asked if we could have a no-fly zone, why are the airplanes so low and loud?

Commissioner Minor acknowledged the City for all their work on the action plan.

City Commissioner Richardson shared his appreciation of everyone's concern regarding the Southside Action Plan. He mentioned he has lived on the Southside for 30 years. He became a commissioner so he could work on the issues regarding the Southside. He reiterated that he built his home on the south side of the town for these reasons.

City Commissioner Richardson shared the reason why they're committed to making improvements. He explained that when they build the Southside back up, they will attract development. Stating once you build the infrastructure, they will come. He stated all those projects must happen for us to see the changes that we want to see made. He continued by saying they would be committed to making the changes for not only the Southside but surrounding areas. He thanked everyone for their questions and curiosity about making the Southside great.

Commissioner Matlow appreciated the comments from the County, and the comments only make the Comprehensive Plan better. He hears the concerns of how our dollars will make not only the Southside but the surrounding areas better.

Chair Maddox detailed that he has a tremendous amount of respect for the City Commission. He has confidence in their plan and their actions. He points out that there is a feeling of togetherness when discussing this issue.

Commissioner Proctor agreed that the staff has done their best work. He stated we must fight hard for our community. He wanted to point out two more elements within the map; there is a transportation element within the Plan, which is to improve and enhance the flow of traffic. He stated further that it does violence to the transportation element in the strategy. He stated it's

unbelievable that this roundabout frustrates transportation. He believed that the fairground is a locational site, and we need the fairground inside of this space to stand up and be somebody, more than ten days out of the year. He mentioned that sometimes there is a gun show, but we need a site specific to the fairground. He wanted the fairground as an activity center urgently.

Mayor Dailey supported Commissioner Proctor in his statements regarding how the fairground needed to be changed to an activity center. He shared he couldn't wait to hear his comments in the next Blueprint workshop.

Mayor Pro Team Williams-Cox thanked the Commissioners for their comments. She wanted to caution that this has been a long time coming, and they cannot go from 0 to 75, they want to do it right. She went on to say we cannot expect to have that focus now but they're doing their best. She stated that it is not an easy job while receiving community input. She thanked the staff for the work they have done; it's taken their weekends and nights.

Commissioner Caban thanked the City for their comments. He stated that rezoning does create better zoning in his district. He said there were a lot of opportunities in Capital Circle and agreed with the comments Commissioner Proctor made. Additionally, he believed that the Innovation Park is being completely underutilized.

Commissioner Proctor inquired about removing the Florida State University golf course for more property.

Commissioner Caban stated he would have to investigate that in more depth.

County:

Commissioner Minor moved, seconded by Vice-Chair Cummings, to Approve Option #1: Conduct the Joint Workshop on the 2023 Cycle Comprehensive Plan Amendments.

The motion carried 7-0.

City:

City Commissioner Williams-Cox moved, seconded by Mayor John E. Dailey, to approve Option #1: Conduct the Joint Workshop on the 2023 Cycle Comprehensive Plan Amendments.

The motion carried 5-0.

Status Report on Infill Development

Mr. White shared a brief presentation on defining urban infill development and redevelopment. As requested by the County and City Commissions, this item provided an overview of infill development within the City of Tallahassee and urbanized portions of unincorporated Leon County. This report provided Commissioners an opportunity to review how infill development is encouraged locally, the challenges to infill development, what other communities are doing to promote infill development, and policy options for consideration.

He defined urban infill development as development patterns that attempt to prevent sprawl. He listed some benefits that include reactivating underutilized sites in ways that align with community needs, promoting the efficiency of infrastructure, and preventing the continuous expansion of development and preservation of natural areas. He mentioned development patterns within different Tallahassee projects.

Mr. White stated that the traditional model of development used more land. He presented local examples of large-scale urban infill, including Camelia Oaks. He showed pictures of single-family detached and duplexes. Gaines Street was shown next; he presented Gaines Street before the redevelopment after. He showed Magnolia Oaks (Multi-family Residential) and Gardens at Glenview (Single-family detached.) He explained the strategies that encourage infill development which is included in the Comprehensive Plan follows: the future land use map, urban services area, and multimodal transportation district (MMTD).

Mr. White detailed in-depth the Urban Services Area. He explained it was established on July 16, 1990, and has been modified seventeen times since its establishment. He continued by saying it has increased in size by 2.68%, and Leon County's population has increased by 55.4% in that time. He discussed the current opportunities in land use and mobility element updates. He explained that those current opportunities included assessing the effectiveness of current goals, objectives, and policies and the opportunity to revise elements to align with land use and transportation needs of the community.

Mr. Artie White concluded his discussion and opened the floor for questions.

Commissioner Minor thanked Mr. White for the presentation and all his work on the agenda item. He asked in addition to projected housing growth, what can we do to meet the growth goal? He continued that if a consultant is working with you, do you currently have enough information to answer those questions? He understood we can't force people to develop, but where can we develop to make growth in these areas? His main question was if these answers will be provided by the consultant to Mr. White.

Mr. White answered yes and recalled how consultants have provided valuable information in past projects.

Commissioner O'Keefe thanked the staff for the information. He asked if they could do anything to increase community engagement, as this is a very important issue for him. He mentioned the analysis brings up the possibility of changing ADU requirements to remove minimum lot size. He wanted to know if that's on schedule and if that be a policy that comes before the City, County, or both.

Mr. White stated this is an opportunity for the County to revisit, as the City has recently updated its policy.

Commissioner Proctor presented a map, previously prepared for review. He stated that we have a split between South Monroe and South Central. He stated how little activity is occurring in this area. He explained that we've had improvements on Gaines Street but when we speak on other southern parts of Tallahassee, a lot has not changed.

Commissioner Proctor stated there aren't a lot of changes in either of the following graphs he presented. He shared an ownership map. He stated that we need to plan for this area. He recalled how the fairground gave up property over by the flea market. He stated how the federal government isn't doing anything, and they can't justify anything. He stated something must change.

Commissioner Proctor motioned that the City and County come together to create a plan to enhance our federal government.

Commissioner Proctor moved, seconded by Vice-Chair Cummings.

Chair Maddox explained that Commissioner Proctor would need to make a policy motion for action at the next meeting as opposed to this workshop.

Commissioner Proctor rephrased his motion with the intent to make a motion for the next meeting regarding exploring ways to work with the federal government to affect the transfer of some of the national forest for affordable housing and a homelessness encampment.

Commissioner Proctor moved, seconded by Vice-Chair Cummings.

Commissioner Minor commented he couldn't support the motion at the moment. He recommended that Commissioner Proctor make the motion at the next meeting as there are too many unanswered questions.

Commissioner Proctor explained that he cannot see Commissioner Minor's reservations about not exploring more options for properties.

Chair Maddox supported Commissioner Minor by saying that we need more support for Commissioner Proctor's motion. He stated that he needs more information from the staff.

Commissioner Caban stated he would support it for discussion purposes, but he doesn't believe that the people in his community would support it. He shared his vision of what he's trying to achieve, but he stated he would need more information.

Vice-Chair Cummings stated she seconded the motion because she understood it was exploratory. She asks the attorney for clarification on the exploratory motion.

Chair Maddox asked if staff could gather information, so the motion doesn't fail without proper exploration. He stated that if the motion passed and was ratified at the next meeting, staff would work on an agenda item for this.

Commissioner Proctor withdrew his motion based on confusion.

Chair Maddox asked if all that information would be brought back to the Commissioners as well, so everyone will be informed properly.

Commissioner Welch stated he couldn't support this motion. He stated that he couldn't fathom during a meeting regarding infill, to discuss and support these changes. He expressed that Mr. White and his team have done a good job in gathering information for the Commissioners. He believed that we need to be careful with our ideas. He understood Commissioner Caban's hesitation in building in a national forest in his district.

Commissioner Minor stated he agreed with Commissioner Welch. He's not trying to start an argument, but he respects his desire to look more into this but he's declining for now.

Vice-Chair Cummings stated that she appreciated Mr. White and his staff. She asked does our advocacy start with an application from the developer, and where the County government advocacy starts.

Mr. White stated that this is usually applicant-based. He mentioned that there have been many times when they have clarified something that has been considered from the Comprehensive Plan.

Vice-Chair Cummings acknowledged the County and City for working together. She stated that there are a lot of issues to consider. She explained that we must be innovative. She shared her stance on why she seconded Commissioner Proctor's motion because they must explore and think outside of the box as beneficial for the citizens. She stated that she believed everyone should consider Commissioner Proctor's exploratory request before saying no. She mentioned the answer may still be no, but we should be open-minded to what he's requesting.

*Commissioner Proctor moved, seconded by Vice-Chair Cummings, to approve Option # 1. Option # 1: Accept the report on infill development and redevelopment.
The motion carried 7-0.*

City Commissioner Porter asked Mr. White about a slide in his presentation. She mentioned that his presentation stated that all development started in 2002 or 2007 has been within the Urban Service Area (USA), does that include development when we expanded the USA?

Mr. White stated this would be the most up-to-date development plan.

City Commissioner Porter stated she's excited to see what the consultants will come up with. She shared she understood there will be a lot of pushbacks, but this is too important to not consider.

*Commissioner Williams –Cox moved, seconded by Commissioner Richardson, for Option # 1. Option # 1: Accept the report on infill development and redevelopment.
The motion carried 5-0.*

City Commissioner Richardson asked to keep in mind gentrification. He encouraged homeownership in these areas. He's concerned about the high rising rent within the area. He used downtown Jacksonville as an example. He mentioned Jacksonville's homeless population is mostly African American. He stated he doesn't want this to happen in Tallahassee.

Commissioner Proctor commented on Allen Williams, Deputy Assistant Secretary, Intergovernmental Affairs, US Department Housing & Urban Development and pondered Mr. Williams' capacity to reach the Secretary about property that could be obtained for affordable housing in his district that is owned by the Federal Government.

Adjourn:

There being no further business to come before the Board, the workshop was adjourned at 2:57 p.m.

LEON COUNTY, FLORIDA

ATTEST:

BY: _____
Nick Maddox, Chairman
Board of County Commissioners

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

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

Leon County Board of County Commissioners

Agenda Item #2

May 9, 2023

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:	Shawnya Hernandez, Management Analyst

Statement of Issue:

This item requests Board approval of the payment of bills and vouchers submitted for May 9, 2023, and pre-approval of payment of bills and vouchers for the period of May 10, 2023 through June 12, 2023.

Fiscal Impact:

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

Staff Recommendation:

Option #1: Approve the payment of bills and vouchers submitted for May 9, 2023, and pre-approval of payment of bills and vouchers for the period of May 10, 2023 through June 12, 2023.

Report and Discussion

Background:

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the May 9th meeting, the morning of Monday, May 8, 2023. 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 June 13, 2023, it is advisable for the Board to pre-approve payment of the County's bills for May 10, 2023 through June 12, 2023 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 May 9, 2023, and pre-approval of payment of bills and vouchers for the period of May 10, 2023 through June 12, 2023.
2. Do not approve the payment of bills and vouchers submitted for May 9, 2023 and pre-approval of payment of bills and vouchers for the period of May 10, 2023 through June 12, 2023.
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

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Chasity H. O'Steen, County Attorney



Title: Proposed Revisions to Policy No. 11-5, Litigation Hold Policy

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:	LaShawn Riggans, Deputy County Attorney

Statement of Issue:

This item seeks the Board's approval of proposed revisions to Policy No. 11-5, Litigation Hold Policy. The proposed revisions provide clarification and revisions needed for the Policy to be consistent with current best practices.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed revised Policy No. 11-5, Litigation Hold Policy (Attachment #1).

Report and Discussion

Background:

Policy No. 11-5 addresses and lays out the County's responsibility to implement a litigation hold to preserve certain records, information, and physical evidence in certain circumstances. The current policy has been in existence since April 11, 2011. After a thorough review of the Litigation Hold Policy, staff has identified areas where clarification and revisions need to be made for the Policy to be consistent with current best practices.

Analysis:

This item proposes revisions necessary to make the Policy consistent with current best practices and provides some editorial revisions. The proposed revisions to Policy No. 11-5 are provided in legislative format, with text to be added indicated by underlining and the text to be deleted indicated by strike through format (Attachment #1).

Options:

1. Adopt the proposed revised Policy No. 11-5, Litigation Hold Policy (Attachment #1).
2. Do not adopt the proposed revised Policy No. 11-5, Litigation Hold Policy.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Revised Policy No. 11-5, Litigation Hold Policy

Board of County Commissioners

Leon County, Florida

Policy No. 11-5

Title: Litigation Hold Policy

Date Adopted: ~~August 23, 2011~~ May 9, 2023

Date Adopted: ~~August 23, 2011~~ May 10, 2023

Reference: N/A

Policy Superseded: ~~None~~ Policy No. 11-5, Litigation Hold Policy, adopted August 23, 2011

It shall be the policy of the Board of County Commissioners of Leon County, Florida, ~~that a~~ Policy No. 11-5, entitled "Litigation Hold Policy", adopted by the on August 23, 2011, is hereby amended and a revised policy is hereby adopted in its place, to wit:

Section 1 – Findings

The Leon County Board of County Commissioners hereby finds that it is Leon County's responsibility, in certain circumstances, to maintain potential evidence and ~~information~~ Records created, maintained, or otherwise stored by the County beyond the timeframe specified in an otherwise applicable records retention schedule ~~limitations of the "Records Retention Schedule."~~ In such situations, a Litigation Hold procedure will be utilized to identify and preserve evidence ~~or and information~~ Records relevant to a specific matter. ~~Information includes both paper documents and electronically stored information (ESI). When initiating implementing a the~~ Litigation Hold, the County will attempt to identify individuals in possession, control, or custody of potential evidence and Records ~~paper documents, ESI and electronic media containing ESI, and inform them of their obligation to preserve the evidence and Records documents and ESI outside the Records Retention Schedule beyond the timeframe specified in an otherwise applicable records retention schedule.~~ The County will also identify third parties (i.e., contractors) in possession, control, or with custody of or control over paper documents, ESI, or electronic media storing ESI, potential evidence and Records, and require that the third party request them to preserve that information or provide the evidence and Records to the County for preservation. All potential evidence and ~~information~~ Records falling within the scope of a Litigation Hold, ~~which is under the control of the County, must be preserved in a readily accessible form and cannot be disposed of destroyed until the Litigation Hold is lifted. Failure to comply with a Litigation Hold Notice may result in disciplinary action, up to and including possible termination, or appropriate action against the third party.~~

Section 2 – Definitions

Throughout this policy, the singular may be read as plural and the plural as singular. The following terms shall have the following definitions:

A. "County" shall mean Leon County, Florida, its Board of County Commissioners, departments,

divisions, officers, and employees.

- B. “Electronically Stored Information (ESI)” shall include, but not be limited to, digital media, data, and information.
- C. “Records” shall include all documents, writings, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, ESI, or other material, regardless of physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business by the County. This also includes Records created by private entities acting on behalf of or under contract with the County.

Section 23 – Procedure

- A. When the County receives information/notice, as outlined in paragraph C. of this section, the receiving staff person shall forward said notification to the County Attorney’s Office immediately. If the County Attorney or his/her designee initiates a Litigation Hold, he/she will notify the County Administrator and relevant Department Directors or Division Managers will be notified of the reason the Litigation Hold was instituted and its scope. If the County is aware of any third party that may be in possession of evidence and Records within the scope of a Litigation Hold, the County Attorney or designee will notify the third party of the obligation to preserve such evidence and Records.
- B. Upon receipt of a Litigation Hold notification, all potential evidence and public Records within the scope of the Litigation Hold referenced therein shall not be disposed of until the Litigation Hold is removed by the County Attorney or designee. If there is any question as to potential evidence or whether a document-Record falls within the scope of the Litigation Hold, the recipient of the Litigation Hold is required to contact the County Attorney for a should be contacted to make this determination.
- C. Instances where the County must preserve potential evidence and maintain information Records outside the beyond the timeframe specified in an otherwise applicable records retention schedule State Records Retention Schedule include:
1. When the County has specific information or written notice from an employee, labor union, or other person or entity of an intent to file a claim, appeal a decision, institute litigation, or request a hearing adverse to the County (e.g. bid protest notices, workers’ compensation claims, dangerous dog petitions, or contested citations). individual of an intent to file a claim, appeal of a decision, or institute litigation or request for a hearing;
 2. When the County is served with litigation, including, but not limited to, notice of a lawsuit in Federal or State court, or an administrative proceeding;
 3. when the County receives specific information or written notification from an employee, labor union, or other person of an intent to file a claim against the County;

3. ~~w~~When the County receives specific information or written notification from an administrative agency such as the Equal Employment Opportunity Commission (EEOC) regarding a claim against the County, ~~its members, employees or agents;~~
4. ~~w~~When the County receives written notification from a third party requesting that the County maintain ~~information~~ potential evidence or Records that could be at issue in litigation or potential litigation against ~~that a~~ third party;
5. ~~w~~When the County initiates litigation;
6. ~~in the presence of a Public Records Request, even if the retention has otherwise been satisfied; and,~~
6. ~~w~~When there is specific information or written notification that a criminal investigation is imminent or pending ~~criminal investigation.~~

Section 3 – Definitions

~~Throughout this policy, the singular may be read as plural and the plural as singular. The following terms shall have the following definitions:~~

- a. ~~“County” shall mean Leon County, Florida, its Board of County Commissioners, departments, divisions, officers and employees.~~
- b. ~~“Public Records Request” shall include all documents, writings, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by the County. This also includes data created by private entities acting on behalf of the County.~~
- c. ~~“Electronically Stored Information (ESI)” shall include, but not be limited to, digital media, data and information.~~

**Leon County
Board of County Commissioners**

Notes for Agenda Item #4

Leon County Board of County Commissioners

Agenda Item #4

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Commissioner Appointment to the Water Resources Committee



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

Statement of Issue:

This item seeks Board ratification of the appointment of a citizen to the Water Resources Committee, made by an individual Commissioner.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Ratify Commissioner Minor's appointment of a citizen, Sophie Wacongne-Speer, to the Water Resources Committee, for the remainder of the term ending July 31, 2023, followed by a four-year term ending July 31, 2027.

Report and Discussion

Background:

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

Analysis:

Water Resources Committee (WRC)

Purpose: The WRC is a focus group created by the Board to be a fact-finding source of community input and technical resource for County staff in developing recommendations on addressing community-wide concerns regarding lakes and related water resources in the County, such as flooding, recreational and community economic value, watershed management, funding priorities, and the impact of development.

Composition: The WRC consists of seven (7) citizen members, with each County Commissioner appointing one (1) member. Members represent a balance of community interests, as follows:

- Conservation/Environment
- Legal/Planning
- Real Estate/Economic Development
- Boating/ Fishing

The current membership includes three (3) members in the Conservation/Environment category, one (1) member in the Legal/Planning category, and one (1) member in the Real Estate/Economic Development category.

Members serve four-year terms, with no member serving more than three full consecutive terms.

Diversity of Membership:

Total Seats	Vacant Seats	Gender	Race
7	2	Male - 4 Female - 1	White -5

Vacancy: WRC member Alan Niedoroda recently passed away. His term was due to expire on July 31, 2023. The Commissioner has reviewed the eligible applications and has selected the applicant listed in Table #1.

Table #1: Water Resources Committee

Vacancy / Category <i>Term status</i>	Term Expiration	Eligible Applicant / Category (Application Attachment #)	Gender- Race	Recommended Action
Alan Niedoroda <i>Conservation/ Environment</i> <i>Deceased</i>	7/31/2023	1. Sophie Wacongne-Speer <i>Conservation/ Environment</i>	Female – White	Ratify Commissioner Minor's appointment for the remainder of the term ending 7/31/2023 followed by a 4-year term ending 7/31/2027.

Options:

1. Ratify Commissioner Minor's appointment of a citizen, Sophie Wacongne-Speer, to the Water Resources Committee, for the remainder of the term ending July 31, 2023 followed by a four-year term ending July 31, 2027.
2. Board direction.

Recommendation:

Option #1

Attachment:

1. Wacongne-Speer application and resume



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
WATER RESOURCES COMMITTEE**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mrs. Sophie Hugnette, Claire Wacongne-Speer		Date: 3/17/2023 12:55:36 PM	
Home Address:	704 Duparc Cir Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 445-4451	Do you own property in the Tallahassee City Limits?	No
Email:	wacongne@comcast.net	How many years have you lived in Leon County?	23

(EMPLOYMENT INFORMATION)

Employer:	N/A	Work
Occupation:	retired	Address:
Work/Other Phone:		

(OPTIONAL)

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

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

(RESUME AND REFERENCES)

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

Name:	Jeff Chanton	Name:	Renee Murray
Address:	FSU Department of Earth, Ocean and Atmospheric Science, EOAS 4004 Florida State University, Tallahassee, FL. 32306	Address:	13156 Ringneck Rd, Tallahassee, FL. 32312
Phone:	(850) 644-7493	Phone:	(850) 524-1955

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members must represent one of the four interest groups listed below. Please indicate which interest group you would represent.

☒ Conservation/environment

Please explain: *This category best reflects my professional research experience, my current involvement in the Friends of Lake Jackson and my personal interest.*

☐ Legal/planning

☐ Real estate/ economic development

☐ Boating/fishing

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

Signature: *Mrs. Sophie Hugnette, Claire Wacogne-Speer*

The application was electronically sent: 3/17/2023 12:55:36 PM

Sophie Wacongne-Speer

704 Duparc Cir, Tallahassee, FL. 32312 – 850-445-4451 – wacongne@comcast.net

Professional Career

June 2008-May 2016: Educational Director, Magnolia School, Tallahassee, FL.

2005--2008: Visiting Scholar Scientist, Florida State University, Tallahassee, FL.

1999--2005 Associate Scholar Scientist, Department of Oceanography, Florida State University, Tallahassee, FL.

1992--1999: Assistant Professor, Université de Bretagne Occidentale, Brest, France.

1990--1991: Research Associate, Institut für Meereskunde an der Universität Kiel, F.R. Germany.

1989--1990: Post-doctoral fellow, IFREMER DERO/EO, UA CNRS, Brest, France.

1988--1989: Post-doctoral fellow, Centre ORSTOM de Brest, France.

1988: Post-doctoral fellow, Lamont-Doherty Geological Observatory of Columbia University (LDGO), N.Y.

1981--1988: Graduate student and research assistant, MIT-WHOI Joint Program in Oceanography, Cambridge and Woods Hole, MA.

1978--1980: Graduate student and research assistant, laboratoire d'Océanographie Physique du Museum National d'Histoire Naturelle (LOPMNHN), Paris, France.

Research experience

Publications in peer-reviewed journals.

Submission of scientific proposals to national funding agencies.

Articles and proposals reviews.

Education experience

Taught French and math at the K-8 Magnolia School; advised and supported teachers, students and parents; coordinated special education services; developed elements of the science curriculum; wrote the school newsletter.

Taught at the undergraduate and graduate levels at the university in Brest, France; mentored / advised graduate students.

Leadership experience

Vice-President, Friends of Lake Jackson, 2021-present.

Graduate of the Florida Partners in Policymaking program, 2017.

Graduate of Leadership Tallahassee Class 30, 2013.

Co-director of the Magnolia School, 2008-2016.

Coordinator of multi-institutions scientific proposals.

Coordinator of Physical Oceanography graduate program at the university in Brest, 1992-99.

Sophie Wacongne-Speer

704 Duparc Cir, Tallahassee, FL. 32312 – 850-445-4451 – wacongne@comcast.net

Community involvement

2018-present: Active member of the Friends of Lake Jackson, Tallahassee, FL.

2019-present: Host, support group for parents of young adults on the Autism Spectrum.

2003-2010: Facilitator, study group for parents and therapists of children on the Autism Spectrum.

1984-87: Active member of an Amnesty International group, Falmouth, MA.

Education

1988. Ph.D. Physical Oceanography, Massachusetts Institute of Technology and Woods Hole Oceanographic Institution (MIT/WHOI) Joint Program in Oceanography, Cambridge and Woods Hole, MA.

1980. Doctorat 3ème cycle Physique des Liquides (S.M. equivalent), Université Pierre et Marie Curie, Paris, France.

1977. Maîtrise Sciences Physiques (B.S equivalent), Université Pierre et Marie Curie, Paris, France.

1972. High School graduation - “Baccalauréat” in Mathematics and Physical Sciences.

languages studied in school: Latin, ancient Greek and English

Personal Information

Married, two children.

Enjoys nature, studying, reading, gardening.

Attended OLLI at FSU classes on Bird Song, Wetlands and The Learning Brain (2017-18).

Attended most of the yearly FSU Summer Training Institutes on Autism since 2001.

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

Leon County Board of County Commissioners

Agenda Item #5

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Acceptance of the Florida Department of Law Enforcement Justice Assistance Grant and of a Florida Off Road Foundation Donation for the Leon County Sheriff's Department

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

Statement of Issue:

This item seeks Board acceptance of the State of Florida, Florida Department of Law Enforcement (FDLE) Pass-through Edward Byrne Memorial Justice Assistance Grant-Countywide (JAGC) in the amount of \$33,338 on behalf of the Leon County Sheriff's Office (LCSO), to purchase a messaging board system; and acceptance of a donation from Florida Off Road Foundation in the amount of \$40,517 for the purchase of a jeep for the LCSO Volunteer Jeep Search and Rescue partnership.

Fiscal Impact:

This item has a fiscal impact. The State of Florida, Florida Department of Law Enforcement has awarded \$33,338 in pass-through grant funds to the Leon County Sheriff's Office. The Florida Off Road Foundation has donated \$40,517 towards the purchase of a jeep. As fiscal agent, the County must accept the grant funds and the donation for appropriation in the Sheriff's FY 2023 budget.

Staff Recommendation:

Provided on the following page.

Staff Recommendation:

- Option #1: Accept the State of Florida, Florida Department of Law Enforcement Pass-through Justice Assistance Grant-Countywide in the amount of \$33,338; and authorize the Chairman to execute the Grant Agreement, including any future modifications, subject to legal review by the County Attorney; and authorize the Leon County Sheriff to recognize and spend the funds within the requirements of the Grant Agreement (Attachment #1).
- Option #2: Accept the Florida Off Road Foundation Donation in the amount of \$40,517, and authorize the Leon County Sheriff to recognize and spend the funds towards the purchase of a jeep (Attachment #2).
- Option #3: Approve the Resolution and associated Budget Amendment Request to realize the grant funds and donation into the Sheriff's FY 2023 budget (Attachment #3).

Report and Discussion

Background:

This item seeks Board acceptance of the State of Florida, Florida Department of Law Enforcement (FDLE) Pass-through Edward Byrne Memorial Justice Assistance Grant-Countywide (JAGC) in the amount of \$33,338 (Attachment #1) on behalf of the Leon County Sheriff's Office, to purchase a messaging board system. This item also seeks Board acceptance of a donation from The Florida Off Road Foundation in the amount of \$40,517 for the purchase of a jeep for the LCSO Volunteer Jeep Search and Rescue partnership.

For more than 15 years, the U.S. Department of Justice (DOJ) has awarded Justice Assistance Grant (JAG) funding to Leon County and the City of Tallahassee to support a range of criminal justice program areas including law enforcement, crime prevention, and education and mental health programs. Generally, these funds are awarded through two categories:

- The JAG-Countywide program (JAGC), which is administered by the Florida Department of Law Enforcement (FDLE) and provides an allocation directly to each Florida county, and
- The JAG-Direct program (JAGD), which is administered by DOJ and awards funds directly to states, territories, and eligible units of local government.

On April 10, 2023, the County was notified that FDLE had approved its JAGC grant application in the amount of \$33,338 on behalf of the Sheriff (Attachment #1).

In March 2023, LCSO was notified that the Florida Off Foundation had approved a donation in the amount of \$40,517 for the purchase of a Jeep to be used as part of the LCSO Volunteer Jeep Search and Rescue partnership. Subsequently, on April 19, 2023, Sheriff Walk McNeil submitted a request to the County for approval to accept the funds (Attachment #).

As fiscal agent, the County must accept the grant and donation for appropriation in the Sheriff's FY 2023 budget (Attachment #3).

Analysis:

The JAG funds may be used to support a range of criminal justice program areas including law enforcement, crime prevention, and education and mental health programs. LCSO will use the grant funds to purchase two additional mobile message boards that will cover additional areas of the County. These message boards will be used to notify citizens of ongoing issues, hazards, and events.

The Florida Off Road Foundation donation will support the efforts of the LCSO Volunteer Jeep Search and Rescue partnership which provides emergency response capabilities in off-road or otherwise difficult to navigate terrain, as well as post storm and hurricane conditions.

This item seeks Board acceptance of the JAGC grant and the Florida Off Road donation and approval of a Resolution and Budget Amendment Request appropriating \$73,855 in funds into the LCSO FY 2023 budget (Attachment #3).

Options:

1. Accept the Florida Department of Law Enforcement Pass-through Justice Assistance Grant-Countywide in the amount of \$33,338; and authorize the Chairman to execute the Grant Agreement, including any future modifications, subject to legal review by the County Attorney; and authorize the Leon County Sheriff to recognize and spend the funds within the requirements of the Grant Agreement (Attachment #1).
2. Accept the Florida Off Road Foundation Donation in the amount of \$40,517, and authorize the Leon County Sheriff to recognize and spend the funds towards the purchase of a jeep (Attachment #2).
3. Approve the Resolution and associated Budget Amendment Request to realize the grant funds and donation into the Sheriff's FY 2023 budget (Attachment #3).
4. Do not accept the Florida Department of Law Enforcement Pass-through Justice Assistance Grant in the amount of \$33,338.
5. Do not accept the Florida Off Road Foundation Donation in the amount of \$40,517.
6. Board direction.

Recommendation:

Options #1 through #3

Attachments:

1. Florida Department of Law Enforcement Pass-through Justice Assistance Grant-Countywide Agreement
2. Sheriff Memo for Florida Off Road Foundation Donation
3. Resolution and associated Budget Amendment Request

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: Leon County Board of County Commissioners

Recipient SAM UEI: MMVSQVGLSK98

Award Number: 8C181

Award Period: 10/01/2022 – 09/30/2023

Award Title: C-8C181: 2021 JAGC MOBILE MESSAGE BOARD

Federal Funds: \$33,338.00

Matching Funds: \$0.00

CFDA: 16.738

Federal Award Number: 15PBJA-21-GG-00241-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Leon County Board of County Commissioners (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C181
Award Title: C-8C181: 2021 JAGC MOBILE MESSAGE BOARD
Award Period: 10/01/2022 – 09/30/2023

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient Leon County Board of County Commissioners

Signature: _____

Typed Name and Title: Nick Maddox, Chairman, Board of County Commissioner

Date: _____

***** If using a designee, sign in the “Chief Official Designee” section below. *****

Chief Official Designee (optional) Leon County Board of County Commissioners

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: 8C181
Recipient: Leon County Board of County Commissioners
Award Title: C-8C181: 2021 JAGC MOBILE MESSAGE BOARD
Award Period: 10/01/2022 - 09/30/2023

Problem Identification

The Leon County Sheriff's Office (LCSO) is committed to excellence in law enforcement and is dedicated to the people, traditions, and diversity of our community. LCSO seeks to enhance its service to the public by increasing our ability to leverage current technology as a force multiplier to pro-actively detect crimes in progress, crimes that have just occurred, and community notifications as needed.

Based on an identified need, our agency's current staffing, and our agency's emphasis to create and implement pro-active, community messaging, crime detection, and investigative strategies, specific technology enhancements have been identified to assist the agency through the use of speed trailers and/or message boards. These devices would also be deployed in an area where traffic issues have been reported or through analysis have been identified. Although we do currently have message boards, there are not enough to cover the entirety of the county.

Scope of Work

The JAG funding will be used to purchase 2 new mobile message boards that will cover additional areas of the county. These message boards are crucial for Leon County, as they are able to notify citizens of ongoing issues, hazards, crime trends, and events. These boards will benefit citizens, deputies and individuals who work or visit the city.

Appendix B - Deliverables

Award Number: 8C181
Recipient: Leon County Board of County Commissioners
Award Title: C-8C181: 2021 JAGC MOBILE MESSAGE BOARD
Award Period: 10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure two mobile message boards.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$33,338.00

Appendix C - Approved Budget

Award Number:	8C181		
Recipient:	Leon County Board of County Commissioners		
Award Title:	C-8C181: 2021 JAGC MOBILE MESSAGE BOARD		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	\$33,338.00	\$0.00	\$33,338.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Moble Message Board	Purchase two Mobile Message Boards in order create and implement pro-active, community messaging, as well as assist in crime detection, and investigative strategies, specific technology enhancements. 2 message boards @ \$19,272 each =\$38,544 total. The county will cover the remaining overage, as the JAG grant only covers \$33,338.00	\$33,338.00	\$0.00	\$33,338.00
D. Equipment Subtotal:				\$33,338.00

Appendix D: Award Contacts

Award Number: 8C181
Recipient: Leon County Board of County Commissioners
Award Title: C-8C181: 2021 JAGC MOBILE MESSAGE BOARD
Award Period: 10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Laura Rumph
Title: Grants Coordinator
Address: 2825 Municipal Way
Tallahassee, FL 32304
Phone: (850) 606-3383
Email: YoshikawaS@leoncountyfl.gov

Recipient Chief Official (CO)

Name: Nick Maddox
Title: Chairman, Board of County Commissioner
Address: 301 S. Monroe Street, 5th Floor
Tallahassee, FL 32301
Phone: 8505442623
Email: Sinclair Yoshikawa

Recipient Chief Financial Officer (CFO)

Name: Elise Gann
Title: Chief Financial Officer
Address: Tallahassee, FL 32304
Phone: (850) 606-5302
Email: ganne@leoncountyfl.gov

Recipient Additional Point of Contact (POC)

Name: Barbara Trombino
Title: Finance and Accounting Director
Phone: 850-606-3435
Email: trombinob@leoncountyfl.gov

Appendix E: Special Conditions

Award Number: 8C181
Recipient: Leon County Board of County Commissioners
Award Title: C-8C181: 2021 JAGC MOBILE MESSAGE BOARD
Award Period: 10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0002 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0003 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0004 WITHHOLDING OF FUNDS: The project period for this award starts 10/1/2022. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>)

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOC)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.
- Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.
- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the “de minimis” indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program’s authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient’s written compensation and pay plan.
- Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.
- Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization’s written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.
- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and

state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term “contractor” is used rather than the term “vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

“This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component.”

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness

as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict

of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



Sheriff Walt McNeil

LEON COUNTY SHERIFF'S OFFICE

HONESTY & INTEGRITY ACCOUNTABILITY TEAMWORK TRUST & RESPECT COMMITMENT TO EXCELLENCE

April 19, 2023

Honorable Nick Maddox, Chairman
Board of County Commissioners
Leon County Courthouse
301 S. Monroe Street
Tallahassee, FL 32301

Dear Chairman Maddox,

The Leon County Sheriff's Office received a donation on behalf of the Florida Off Road Foundation in the amount of \$40,517 for the purchase of a jeep to be utilized as part of the LCSO Volunteer Jeep Search and Rescue partnership. The LCSO Volunteer Jeep Search and Rescue partnership will provide emergency response capabilities in off-road or otherwise difficult to navigate terrain, as well as post storm and hurricane conditions.

We respectfully request the amount of the donation to be approved as a budget appropriation to the Sheriff's FY 23 budget.

Please feel free to call me if you have questions.

Sincerely,

DocuSigned by:

Walt McNeil

C55841F868C045F...
Walt McNeil
Sheriff

WM/emg



Post Office Box 727 ★ Tallahassee, Florida 32302-0727

Office (850) 606-3300 ★ Detention (850) 606-3500

www.leoncountysos.com

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ALLin
Posted May 11, 2023
Working together to make Leon County safer

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2022/2023; and,

WHEREAS, the Board of County Commissioners, pursuant to Chapter 129, Florida Statutes, desires to amend the budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Leon County, Florida, hereby amends the budget as reflected on the Departmental Budget Amendment Request Form attached hereto and incorporated herein by reference.

Adopted this 9th day of May, 2023.

LEON COUNTY, FLORIDA

By: _____
Nick Maddox, Chair
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

By: _____

FISCAL YEAR 2022/2023 BUDGET AMENDMENT REQUEST

No: BAB23023
Date: 04/24/23

Agenda Item No: _____
Agenda Item Date: 05/09/23

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

Request Detail

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	952028	331284	000	LCSO FDLE FY22 JAGC Grant	-	33,338	33,338
125	952029	366904	000	LCSO Florida Off Road Grant	-	40,517	40,517

Subtotal: 73,855

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
125	950	591110	581	Transfer to 110	567,499	73,855	641,354

Subtotal: 73,855

Revenues

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
110	950	381125	000	Transfer from 125	567,499	73,855	641,354

Subtotal: 73,855

Expenditures

Account Information					Current Budget	Change	Adjusted Budget
Fund	Org	Acct	Prog	Title			
110	510	59304	586	Sheriff - Law Enforcement	54,374,290	73,855	54,448,145

Subtotal: 73,855

Purpose of Request

This budget amendment appropriates \$33,338 in grant funding from the Florida Department of Law Enforcement Justice Assistance Grant Countywide (JAGC) program for a messaging system, and a \$40,517 donation from the Florida Off Road Foundation for the purchase of a jeep for the LCSO Volunteer Jeep Search and Rescue Partnership.

Division/Department
2617/26

Roshaunda Bradley, Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒

Motion ☐ Administrator ☐

**Leon County
Board of County Commissioners**

Notes for Agenda Item #6

Leon County Board of County Commissioners

Agenda Item #6

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Revisions to Policy No. 00-07, "Purchasing Card Policy"



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

Statement of Issue:

This item seeks the Board's approval of proposed revisions to Policy No. 00-07, "Purchasing Card Policy." The proposed revisions provide clarification and revisions for the Policy to be consistent with current best practices.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed revised Policy No. 00-07, "Purchasing Card Policy" (Attachment #1).

Report and Discussion

Background:

This item seeks the Board’s approval of proposed revisions to Policy No. 00-07, “Purchasing Card Policy.” The proposed revisions provide clarification and revisions for the Policy to be consistent with current best practices. Policy No. 00-07 was established to ensure that County’s Purchasing Card users comply with all County purchasing directives and internal controls.

Analysis:

Subsequent to a review of the Purchasing Card Policy, this item recommends areas of the policy to be clarified and revised to ensure this policy aligns with the Purchasing Policy. This item proposes revisions necessary to make the Policy consistent with current best practices and provides further clarification as needed.

Revisions include:

- Providing specific reference to Policy No. 96-1 (Purchasing Policy)
- Adding a definition of Tangible Personal Property, and specifically prohibiting the use of P-Cards for the purchase of such property
- Clarifying procedures and responsibilities regarding the temporary increase of single or monthly purchasing requests
- Provides consistency in terminology between the Purchasing Card Policy and Purchasing Policy

Adopting the revised P-Card policy ensures that the policy aligns with the County’s governing Purchasing Policy (Policy 96-1).

Options:

1. Adopt the proposed revised Policy No. 00-07, “Purchasing Card Policy” (Attachment #1).
2. Do not adopt the proposed revised Policy No. 00-07, “Purchasing Card Policy”.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Revised Policy No. 00-07, “Purchasing Card Policy”

Board of County Commissioners

Leon County, Florida

Policy No. 00-07

Title:	Purchasing Card Policy
Date Adopted:	February 12, 2013 <u>May 9, 2023</u>
Effective Date:	February 12, 2013 <u>May 9, 2023</u>
Reference:	Chapter 274, Florida Statutes
Policy Superseded:	Policy No. 00-07, adopted May 23, 2000; Policy No. 00-7 revised June 13, 2006; revised March 13, 2012; <u>revised</u> <u>February 12, 2013</u>

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 00-07, "Purchasing Card Policy," revised by the Board of County Commissioners on ~~March 13, 2012~~ February 12, 2013, be ~~superseded~~ further amended, and a revised policy be hereby adopted in its place, to wit:

LEON COUNTY

PURCHASING CARD POLICY



**LEON COUNTY
PURCHASING CARD POLICY**

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LEON COUNTY PURCHASING CARD POLICY

Leon County hereby establishes a Purchasing Card Program to allow the purchase of goods and services in addition to the existing methods of Purchase Orders, ~~and Field Purchase Orders (FPOs)~~, Direct Payments, ~~and petty cash~~. Further, the Program is authorized for the payment of vendor invoices where allowed by administrative procedures. This program will assist in providing county citizens with Board directed services in a more efficient and cost-effective manner.

Section I - General Information

A. Objective

To provide a convenient purchasing system for County employees that complies with Board purchasing directives and internal controls as specified in Leon County Purchasing Policy No. 96.1 ~~in the provision of cost-effective superior services.~~

B. Purpose. The Purchasing Card Policy and System will:

1. Provide an efficient method of purchasing and paying for goods, materials, supplies, and services within an employee's authorized purchase limits.
2. Reduce the number of ~~Regular and Field~~ Purchase Orders and associated costs thereof.
3. Reduce the number of checks written and associated costs thereof.
4. Reduce processing time for vendor payment.
5. Reduce the use of direct payments ~~and petty cash funds.~~
6. Reduce the time spent processing low dollar transactions resulting in increased billing reconciliation effectiveness.
7. Assist to ensure that Purchasing Card purchases are in accordance with the County's Purchasing Policy.
8. Improve management reporting.
9. Provide potential for enhanced discount structure with suppliers.
10. Improve service to the eligible users and vendor community.
11. Assist the County regain any expenses from inappropriate use of the Purchasing Card.
12. Provide guidelines for disciplinary action if the Purchasing Cards are misused.

C. Definitions

1. Departmental P-Card Administrator - an individual the Department Director selects to act on his/her behalf.
2. Approver - A person responsible for reviewing Card Holder transactions to ensure the appropriateness of activity and timely processing of charges.
3. Billing Cycle - The monthly billing period that begins the 4th day of each month and ends the 3rd day of each month.

4. Card Holder - the Leon County employee to whom a written Delegation of Authority has been given granting the use of the Purchasing Card to make purchases within preset limits on behalf of Leon County
5. Card Holder Profile - Parameters that are set for a designated Card Holder that identify the Card Holder, set default accounting codes and provide restrictions or spending limitations in the Purchasing Card system.
6. Cash Advance - Use of the Purchasing Card to obtain cash from an ATM, banking institution, or other source.
7. Charge Slip- Receipt of individual purchase showing card use and authorization
8. Contractor/Issuer. The current merchant card issuing and services institution.
9. Credit - Charged amount removed from total owed by Leon County.
- ~~10. Cycle Limit - A maximum dollar value of charges and/or number of transactions that may be for the billing cycle.~~
- ~~11. Daily Limit - A maximum dollar value of charges and/or number of transactions that may be charged per day.~~
- ~~102. Default limits – The limits established by the Purchasing Card Administrator for the billing cycle and for any single transactions and monthly spending capabilities, at a minimum, and other such limits as may be available in the purchasing card system.~~
113. Delegation of Authority - a document issued by the Director that establishes the individual as an authorized Card Holder. The delegation of authority will specify spending and usage limitations unique to that Card Holder.
124. Delivery Address - Complete postal mailing address of Card Holder.
- ~~15. Designated Fiscal Representative - An individual appointed by the Division Director to receive Card Holder's monthly statement and receipts for that department. This individual processes payment approvals of approved transactions for the Card Holders in the Division. This involves assigning proper accounting codes and checking the available budget in the County Financial system prior to forwarding approved statements and invoices to the Finance Department.~~
136. Dispute - When a Card Holder questions a transaction that is incorrectly posted to his/her account, is missing or incorrect, or when items are purchased and found defective or faulty.
147. MCC - Merchant Category Code assigned to a merchant by the merchant card servicing company, which identifies the primary goods or services provided by the merchant.
158. Monthly Limit - A maximum dollar value of charges ~~and/or number of transactions~~ that may be charged during a month.
169. Non-stock materials - materials not available through the County Warehouse ~~or Office Supply Center Inventory.~~
1720. Official Use - Purchase of necessary merchandise or services for Leon County's use.
1824. Purchasing Card (P-Card) - A credit card that is used as an alternative payment method.
1922. Purchasing Card Administrator - The individual who is responsible for Leon County's Purchasing Card Program and is appointed by the County Administrator.

20. Reconciler – An Individual appointed by the Division Director to receive the Card Holder's monthly statement and receipts for that department. This individual processes payment approvals of approved transactions for the Card Holders in the Division. This involves assigning proper accounting codes and checking the available budget in the County Financial system prior to forwarding approved statements and invoices to the Finance Department.
- ~~213.~~ Reconciliation - Balancing charge slips with purchasing card statement.
- ~~224.~~ Services - Non-personal temporary work.
- ~~235.~~ Single purchase limit - Each Card Holder will be limited to a pre-determined maximum on any single small non-stocked product or service either at the established default limits or at another limit approved by the Departmental P-Card Administrator and P-Card Administrator.
- ~~246.~~ Small Purchase - an acquisition of supplies, non-personal services, and construction in the amount within the threshold for small purchases as defined in the Purchasing ~~and MWBE~~ Policy.
- ~~257.~~ Statement - Monthly record of charges and credits received from the card issuer.
- ~~268.~~ Supervisor - The individual who supervises a Card Holder and who has been delegated the responsibility for reviewing transactions to ensure the appropriateness of activity and timely processing of charges and/or credits.
27. Tangible Personal Property – Property which has an original acquisition cost of \$1,000 or more; is not consumed in use and has a useful life of one year or more after initial acquisition; is not fixed in place and not an integral part of a structure or facility; and is not an integral part or component of another piece of equipment.
- ~~289.~~ Tax exemption – Refers to eligible purchases which shall be exempt from Florida state and local taxes, in accordance with state law.
29. Temporary Increase – A temporary increase to the default limits established by the Purchasing Card Administrator. Requires supervisory approval.

D. Responsibilities:

The following are the responsibilities of the individuals and organizations involved in the Purchasing Card System.

1. Card Holder

- a. Retain and secure Purchasing Card and card number.
- b. Order materials and services within the card limits.
- c. Receive and inspect all ordered materials and services.
- d. Collect and retain all documentation of the transaction, e.g. sales receipts, charge slips, receiving slips, etc.
- e. Match all documentation with evidence of transaction, monthly transmittal report, and monthly card statement and ensure validity of all transactions.
- f. Identify and assist in resolution of all disputed charges.

- g. Verify correctness of accounting information.
- h. Sign monthly statements verifying charges prior to submission to approving authority.
- 2. Department/Division Director/County Administrator/County Attorney/Commissioner
 - a. Approve requests for P-Card and subsequent changes for employees under their supervision. County Administrator, County Attorney, and Commissioners may authorize their own cards.
 - ~~b.~~ Approve requests to deviate from default limits, whether temporarily or permanently.
 - ~~c-b.~~ Review and approve monthly statement. Department/Division Director may delegate monthly reviews. The approving authority for each cardholder must be at least one supervisory level higher than Card Holder.
 - ~~d.~~ Forward statement with completed transmittal form, statement, and receipts to the Finance Department.
- 3. Department Purchasing Card Administrator (appointed by the Group Director)
 - a. Review and approve all Requests and changes for P-Cards for designated employee(s).
 - b. Collect cards from Card Holders terminating employment and notify Purchasing by email to cancel the card.
 - c. Evaluate the need to cancel or reissue cards when employee transfers.
 - d. Coordinate all functions of the Purchasing Card system with the County Purchasing Card Administrator for the department.
 - e. ~~On a semi-annual basis, the County Purchasing Card Administrator will provide each Department Administrator with~~ Maintain a list of Purchasing Cards issued to employees in the department. On an annual basis, the Department Administrator will shall conduct a physical inventory of the Purchasing Cards in the department and provide a report to the Purchasing Card Administrator and Finance Department of the results of the inventory.
- 4. County Purchasing Card Administrator and designee (appointed by County Administrator)
 - a. Coordinate issuance, cancellation, and controls of cards.
 - ~~b.~~ Maintain a list of Purchasing Cards issued to County employees.
 - ~~c.~~ Approve requests for temporary single and/or monthly limit increase requests.
 - ~~d-b.~~ Coordinate program policy issues.
 - ~~e.~~ Participate in ongoing program reviews.
 - ~~f-d.~~ Maintain Policy and Card Holder guides/manuals.
 - ~~g.~~ Develop and revise, as needed, default card, transaction, and other limits and the procedures and forms for the purchasing card program.
 - ~~h-f.~~ Develop and administer all card training
- 5. Finance Department

- a. Receive approved monthly statements from Card Holder.
 - b. Receive consolidated monthly statement from Purchasing Card issuer.
 - c. Confirm that all charges are authorized by the Division Director or designee.
 - d. Notify Department Administrators when approved monthly statements are not received.
 - e. Pay monthly charges from consolidated monthly statement.
 - f. Process accounting data into the County financial system.
 - g. File and store statements.
 - h. Coordinate and maintain internal controls.
6. Purchasing Division
- a. Evaluate Purchasing Card feedback from suppliers.
 - b. Establish and monitor benchmarking objectives.
 - c. Coordinate and expand use of the Purchasing Card.

Section II - Card Controls

A. Assignment and Control of the Purchasing Card

1. Request for and Issuance of Purchasing Cards

- a. Purchasing Cards will be issued to individual employees who are directly involved in the purchasing of goods or services as authorized by their Division Director and approved by the Department P-Card Administrator.
- b. Requests for new Card Holders or for changes to a current Card Holder's profile shall be made by submitting a Purchasing Card Request/Change Form to the Purchasing Division.
- c. The Purchasing Card will have the employee's name, the County name, card number, and the expiration date embossed on the face of the card. The County's Florida sales tax exemption number shall be preprinted on the face of the card.
- d. Each new Card Holder will be required to ~~personally attend and~~ complete Purchasing Card Users Training and sign a Purchasing Card Agreement Form prior to receipt of the card.
- e. The Card Holder can access the Purchasing Policy at <https://cms.leoncountyfl.gov/Home/County-Administrator/Leon-County-Board-Policies/Leon-County-Policies>~~will be given a copy of the Purchasing Card Policies and Procedures Guide and an oral review of the program.~~

2. Suspension or Revocation of Purchasing Cards

- a. The Purchasing Card Administrator may suspend or terminate Card Holder privileges of any Card Holder for improper or unauthorized use.

- b. The Purchasing Card Administrator may suspend or terminate Card Holder privileges individually or of any group of Card Holders in a Division or Department for repeated problems including, but not limited to, improper or unauthorized use, improper record keeping, and untimely report submission.
- c. The County Administrator may suspend or revoke any purchasing card with or without cause.

B. Card Holder Use of Purchasing Card

- 1. Card Holder use only - The Purchasing Card may be used **only** by the employee whose name is embossed on the card. No other person is authorized to use the card. The reverse side of the Purchasing Card must be signed by the Card Holder. The Card Holder is responsible and accountable for all transactions that occur on his/her card.
- 2. County Purchases Only - The Purchasing Card is to be used for County purchases only. The Purchasing Card **cannot** be used for any personal use. Any personal use of the Purchasing Card will require immediate reimbursement to the County for any personal items and may result in disciplinary action including revocation of the right to use the Purchasing Card and/or other disciplinary action, which may include termination of employment.
- 3. Limits and Restrictions - Each Purchasing Card may have spending limits established by the Purchasing Card Administrator within those limits available through the purchasing card provider. At a minimum, each card shall have a single transaction limit and credit line limit.

A purchase may be made of multiple items but the total charge cannot exceed the assigned transaction limit. All purchases will be made under the thresholds in the County Purchasing Policy. Charges for purchases shall not be split to stay within the single purchase limit. Splitting charges will be considered abuse of the Purchasing Card.

- 4. Other Conditions
 - a. All items purchased over-the-counter must be immediately available. No back ordering is allowed.
 - b. All items purchased by telephone/Internet should be delivered by the vendor within the 30 day billing cycle and delivered in a single shipment. No back ordering is permitted.
 - c. County Price Agreements (includes County Contracts, State Term Contracts, State Purchasing Agreements, etc.) and items in the Warehouse/Office Supply Center must be checked prior to open market purchasing.
- 5. Prohibited Uses of Purchasing Cards - The following types of items may not be purchased with a Purchasing Card:
 - a. Any item(s) for personal or non-County use.
 - b. Gasoline, fuel, or oil for personal vehicles. These items may be purchased when on approved travel in a County-owned vehicle or for an authorized rental vehicle.
 - c. Vehicle Repairs except when authorized by the Fleet Management Director.
 - d. Cash Advances.
 - e. Tangible Personal Property.

fe. Any additional goods or services, specifically restricted by the Director of Purchasing, as notified from time to time.

gf. Merchant Category Codes (MCC) are assigned by merchant card issuers to each merchant identifying the primary type of goods or services provided. These codes are used to impose purchasing restrictions at the point of sale when the merchant requests authorization for the transaction on a purchasing card.

The County Purchasing Card Administrator may utilize MCC codes to restrict purchases from classes of vendors when it is determined to be in the best interests of the County.

C. Lost or Stolen Purchasing Cards

If a Purchasing Card is lost, stolen, or misplaced during normal working hours, Monday - Friday 8:00 A.M. to 5:00 P.M., the Card Holder is to immediately notify the Purchasing Card Administrator. If the Purchasing Card is lost, stolen, or misplaced during any other hour or day, the Purchasing Card company must be notified immediately and notification given to the Purchasing Card Administrator the next work day.

D. Termination or Transfer of Card Holder

1. When an employee terminates employment, the Departmental Card Administrator shall immediately notify the Purchasing Card Administrator by email. The Department Card Administrator shall then collect the Purchasing Card, and submit the card to the Purchasing Card Administrator. If the Departmental Administrator is unable to collect the Purchasing Card when an employee terminates employment, the Departmental Administrator shall immediately notify the Purchasing Card Administrator by email. The Purchasing Card Administrator shall ensure that the card is canceled.
2. When an employee transfers to another Department or Division, their card may be transferred upon the submission of a Request/Change Form requesting the change and authorized by the respective Division Director. If the card is not to be transferred, the procedure in Section 1 is to be followed.

E. Disciplinary Action Guidelines

1. Improper or unauthorized use of the card.
 - a. Any incident of improper or unauthorized use of the card shall be reported immediately to the Purchasing Card Administrator.
 - b. The Purchasing Card Administrator may suspend or terminate Card Holder privileges for improper or unauthorized use.
 - c. Improper or unauthorized use of the card may subject the employee to appropriate disciplinary action as follows:
 - 1) First Offense: written reprimand, placed in the Card Holder's personnel file.
 - 2) Second Offense: three days suspension without pay.
 - 3) Third Offense: termination of employment with Leon County.
2. The appropriate disciplinary action will be dispensed by the immediate supervisor based on consultation with the individual and the Department/ Division Director
3. In addition to any administrative and disciplinary action that may be taken, the employee may be required to reimburse the County for the total amount of the improper charges through

payroll deduction or direct payment.

4. Failure to submit reports and required documentation within the time periods required in the procedures may result in the following:
 - a. First Offense: Suspension of Card Holder privileges for a minimum of seven (7) days and an oral warning.
 - b. Second Offense: Suspension of Card Holder privileges for a minimum of thirty (30) days and a written reprimand to be maintained in the employee's County personnel file.
 - c. Third Offense: Immediate termination of Card Holder privileges and a written reprimand to be maintained in the employee's County personnel file.
5. The time periods may be adjusted by the Purchasing Card Administrator as necessary due to emergency, natural disaster, acts of God, or other appropriate reason.

Section III - Making and Paying for Purchases

A. Documentation of over-the-counter purchases

1. When an over-the-counter purchase is made, the Card Holder must obtain the customer's copy.
2. All documentation received which is evidence of the transaction (e.g. sales receipt, charge slip, packing slip, etc.) must be retained by the Card Holder for matching with the monthly statement, and subsequent submission to the Finance Department.

B. Telephone/Internet Orders

When placing a telephone/Internet order, the Card Holder must confirm that the vendor will charge the Purchasing Card when shipment is made so the receipt of the order may be certified on the monthly statement. Be sure shipping/handling costs are shown and included in dollar total. The Card Holder must receive a delivery slip with the order to retain for matching with the monthly statement.

C. Sales and Use Taxes

Leon County is exempt from paying any State of Florida sales and use taxes - this applies even with use of the Purchasing Card. The Card Holder is to make this clear to the vendor at the time of the purchase, whether it is an over-the-counter purchase or a telephone/Internet order. If the vendor charges sales tax, the Card Holder must contact the vendor and obtain a credit equal to the amount of the sales tax. The tax number is printed on the purchasing card.

D. Returning Merchandise Purchased with the Card

Card Holder is responsible for managing any return/exchanges and ensuring that proper credit is received for returned merchandise. Card Holder should contact the vendor and obtain instructions for return. Appropriate documentation should be received for the transaction and after the transaction, the statement should be reviewed to ensure that the account has been properly credited for the return/exchange.

E. Documentation

The Card Holder must obtain and retain all documentation for each transaction (e.g. sales receipt, charge slip, packing slip, etc.). Failure to provide this documentation may result in the Card Holder reimbursing the County for that particular charge.

F. Payment and Invoicing

Each Card Holder will receive training in and a copy of the payment and invoicing procedures for the purchasing card program. It is each Card Holders responsibility to assure that the procedures and timelines are strictly followed.

G. Disputes

A dispute occurs when a Card Holder questions a transaction that has been charged to their account. It is the responsibility of each Card Holder to properly follow all dispute procedures established by the Purchasing Card Administrator. The Card Holder shall meet all time frame and documentation requirements established by the Purchasing Card issuer be followed to protect the Card Holder's rights in dispute under state and Federal law.

Revised ~~February 12, 2013~~—May 9, 2023

**Leon County
Board of County Commissioners**

Notes for Agenda Item #7

Leon County Board of County Commissioners

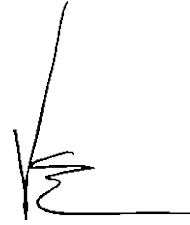
Agenda Item #7

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Proposed Revisions to Leon County Personnel Policies and Procedures,
Section 7.24 – Sick Leave Pool



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Candice Wilson, Director, Human Resources
Lead Staff/ Project Team:	Paula DeBoles-Johnson, Human Resources Director

Statement of Issue:

This item seeks Board adoption of proposed revisions to Sick Leave Pool policy to remain in compliance with all appropriate health care privacy laws by changing the administration of the sick level program from an employee committee to the Human Resources Department.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Adopt the proposed revised Leon County Personnel Policies and Procedures, Section 7.24 – Sick Leave Pool (Attachment #1)

Report and Discussion

Background:

This item seeks Board adoption of proposed revisions to the Leon County Board Policy and Procedures, Section 7.24 - Sick Leave Pool. The policy is being updated to reflect necessary changes to the administration of the Sick Leave Pool. The stipulations related to the administration of the Sick Leave Pool Policy require updates, especially as it relates to the current committee structure versus regulations surrounding the confidentiality of employee protected health information.

Analysis:

Leon County Government offers employees the opportunity to participate in the Sick Leave Pool to ease the financial impact of serious accident, injury, or illness, with minimal impact to employees' sick leave balances. Those employees undergoing serious medical illness, who have exhausted their leave, and are members of the Sick Leave Pool may use this option to continue to receive their salary, and pay for vital health benefits, while receiving ongoing medical care or while recuperating. While this benefit is open to all Leon County Government employees, 268 employees are currently taking advantage of this important benefit.

The rules related to the privacy and protection of employee information, especially related to health, have changed significantly in the last few years, necessitating an updated plan for the administration of the Sick Leave Pool. While Leon County Government has always adhered to the regulations related to protecting the privacy of employee information, the policies related to the administration of the Sick Leave Pool by committee are contradictory to the rules governing the confidentiality of protected health information (PHI). PHI information includes medical conditions, health status, claims experience, medical histories, physical examination, evidence of disability, and a host of other information, which should continue to be 'protected information', disclosed to only specific human resources professionals.

This item proposes that the administration of the Sick Leave Pool and all aspects of determinations regarding eligibility rest solely with the Division of Human Resources. Human Resources staff are familiar with the rules regarding HIPPA, PHI, and other laws regarding confidentiality, and are qualified to administer the program. Situations related to the alleged abuse of the Sick Leave Pool will be handled by the Employee Relations Manager and the Human Resources Director.

Sick Leave Pool requirements for eligibility are as follows:

Full-time employees:

- 1) One year of employment with the County.
- 2) At least 64 hours of unused sick leave credit at the time of enrollment.
- 3) Donation of 8 hours of sick leave to the pool.

Part-time employees:

- 1) One year of employment with the County.
- 2) At least 32 hours of unused sick leave credit at the time of enrollment.
- 3) Donation of hours to the sick leave pool is prorated according to number of hours worked.

A participating employee may be granted sick leave from the Pool only after depletion of all personal accrued sick, annual, and compensatory leave credits.

Options:

1. Adopt the proposed revised Leon County Personnel Policies and Procedures, Section 7.24 – Sick Leave Pool (Attachment #1).
2. Do not adopt the proposed revised Leon County Personnel Policies and Procedures, Section 7.24 – Sick Leave Pool.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed revised Leon County Personnel Policies and Procedures, Section 7.24 – Sick Leave Pool.

SECTION VII ATTENDANCE AND LEAVE

11.01

3. If the injury requires no medical treatment the Notice of Injury form is completed by the employee immediately and the supervisor is responsible for filing the form in Human Resources within twenty-four (24) hours after the accident.

Accidents are investigated by the Risk Management Office with results forwarded back to the Department/Division. Identified unsafe acts by employees may be subject to disciplinary actions.

Refer to the Leon County Safety Manual for Accident Report forms and procedures.

7.23.2 Procedure: Extending Salary During Workers' Compensation Leave

In those cases where the employee has elected to use accrued leave credits, has exhausted all accrued sick leave credits, and is still unable to return to work, the Board may approve a request for an extension of disability leave with pay. In such cases, the Division Director must submit to the County Administrator, along with the request for authority to carry the employee in pay status, a medical report that gives a current diagnosis of the employee's physical condition and a prognosis regarding his or her recovery and ability to return to work.

The request from the Division Director shall specify the period for which the extension of disability leave with pay is requested and shall state the reasons why the extension is recommended by the department and any other pertinent information so as to why such an action is in the best interests of the County.

7.24 Sick Leave Pool

Twice a year the County will offer open enrollment to the Sick Leave Pool. Notification of open enrollment will be ~~posted~~[announced via All Employee Email](#). The requirements for eligibility are as follows:

- | | | |
|----------------------|-----|---|
| Full-time employees: | [1] | One year of employment with the County. |
| | [2] | At least 64 hours of unused sick leave credit at the time of enrollment. |
| | [3] | Donation of 8 hours of sick leave to the pool. |
| Part-time employees: | [1] | One year of employment with the County. |
| | [2] | At least 32 hours of unused sick leave credit at the time of enrollment. |
| | [3] | Donation of hours to the sick leave pool is prorated according to number of hours worked. |

SECTION VII ATTENDANCE AND LEAVE

11.01

A participating employee may be granted sick leave from the Pool only after depletion of all personal accrued sick, annual, and compensatory leave credits.

7.24.1 Procedure: Establishing Sick Leave Pool Committee

- ~~1. The Sick Leave Pool Committee shall be elected through nomination and vote. Only members of the Sick Leave Pool may participate in the election of Sick Leave Pool committee members. The election process shall be performed through correspondence to each member of the Sick Leave Pool. Results shall be published in the next employee newsletter.~~

~~All nominations must meet established criteria to be eligible to serve as a member of the Sick Leave Pool Committee. Criteria include the following:~~

- ~~(a) — Must be a member of the Sick Leave Pool.~~
- ~~(b) — Must have a minimum of 100 hours of sick leave accrued at the time of nomination.~~

- ~~2. The Sick Leave Pool Committee shall consist of five (5) standing members and two (2) alternates. Each standing member shall serve for a term of two (2) years. Vacancies shall be filled with alternates. The alternates shall be identified as first and second alternate. Alternates shall not vote unless serving in a position vacated by a standing member.~~

~~— Initial Sick Leave Pool Committee members shall serve staggered terms with three members serving for a period of two (2) years and two members serving for a period of one (1) year. Alternates shall serve for a term of two (2) years. Thereafter, all terms shall be for a period of two (2) years.~~

~~If a vacancy occurs on the committee prior to the end of the term, the committee member identified as the first alternate shall move into the vacated post. The second alternate shall then assume the role of first alternate and a second alternate shall be elected through the established process.~~

~~The Sick Leave Pool Committee shall appoint a Chairperson who will serve as spokesperson in all administrative matters.~~

7.24.21 Procedure: Administration of the Sick Leave Pool

- ~~1. The County Administrator or designee shall appoint a Sick Leave Pool Administrator. The Administrator of the Pool shall not be a voting member of the Sick Leave Pool Committee.~~
- ~~2. The Sick Leave Pool Administrator shall meet with the committee to review the~~

SECTION VII ATTENDANCE AND LEAVE

11.01

- ~~petitioning employee's individual sick leave accounts. The Administrator shall also~~The Human Resources Director, or assigned designees, will administer and maintain accurate and reliable records relative to all functions of the Pool.
- ~~32.~~ A standardized application for use of the Sick Leave Pool shall be utilized by all petitioners who meet the Pool requirements.
- ~~43.~~ Upon receipt of a completed application, ~~the Sick Leave Pool Committee~~ Human Resources staff shall approve or deny a request for use of the Pool within three (3) to five (5) working days. Leave may be granted retroactive and may be granted incrementally.
- ~~54.~~ If all criteria for use of the pool have been met, ~~and the Committee approves the request for use of the Pool, the Committee may~~ Human Resources staff will approve the amount of leave recommended by the physician, provided the amount does not exceed 480 hours.
- (a) ~~Committee~~ The Sick Leave Pool procedure will include approving increments up to 240 hours. Approval for more than 240 hours, not to exceed 480 hours, will require updated physician documentation.
- ~~65.~~ In the event the employee returns to work prior to using all leave granted, any unused leave shall be returned to the Sick Leave Pool.

7.24.23 Procedure: Membership Requirements

1. Participation in the Sick Leave Pool shall, at all times, be voluntary. Full-time employees may participate in the Sick Leave Pool after completion of one year of employment with the County, provided the employee has at least 64 hours of unused sick leave credited to his or her leave account at the time of enrollment. Part-time Career Service employees may participate in the Sick Leave Pool after completion of one year ~~six months~~ of employment with the County, provided the employee has at least 32 hours of unused sick-leave credited to his or her account at the time of enrollment. .
2. Eligible employees may request membership in the Sick Leave Pool during open enrollment periods, which occur once every six months. The completion of the Sick Leave Pool Application shall serve as the m~~Membership requests shall be made in writing to the Administrator of the Pool.~~ All Sick Leave Applications shall be submitted to Human Resources.
3. Full-time Career Service employees will contribute 8 hours of sick leave, and Part-time Career Service employees will contribute sick leave in proportion to their hours worked upon enrollment in the Sick Leave Pool. Thereafter, full-time employees will contribute eight (8) additional hours, and part-time employees will contribute in

SECTION VII ATTENDANCE AND LEAVE

11.01

proportion to their hours worked. ~~Each time the Pool is depleted to 200 hours or less.~~ All sick leave contributed to the Pool shall be placed into the Sick Leave Pool account. Employees shall be notified in advance, and must approve in writing, each time a contribution of their leave hours will be donated to the Pool.

4. A participating employee shall not be allowed to "donate" to the Sick Leave Pool any unused or unpaid sick leave from their individual sick leave balance at the time of retirement or termination.
5. A participating employee shall be allowed to make a voluntary lump sum contribution, not to exceed 80 hours, during "Emergency Requests for Contributions," as outlined in 7.24.4-10.

7.24.34 Procedure: Maintenance of the Sick Leave Pool

1. When 200 hours have been deposited in the Sick Leave Pool, the Pool will be activated for use by the eligible participating employees.
2. A participating employee may be granted sick leave from the Pool only after depletion of all personal accrued sick, annual, and compensatory leave credits. Sick leave withdrawn from the Pool may be used only for the employee's personal illness, accident, or injury. The following occurrences or situations shall not be considered personal illness, accident, or injury for the purposes of this rule and shall not entitle participating employees to draw from the Sick Leave Pool:
 - (a) Cosmetic surgery, unless such cosmetic surgery results in serious complications or was necessitated by an illness, accident, or injury not excluded under this subsection.
 - (b) Illness, accident, or injury to a member of the employee's family.
 - (c) Normal pregnancy and delivery without serious complication.

In addition, the following occurrences or situations shall be reviewed on a case-by-case basis and may entitle participating employees to draw from the Sick Leave Pool:

- (d) Participating in or voluntary commitment to a psychiatric facility, detoxification center, or similar rehabilitation program.
 - (e) Intentionally self-inflicted injuries such as injuries resulting from a suicide attempt.
3. Prior to authorizing the use of sick leave from the Pool, the Committee may/shall require medical certification of the accident, illness, or injury for which the use of sick leave is requested.
4. ~~At least three fifths 3/5 of the Committee shall vote in the affirmative on the number of hours to be granted to the requesting employee.~~ Hours may be granted in increments up to 240 hours. After the initial 240 hours has been granted, ~~an~~ updated documentation

SECTION VII ATTENDANCE AND LEAVE

11.01

- from a physician's documentation will be required to grant hours up to a maximum of 480 hours. However, not more than 480 hours shall be withdrawn from the Pool per full-time employee, and not more than a proportional amount shall be withdrawn from the Pool per part-time employee within a twelve-month time frame from first award.
5. A participating employee who withdraws sick leave hours from the Pool shall not be required to replace those hours, except as a regular contributing member of the Pool.
 6. If participating full-time employee's individual sick leave balances are less than 8 hours at the time the Pool is depleted (a balance of 200 hours constitutes depletion), or if participating part-time employees' individual sick leave balances are less than the proportional amount at the time the Pool is depleted, the member will be dropped from membership and must re-qualify to re-join the Pool.
 7. During a personal illness, accident, or injury covered by Workers' Compensation, an eligible employee may elect to use sick leave from the Pool in an amount necessary to receive salary payments that will increase the Workers' Compensation payments to the total salary being received prior to the occurrence of the illness, accident, or injury. Under no circumstances shall the employee's salary and Workers' Compensation benefits exceed the amount of the employee's regular salary payments.
 8. Any sick leave contributed to the Sick Leave Pool by a participating employee shall be forfeited upon the employee's cancellation of membership in the Pool, retirement, or termination from County employment.
 9. Alleged abuse of the Sick Leave Pool shall be investigated by the Administrator of the Pool Employee Relations Manager, and if warranted, the participating employee shall repay all sick leave credits drawn from the Pool and may have his or her membership in the Pool canceled by majority vote of the Committee the Director of Human Resources. In addition, the employee may be subject to disciplinary action.
 10. Emergency Requests for Contributions. In the event that requests for Sick Leave Pool assistance exceeds available hours, an emergency request for contributions will be sent in writing to all members. Emergency contributions may not exceed 80 hours per contributing employee and may not deplete the employee's sick leave balance below 64 hours. Non-members may join the pool during emergency contribution requests providing they meet membership requirements.

7.25 Annual Leave Sell Back Program

Leon County shall provide an Annual Leave Sell Back program unless the County Administrator otherwise recommends, and the Board approves, that an Annual Leave Sell Back program will not be offered for a particular year. Leon County's Annual Leave Sell Back program will be administered in accordance with procedures developed by the County Administrator and maintained by the Division of Human Resources, and in accordance with the following policy provisions. For the purposes of this section, the term

**Leon County
Board of County Commissioners
Notes for Agenda Item #8**

Leon County Board of County Commissioners

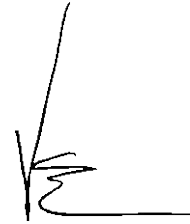
Agenda Item #8

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Officer-In-Resident Program Proposal from the Mount Olive Affordable Housing and Community Development Corporation, Inc.



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services & Community Partnerships
Lead Staff/ Project Team:	Jelani Marks, Housing Services Manager

Statement of Issue:

As requested at the February 21, 2023, Board meeting, this item provides a report on the Officer-In-Resident Program proposal from the Mount Olive Affordable Housing and Community Development Corporation, Inc.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option # 1: Accept the staff report on the Officer-In-Resident Program Proposal from the Mount Olive Affordable Housing and Community Development Corporation, Inc.

Report and Discussion

Background:

At the February 21, 2023 meeting, the Board requested a report on the Officer-In-Resident Program proposal (Attachment #1) from the Mount Olive Affordable Housing and Community Development Corporation, Inc. ("Mt. Olive"). Mt. Olive proposes that the County purchase a single-family home which they own that is currently under construction in Frenchtown and that the County subsequently sell the home to a law enforcement officer at below market rate.

Mt. Olive is a not-for-profit organization focused on the community redevelopment of the Greater Frenchtown and other Southside neighborhoods (i.e. Bond, Griffin Heights, and South City) through housing, job and skills training, and events to promote a sense of community such as Frenchtown Rising. Over the past two years, the County has provided Mt. Olive approximately \$110,000 for programs and events in Greater Frenchtown and other Southside neighborhoods. On March 21, 2023, the Board approved an additional \$25,000 to Mt. Olive in special event funding for FY 2024 in support of Frenchtown Rising.

In an effort to reduce crime and foster a more positive relationship between the neighborhoods and law enforcement, Mt. Olive is proposing the County adopt its newly developed Officer-In-Resident Program. As presented in detail in the Analysis, similar programs exist in cities in the midwestern region of the U.S. that employ law enforcement officers. Leon County Government does not employ law enforcement officers and currently there are no officer-in-residence programs operating in Florida. Additionally, the City provided Mt. Olive a \$175,000 loan for the very property Mt. Olive is requesting the County to purchase. The terms of the City's loan agreement requires that the property be sold to a low-income household; not to a local government entity such as the County. Purchase of the property by the County would violate the terms of Mt. Olive's loan agreement with the City. Therefore, it is recommended that the Board accept the report on Mt. Olive's proposal and take no further action.

Analysis:

Mt. Olive proposes the County purchase the 2,300 square foot three bedrooms, 2.5 baths, and two-car garage home located in the Frenchtown neighborhood (816 Delaware Street) which is currently under construction. The proposal recommends that the County purchase the home at market value and thereafter sell it to a law enforcement officer who agrees to reside in the community. Subsequently, under this program, the County would sell the home to a sworn law enforcement officer (e.g. Tallahassee Police Officer, Leon County Sheriff Deputy, etc.) at below-market rate to incentivize a law enforcement officer to reside in the Greater Frenchtown/Southside area. Although the home is not currently on the market, it was previously listed with a sales price of \$325,000.

The law enforcement officer would be required to live in the home for at least five (5) years. Should the officer choose to leave the home after the required 5-year period, the County would agree to buy the law enforcement officer's share of the home's equity based on the appraised value. The County would then make the home available exclusively to another sworn law enforcement

officer to take up residence. Mt. Olive's proposal also references its long-term plans to develop future sites in Bond, Griffin Heights, and South City.

As previously stated, similar officer-in-residence programs exist in cities in the midwestern region of the U.S. There are currently no officer-in-residence programs operating in Florida, including the City which employs law enforcement officers through the Tallahassee Police Department. Officer-In-Residence programs are generally funded by city governments to serve the dual benefit of providing affordable workforce housing for its city police officers and crime deterrence/community policing in neighborhoods. County Government does not employ law enforcement officers.

An officer-in-residence program does not align with the County's current housing programs. While such a program could add value to the community, an officer-in-residence is more appropriately administered by a local governing body that employs law enforcement officers. Leon County is actively investing in building the inventory of affordable housing in neighborhoods such as Frenchtown for low-income households through its Homeownership Development (HOD) Program. The HOD Program is designed to provide up to \$100,000 in funding for developers to build owner-occupied housing for first-time homebuyers that earn 80% or below the area median income. The funds may be utilized for land acquisition, infrastructure, rezoning, permitting, and other development costs. The application window for the HOD program opened to developers in March 2023. Preference will be given to projects in the Bond, Frenchtown, Griffin Heights, Providence, and South City neighborhoods. This program supports the County's partnership with the City to implement the City's Neighborhood First Program to provide greater investment in neighborhoods that have historically experienced poverty and racial inequities. The Mt. Olive Affordable Housing and Community Development Corporation, Inc., is eligible to apply for HOD program funding. If awarded HOD funding, Mt Olive could develop additional housing within the communities associated with the Neighborhood First Plan which include the Bond, Griffin Heights, and South City neighborhoods and would not be prohibited from selling the home to a sworn law enforcement officer who meets the income criteria.

It is also important to note that the City has already invested \$175,000 in the subject property that Mt. Olive is proposing the County purchase. In 2021, Mt. Olive was awarded a \$175,000 loan from the City's Affordable Home Construction Loan program to build the home. The City's Affordable Home Construction Loan program provides small developers capital to build homes for low- to moderate- income households. According to the City, under its loan agreement with Mt. Olive, the home is required to be completed by June 2023. Additionally, Mt. Olive must sell the home to a resident with a household income at or below 100% of the area median income (approximately \$81,000 for a household of four). The purchase of the property by the County, as proposed by Mt. Olive, would violate the terms of the organization's loan agreement with the City. Therefore, as presented in detail in this item, it is recommended that the Board accept the report on Mt. Olive's proposal and take no further action.

Title: Officer-In-Resident Program Proposal from the Mount Olive Affordable Housing and Community Development Corporation, Inc.

May 9, 2023

Page 4

Options:

1. Accept the staff report on the Mount Olive Affordable Housing and Community Development Corporation's Officer-In-Resident Program Proposal.
2. Do not accept the staff report on the Mount Olive Affordable Housing and Community Development Corporation's Officer-In-Resident Program Proposal.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Mt. Olive Affordable Housing and Community Development Corporation's Officer-In-Resident Program Proposal

Henry Barber



Mt. Olive Affordable Housing and
Community Development Corporation, Inc

P.O. Box 6364
Tallahassee, FL 32314

Greater Frenchtown/Southside Officer-In-Resident Proposal, Marketing, and Financing Plan

Officer-In-Resident :

This program is designed to facilitate and incentivize law enforcement officers to reside in homes in Frenchtown/Southside. An officer resident in the neighborhood will assist in alleviation of crime, stabilize, and revive the area. It will also reduce calls for policing and reduce instances of bad policing. The program will help repair and improve the relationship between officers and community members.

Project Development Theme:

Officer-In-Resident Housing developed through collaboration with The Frenchtown Neighborhood Improvement Association, Griffin Heights Neighborhood Association, Mount Olive Affordable Housing and Community Development Corporation, Bethel Empowerment Foundation and Community Partners of Tallahassee in partnership with the Greater Frenchtown/Southside Community.

Chapter

1

Greater Frenchtown/Southside Officer-In-Resident Proposal Financing Plan

This project proposal is to construct two houses on vacant lots in Greater Frenchtown/Southside for an officer in resident program.

Project Concept

Construction of a three bedroom and a four bedroom two- and one-half bath single family detached residential homes:

- 1) The proposed units will be developed in the Greater Frenchtown/Southside Communities. Officer selections shall be based on carefully developed community specific selection criteria. Officers will be presented inspiring presentations designed to encourage them to embrace the Frenchtown/Southside renaissance vision including an officer-in-resident component. The Greater Frenchtown/South side area is experiencing substantial growth. These homes and officer's constant presence will deter crime and violence as well as augment local government's revitalization, redevelopment plans for the community, and increase property values in the area.
- 2) Each site will have beautifully landscaped wooded natural features. At least a 1,644 square foot of livable space one- or two-story home with a split lower level will be nestled between trees, exotic plants, and other vegetation native to the region. The homes amenities will include a two-car garage, rear patio/deck, and at least three spacious bedrooms with walk in closets, gourmet kitchen with state-of-the-art appliances, ample cabinets and countertop space, and two- and one-half baths and full-size washer/dryer options.

Program Description

With the help of local government, supporters, and partners, Mt. Olive and its partners can provide Greater Frenchtown/Southside with the amenities needed to implement a successful Officer-In Resident program that will offer innovative community policing. The ideal candidate for this program is an officer who has a compassionate and social temperament. The officer must be committed to the vision and mission of the Neighborhood 1st plans. It is imperative that officers embrace a commitment to truly become a community neighbor with care, constant visibility, and to improving relationships between law enforcement and the community.

Proposed Resident Officer Program Terms & Conditions

- The officer will obtain an interest only mortgage at the thirty-year (30) mortgage rates in the Wall Street Journal the day prior to closing. The officer will be responsible for paying the interest, property taxes, insurance, and utilities.
- The officer will share incremental increases in equity in the house at 50/50 with the County.
- The officer must stay in the house for a period of at least 5 years.

Project Cost

- 1) The County may purchase the Officer In Residence
- 2) house at appraised Market Value.
- 3) When the Officer leaves the unit the County will buy the officers' equity, which will allow the Officer to have resources to purchase a new home.
- 4) The County will retain the home for a new Officer in Resident.

Officer in Resident Home Sites

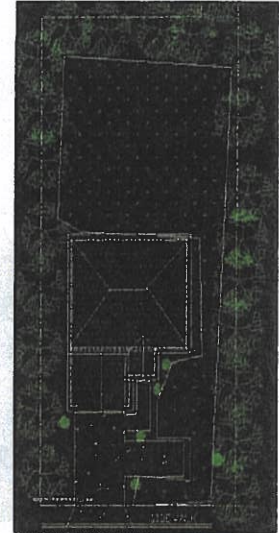
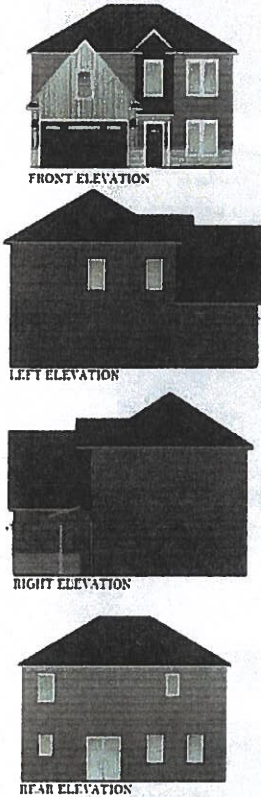
While we envision sites in Bond, South City and Griffin Heights, the initial site will be in the Frenchtown Community.

- Site One (1): 816 Delaware Street is offered by Mount Olive Affordable Housing and Community Development Corporation. Please see the following rendering, floor plan, and site plan.

Mount Olive Affordable Housing & Community Development

Officer-In-Resident Proposal: 816 Delaware St.

The proposed home for the Officer-In-Resident program is located at 816 Delaware St. This home is a 3 bedroom/2.5-bathroom two story home with a 2-car garage and an option for a fourth bedroom. This spacious home includes a family room, dining room, breakfast nook, laundry room, and flex space. This modern home is beautifully designed and features state of the art appliances.



Delaware Street Residence

3 Bedrooms / 2.5 Baths / Garage / Bonus Room

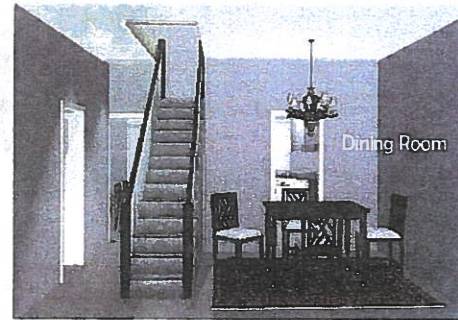
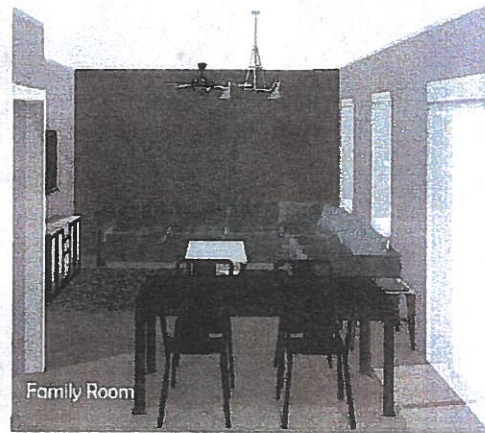
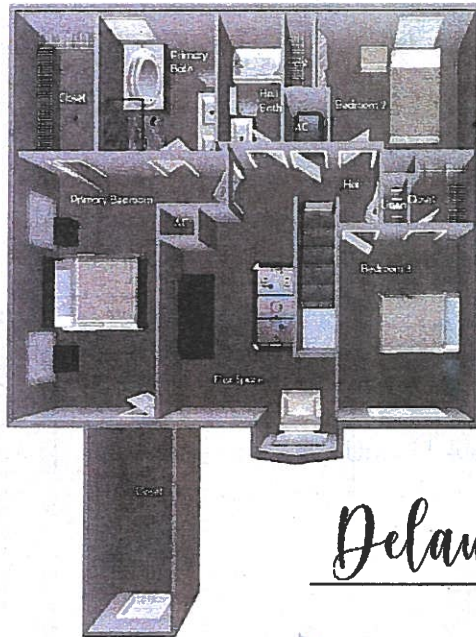
Building Total 2,351 sqft

Areas Inventory

TOTAL	HEATED / COOLED
First Floor.....1,559 sqft	924 sqft
Second Floor....1,023 sqft	1,023 sqft
Front Porch....30 sqft	
Garage.....599 sqft	

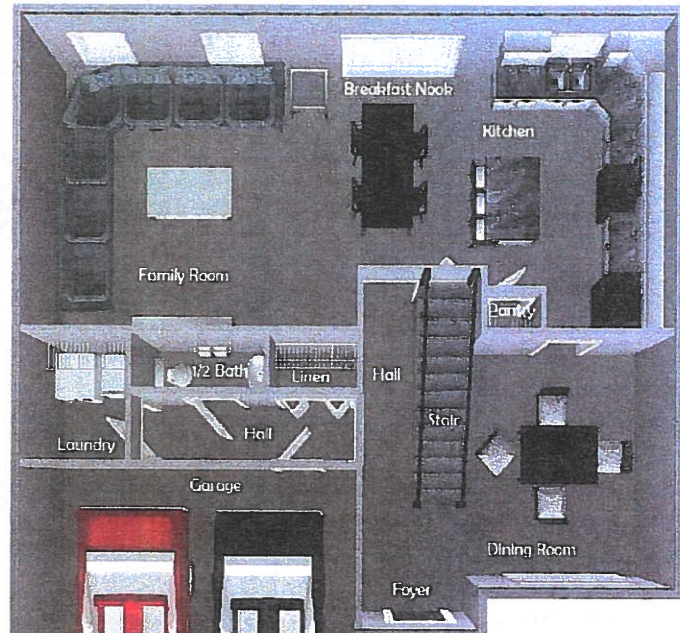


**MOUNT OLIVE AFFORDABLE HOUSING
& COMMUNITY DEVELOPMENT CORP.**



Gray Wood Grain
Vinyl
Plank Flooring

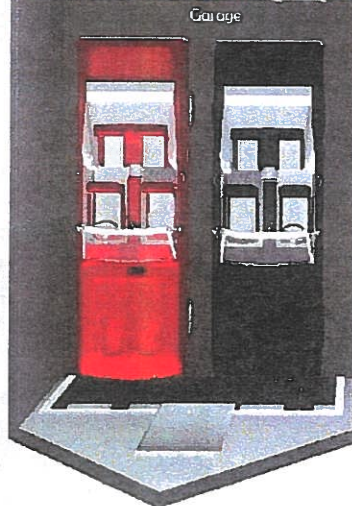
Delaware Street Residence



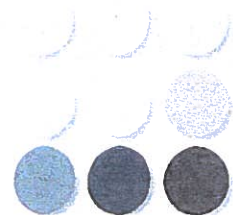
White
cabinets
Black
Hardware



Leather Granite
Kitchen
Countertop



REPOSE GRAY
Shaw Floors



**Leon County
Board of County Commissioners**

Notes for Agenda Item #9

Leon County Board of County Commissioners

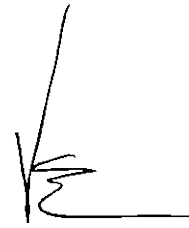
Agenda Item #9

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: 9/11 Day of Remembrance and Service for 2023



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Shington Lamy, Director, Human Services & Community Partnerships Jelani Marks, Housing Services Manager

Statement of Issue:

This item seeks Board acceptance of a status report on the planned activities related to the annual Leon County 9/11 Day of Remembrance and Service, scheduled for Thursday, August 17, 2023 in the Yons Lakeside Neighborhood adjacent to Lake Munson.

Fiscal Impact:

This item has a fiscal impact. Funding for the 9/11 Day of Remembrance and Service is contemplated in the FY 2023 budget. In addition, the Housing Finance Authority of Leon County provides \$1,500 annually for the 9/11 Day of Remembrance and Service activities.

Staff Recommendation:

Option #1: Accept the status report on the 9/11 Day of Remembrance and Service for 2023.

Report and Discussion

Background:

This item seeks Board acceptance of a status report on the planned activities related to the annual Leon County 9/11 Day of Remembrance and Service for 2023. This year's Day of Remembrance and Service will occur on Thursday, August 17, 2023 in the Yons Lakeside Neighborhood adjacent to Lake Munson. Each year, staff brings a status report to the Board detailing the upcoming 9/11 Day of Remembrance and Service event, the project's location, and how neighborhood residents will be engaged.

In 2009, Congress designated September 11th as a National Day of Remembrance and Service. Beginning in 2011, on the tenth anniversary of the tragic attacks of September 11, 2001, Leon County established the community's annual 9/11 Day of Remembrance and Service. Since that time, the 9/11 Day of Remembrance and Service has earned several national and local awards for community service and citizen engagement. Most notably it earned a 2015 National Association of Counties Best in Category award for being an exemplary volunteer service project.

Generally, each August, as approved by the Board, the County organizes a service day that brings together community volunteers and County employees to help revitalize a neighborhood in remembrance of September 11, 2001. Volunteers perform services such as neighborhood-wide clean-ups; build handicap ramps; lawn maintenance; paint homes; and install U.S. or military flags at the home of veterans. Previous neighborhoods hosting the day of service event include: Crown Ridge (2014), Natural Wells (2015), Woodside Heights (2016), Oak Ridge (2017), Deer Tree Hills (2018), Lakewood Estates (2019), Frontier Estates (2021), and Capital City Estates (2022).

On May 22, 2018, the Board approved incorporating the Day of Remembrance ceremony that had traditionally been held on September 11, into the Day of Service event after previous ceremonies were canceled due to hurricanes that impacted Leon County.

Analysis:

The County will build on the success of previous events by hosting a service day in the Yons Lakeside Neighborhood adjacent to Lake Munson, located south of Capital Circle Southwest in unincorporated Leon County. County staff worked with the Council of Neighborhood Associations (CONA) and residents of Yon Lakeside to identify the neighborhood for the day of service, as well as establish the neighborhood boundary for the event. As mentioned previously, County staff along with community volunteers are anticipated to perform neighborhood-wide clean-ups, build handicap ramps, provide lawn maintenance, and paint homes that are owner-occupied.

In cooperation with Capital Area Neighborhood Network and CONA, staff will hold a meeting with the residents in early July to discuss the plan for the Day of Remembrance and Service. Variable message board signs along with mailed letters will be utilized to notify residents of the meeting date, time and location. The meeting will provide residents with an opportunity to share their needs with staff, which will identify the service projects that will be performed in August.

A remembrance ceremony will be incorporated into the lunch portion of day's event at a location near the neighborhood to formally recognize the tragic events of September 11, 2001. The Ceremony provides an opportunity to continue building a meaningful sense of unity and community engagement with the neighborhoods, community partners, volunteers, and County staff.

Options:

1. Accept the status report on the 9/11 Day of Remembrance and Service for 2023.
2. Do not accept the status report on the 9/11 Day of Remembrance and Service for 2023.
3. Board direction.

Recommendation:

Option #1

**Leon County
Board of County Commissioners**

Notes for Agenda Item #10

Leon County Board of County Commissioners

Agenda Item #10

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Child Protection Examinations Agreement with The University of Florida Board of Trustees



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Shington Lamy, Director, Office of Human Services and Community Partnerships
Lead Staff/ Project Team:	Abigail Sanders, Human Services Analyst

Statement of Issue:

This item seeks Board approval to enter into an agreement with the University of Florida Board of Trustees for the provision of state-mandated child protection examinations as required by Florida Statutes.

Fiscal Impact:

This item has a fiscal impact. The annual cost of these state-mandated services total \$49,000 which is included in the FY 2023 budget.

Staff Recommendation:

Option #1: Approve the Agreement between Leon County and the University of Florida Board of Trustees for the provision of state-mandated child protection examinations (Attachment #1) and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval to enter into an Agreement with the University of Florida Board of Trustees (“UF”) for the provision of state-mandated child protection examinations (“examination(s)”) as required by Florida Statutes. In accordance with Section 39.304(5), Florida Statutes, counties are required to bear the initial costs of the examination of children who are alleged to have been abused, abandoned, or neglected. The examinations are conducted by a Child Protection Team (“CPT”) designated and overseen by the Florida Department of Health (“DOH”). CPTs receive referrals from the protective investigators and protective supervision staff of the Department of Children and Families and provide specialized and supportive services in processing child abuse, abandonment, or neglect cases. CPTs are required by law to provide diagnostic and evaluative services to supplement the investigations of child abuse, abandonment, or neglect.

From 2001 to 2022, Children’s Home Society of Florida (“CHS”) was the DOH-designated CPT for the County. During this time, the County had an agreement with CHS for the payment of costs for the examinations. In November 2022, DOH designated UF as the CPT to conduct the examinations within Leon County. In January, 2023, CHS informed the County that it was no longer the CPT for the County, and that DOH designated UF as its replacement. This new designation by DOH terminated the agreement between the County and CHS, and resulted in the need to enter into an agreement with UF. Since January 2023, the County, through the County Attorney’s Office, has been in negotiations with UF on the terms of the Agreement. Beginning in January, 2023, UF is conducting examinations within Leon County.

Analysis:

Under Section, 39.304(5), F.S., the County must pay the CPT for the costs of the examinations. Under the terms of the Agreement, the County shall pay a flat rate of \$250 to UF for each examination performed on a child. To receive payment, UF must submit monthly invoices and reports to the County’s Office of Human Services and Community Partnerships noting the dates of service, demographic information, and types of abuse cases examined, while complying with HIPPA.

In FY 2021, 143 examinations were conducted, and the County paid a total of \$43,760. In FY 2022, 228 examinations were conducted, and the County paid a total of \$57,000. On September 13, 2022, the Board approved the County’s FY 2023 budget which included \$49,000 for the examinations. The number of exams varies annually, depending on cases resulting from reports to the Florida Abuse Hotline or to law enforcement. As part of the budget process, the budget is developed based on an estimated number of examinations to be performed, as the actual number of examinations that will occur is unknown.

This Agreement will provide for three (3) one-year renewals with the first term having commenced January 6, 2023 and ending September 30, 2023. However, regardless of whether an agreement is in effect, the County is statutorily required to reimburse the CPT for the cost of the examination.

Options:

1. Approve the Agreement between the County and the University of Florida Board of Trustees for the provision of state-mandated child protection examinations (Attachment #1) and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.
2. Do not approve the Agreement between the County and the University of Florida Board of Trustees for the provision of state-mandated child protection examinations.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Child Protection Examinations Agreement between the County and The University of Florida Board of Trustees

AGREEMENT

This Funding Agreement (the “Agreement”) is made and entered into the date upon which the last of the parties signs the Agreement, by and between LEON COUNTY, FLORIDA, a Charter County and political subdivision of the State of Florida, (hereinafter referred to as “County”) and THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES for the benefit of the College of Medicine-Jacksonville, University of Florida, a public university existing under the laws of the State of Florida (hereafter referred to as “Provider”) (hereafter, the County and Provider may be referred to as “Party” individually or “Parties” collectively).

WHEREAS, section 39.303, Florida Statutes, provides for the development of district Child Protection Teams to provide specialized diagnostic assessments of allegedly abused, abandoned, or neglected children; and

WHEREAS, Provider operates the multi-disciplinary Child Protection Team designated by the Florida Department of Health to provide Examination Services (defined below) for certain Florida counties, including but not limited to County; and

WHEREAS, section 39.304(5), Florida Statutes, provides that the county in which the child is a resident shall bear the initial costs of the examination of the allegedly abused, abandoned, or neglected child; however, the parents or legal custodian of the child shall be required to reimburse the county for the cost of such examination; and

WHEREAS, the Parties desire to reduce their intentions to writing.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the sufficiency of which is acknowledged hereby, the Parties do agree as follows:

1. Services to be Provided

- A. Pursuant to section 39.304, Florida Statutes, and in accordance with the protocols for oversight and operation established by the Florida Department of Health (the “DOH”) and the Florida Department of Children and Families (the “DCF”), Provider provides the examination of allegedly abused, abandoned, or neglected children, as follows: Medical diagnosis and evaluation services performed by a Child Protection Team licensed physician or licensed advanced practice registered nurse, including the provision or interpretation of X-rays and laboratory tests, and related services, as needed, and documentation of findings thereto (the “Examination Service(s)”).
- B. Provider shall comply with all applicable laws, ordinances, and regulations governing its operation and in the provision of Examination Services.

2. Compensation

- A. The County agrees to pay a flat rate of \$250.00 (Two Hundred Fifty and 00/100 Dollars) to Provider for each Examination Services performed on an eligible child, regardless of the actual expense of the services provided.

- B. The total annual sum to be paid by the County shall be determined by the number of eligible children receiving Examination Services during the period of this Agreement through Provider under section 39.304, Florida Statutes.
- C. Provider shall submit within fifteen (15) working days after the end of each quarter an invoice to the Leon County Office of Human Services and Community Partnerships for review and authorization for payment. Payment by the County shall be subjected to the Florida Prompt Payment Act.
- D. All requests for reimbursement of payments shall be accompanied by an invoice documenting the number of exams performed, case number, age, sex, race, type of abuse, date of exam, doctor's name, and case coordinator.

3. **Effective Date and Term**

The effective date of this Agreement shall be the date upon which the Agreement is signed by the last Party. The date of performance of all work, services and other obligations required by this Agreement began on January 6, 2023, and shall terminate on September 30, 2023 (hereinafter the "Term"). Notwithstanding the effective date of this Agreement, County shall be responsible for payment for Examination Services provided during the Term of this Agreement. In no event shall the Term or any subsequent renewal extend beyond the cessation of Provider's designation as the Child Protection Team for Leon County by the DOH.

4. **Renewal of Term**

The Parties shall have three (3) one (1) year renewal options. If either Party does not desire to renew this Agreement at the expiration of its Term or any subsequent annual renewal, notice in writing must be given at least sixty (60) days before expiration by such Party to the other Party informing it that the Agreement is not to be renewed; otherwise, the Agreement shall be automatically renewed for another year, subject to availability of funding in the annual County budget.

5. **Personnel and Subcontracting**

- A. Provider represents that is has and will maintain adequate staffing to carry out the Examination Services to be provided and reimbursed under this Agreement.
- B. All Examination Services required hereunder will be performed by Provider and all personnel engaged in the performance of work or Examination Services shall be fully qualified and properly authorized under appropriate state and local laws to perform such Examination Services.
- C. None of the Examination Services to be performed under this Agreement shall be subcontracted.
- D. Provider and all employees thereof, at all times while performing Examination Services

pursuant to this Agreement, are not considered employees of Leon County, Florida. There is no agent/agency or principal/agent relationship between the Parties.

6. Reporting and Notices

- A. Upon execution of this Agreement Provider will provide in writing the Provider staff member who will be responsible for the submission of all Provider reports to the County for the administration of this Agreement. The contact person for Provider shall be:

Jennifer Koerner, Finance Manager
Child Protection Team and Pediatric Forensics
UF College of Medicine – Jacksonville
904-427-7759
Jennifer.Koerner@jax.ufl.edu

- B. All reports, if required hereunder, shall be submitted electronically to the County's Office of Human Services and Community Partnerships at HumanServices@LeonCountyFL.gov.

- C. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Provider: Linda R. Edwards, M.D.
Dean, College of Medicine-Jacksonville
University of Florida
653-1 W. 8th Street
Jacksonville, FL 32209

With a copy to: Jennifer Koerner, Finance Manager
Child Protection Team and Pediatric Forensics
UF College of Medicine – Jacksonville
4505 Beach Boulevard
Jacksonville, FL 32207

Notice to County: Shington Lamy, Director
Leon County
Office of Human Services and Community Partnerships
615 Paul Russell Road
Tallahassee, FL 32301

With a copy to: Chasity H. O'Steen, Esq.
Leon County Attorney's Office
301 S. Monroe Street, Room 202
Leon County Courthouse
Tallahassee, FL 32301

7. Termination

- A. For convenience. Either Party, in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least thirty (30) days' prior written notice of intent to terminate to the other Party.
- B. With cause. This Agreement may be terminated as a result of Provider's non-performance and/or breach of this Agreement upon not less than 24 hours written notice to Provider. Failure to object to a breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the County's right to any other available remedies at law or in equity. Failure to have performed any contractual obligations in the Agreement in a manner reasonably satisfactory to the County shall be deemed sufficient cause for termination.

8. Audits and Records

- A. Provider agrees to provide an independent audit at no additional cost to the County or be subjected to an internal audit provided through the County, as may be required by the County. Provider acknowledges and agrees that the County reserves the right to conduct, either or both, a financial audit and management audit. An audit by the County may encompass an examination of all financial transactions, all accounts, and all reports, as well as an evaluation of compliance with the Terms and Conditions of this Agreement.
- B. Within fifteen (15) days of the end of the Term, Provider shall submit a report of expenditures to the County for the entire contract period, documenting the details of each expenditure made and Examination Service provided hereunder.
- C. The County may inspect all reports and conduct audits to ensure both program and fiscal compliance and shall provide written notice of any findings and proposed corrective action, if any, to Provider.
- D. Provider shall provide the Leon County Office of Financial Stewardship, for their review, a copy of any audit Provider has performed of itself.
- E. Provider agrees to maintain and keep any and all records necessary to substantiate the expenditure of funds consistent with services set out in this Agreement.
- F. Provider agrees to provide the County the contact information of the parent(s) or legal guardian(s) of the child to facilitate the County to be reimbursed by the parent(s) or legal guardian(s) of the child for the costs of such examination pursuant to Fla. Stat. §39.304(5), in accordance with applicable law.

G. Provider shall produce all records reasonably requested by the County for its determination that monies be distributed by the County are being spent in accordance with this Agreement.

H. Provider shall use an accounting system that meets generally accepted accounting principles. Provider shall maintain such property, personnel, financial and other books, records, documents and other evidence sufficient to reflect accurately the amount, receipt, and disposition by Provider of all funds received. Provider shall preserve and make its records available until the expiration of three (3) years from the date of termination or expiration of the Term of this Agreement, and for such longer period, if any, as is required by applicable statute or lawful requirement.

9. Use of County Funds

A. Funds received by Provider pursuant to this Agreement shall only be used for those purposes outlined in the Agreement, pursuant to Section 39.304, Florida Statutes.

10. Provider's Liability Protection

To the extent that the State of Florida, on behalf of the Board of Trustees, has partially waived its immunity to tort claims and is vicariously responsible for the negligent acts and omissions of its employees and agents as prescribed by Section 768.28, Florida Statutes, Provider and its employees are protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00), and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Section 1004.24, Florida Statutes. Employees and agents of Provider are not individually subject to actions arising from their State functions. Any damages allocated against the Board of Trustees as prescribed by Section 768.81, Florida Statutes, are not subject to reallocation under the doctrine of joint-and-several liability to codefendants of the Board of Trustees in professional liability actions (see Section 766.112(2), of the Florida Statutes). The sole remedy available to a claimant to collect damages allocated to the Board of Trustees is as described in Section 768.28, Florida Statutes. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration.

11. Licenses

Provider shall maintain all licenses that are necessary to fulfill the obligations and conditions of this Agreement.

12. Confidentiality and Privacy

A. Notwithstanding any provision to the contrary herein, unless authorized by law and specifically requested by the County in writing, Provider shall not disclose reports and records to the County which are confidential under section 39.202, Florida Statutes.

- B. Notwithstanding any provision to the contrary herein, unless authorized by law and specifically requested by the County in writing, Provider shall not disclose to the County any protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

13. General Provisions

- A. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.
- B. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.
- C. Modification. This Agreement shall not be extended, changed, or modified, except in writing duly executed by the Parties hereto.
- D. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.
- E. Assignment. This Agreement shall not be assigned or sublet as a whole or in part without the express written consent of the County nor shall Provider assign any monies due or become due to Provider hereunder without prior express written consent, with the exception of the medical personnel performing the statutorily examinations pursuant to section 39.304, Florida Statutes.
- F. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.
- G. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- H. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.
- I. Public Bodies. It is expressly understood between the Parties that each Party is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either Party to claim such exemptions, privileges or immunities as may be provided to that Party by law.

- J. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonable avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war or revolution; strike or lockout; epidemic; accident; fire; storm, flood or unusually severe weather or act of nature; or any requirements of law.
- K. 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 invalid, the remaining Sections and parts shall continue to be in full force and effect.
- L. Revision. In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced or required hereby, it is deemed necessary for Provider to deviate from the requirements of this Agreement, Provider shall obtain the prior written consent of the County.
- M. Publicity. Without limitation, Provider and its employees, agents, and representatives shall not, without prior written approval of the County, in each instance, use an advertisement, publicity or other promotional endeavor any County mark, the name of the County, or any County officer or employee, or represent directly or indirectly, that any products or services provided by Provider have been approved or endorsed by Leon County or refer to the existence of this Agreement in press releases, advertising or materials distributed by Provider to its respective customers. Likewise, County shall not use the name, logo, or likeness of University of Florida, or any of University of Florida's faculty or staff, in any signage, advertising, or promotional material ("Proprietary Material"), without the prior written consent of University of Florida. All requests for Proprietary Material use must be presented to the Chief Communications Officer and Associate Vice President for Health Affairs, University of Florida Academic Health Center Office of News and Publication, P. O. Box 100253, University of Florida, Gainesville, FL 32610-0253, telephone (352) 273-5810, fax (352) 392-9220. Each request for Proprietary Material use may be granted or withheld in the sole discretion of University of Florida. In the event consent has not been granted within 30 days of the request's receipt, the request is considered to be denied.
- N. Public Entity Crime. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of a public entity crime to transact business with Leon County: when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and

may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category two, for a period of 36 months from the date of being placed on the convicted vendor list.

- O. Civil Rights Requirements. Provider shall not discriminate against any employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, or sex. Provider further agrees that all subcontractors or others with whom it arranges to provide services or benefits to participants or employees in conjunction with any of its programs and activities are not discriminated against because of age, race, religion, color, disability, national origin, or sex. Provider shall conduct its funded activities in such a manner as to provide for non-discrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, political affiliation, or beliefs. Therefore, Provider agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Florida Human Rights Act, and the American Disabilities Act of 1990.
- P. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.
- Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.
- R. Indemnification.
 - 1. Provider is liable for and will indemnify, defend, and hold harmless the County and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
 - 2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the County within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The County's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. NOTE: This section, 13.R., Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.

3. Nothing in this Agreement shall be construed to require the County to indemnify the Provider.

S. Agency. Nothing contained herein is intended or should be construed as creating or establishing a relationship of principal-agency or employment nature between the Parties hereto, or as constituting either Party as the agent or representative of the other for any purpose. Provider is not authorized to bind the County to any contracts or other obligations and shall not expressly represent to any Party that Provider and the County are partners or that Provider is the agent or representative of the County.

T. Public Records. Provider shall, to the extent applicable, comply with public records access requirements, set forth in section 119.0701(2) Florida Statutes, including the obligation to:

1. Keep and maintain public records required by the County to perform the Services required under this Agreement.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer records to the County.
4. Upon termination of the Agreement, transfer, at no cost to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor should destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

5. IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS' AT:

Abigail Sanders, Human Services Analyst
Leon County
Office of Human Services and Community Partnerships
615 Paul Russell Road
Tallahassee, FL 32301
Email: sandersa@leoncountyfl.gov

U. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges
afforded the County or the Provider under section 768.28, Florida Statutes.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date last
written below.

THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES

By: _____
Linda R. Edwards, M.D.
Dean, College of Medicine-Jacksonville
University of Florida

Date: _____

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long, County Administrator

Date: _____

ATTESTED BY:

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

By: _____

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

By: _____
Sarah May Swartz
Assistant County Attorney

**Leon County
Board of County Commissioners**

Notes for Agenda Item #11

Leon County Board of County Commissioners

Agenda Item #11

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Memorandum of Understanding with Second Harvest of the Big Bend for Congregate Meal Programming

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
Lead Staff/ Project Team:	Pamela Monroe, Library Director Mallory Adams, Community Resources Specialist

Statement of Issue:

This item seeks Board approval of a Memorandum of Understanding (MOU) between Leon County and Second Harvest of the Big Bend, to implement congregate meal programming for children at County Libraries.

Fiscal Impact:

This item has a fiscal impact. Staff hours to support the program have been contemplated in the Library's FY 2023 Programming budget.

Staff Recommendation:

Option # 1: Approve the Memorandum of Understanding with Second Harvest of the Big Bend for congregate meal programming (Attachment #1), and authorize the County Administrator to execute the Memorandum of Understanding, subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval of a Memorandum of Understanding (MOU) between Leon County and Second Harvest of the Big Bend (SHBB) to implement congregate meal programming at County Libraries that meet the criteria as defined by the SHBB food distribution program. This MOU formalizes the collaboration with SHBB to provide nutritious meals and/or snacks to children during the summer months and throughout the school year.

This Memorandum of Understanding advances the following FY2022-2026 Strategic Initiative:

- *Implement the Leon County Essential Libraries Initiative (2022-21)*

This strategic initiative aligns with the Board's Quality of Life Strategic Priority:

- *Provide relevant and essential offerings through our libraries and community centers which promote literacy, life-long learning, and social equity. (Q2)*

The Board adopted the Essential Libraries Initiative (ELI) on February 1, 2020, following a presentation and discussion entitled "*Turning the Page: Re-Envisioning the Possibilities of the Public Library*" during the FY 2020 Annual Retreat. The ELI is a three- to five- year plan of action to realign the library's physical space, staff, programs and services with the community's greatest needs and goals. The ELI's four programmatic focus areas are: Civic and Community Engagement; Arts and Humanities; Business and Workforce Development, and Literacy and Lifelong Learning. The MOU with SHBB promotes and supports the ELI's Civic and Community Engagement focus area by serving as a resource and partner to local nonprofit service providers in addressing food insecurity.

SHBB is the local food bank for the Big Bend Region which is comprised of 16 counties. The agency partners with over 135 local organizations including not-for-profits and faith-based organizations to operate soup kitchens, food pantries, and residential feeding programs within neighborhoods throughout the community for convenient access. SHBB offers programs designed to meet the specific nutritional needs of children. These programs are offered at various sites throughout the county such as parks and recreation centers, schools and libraries.

Analysis:

Upon Board approval, this MOU will allow snacks and meals provided by Second Harvest of the Big Bend, to be distributed to school aged children at various Leon County Public Library locations throughout the community.

As outlined in the MOU, the Leon County Public Library will provide service, including, but not limited to the following:

- Provide staff to serve as the Program coordinators and contact;
- Distribute healthy, nutritious meals and/or snacks meeting the USDA requirements to school aged children visiting the library;
- Distribute the Program meals or snacks to program participants in accordance with the pre-determined schedule.

Second Harvest of the Big Bend will provide services including, but not limited to the following:

- Identify, procure and transport staple food items and/or supplies necessary for the operation of the Program;
- Coordinate and provide training such as program administration, safe food handling and nutrition education for County staff and volunteers as appropriate;
- Provide copies of required USDA materials to the County prior to the start date of Program operations.

Board approval of the proposed MOU supports the ELI and the County's partnership with Second Harvest of the Big Bend to address food insecurity which was identified as one of the community's greatest needs.

Options:

1. Approve the Memorandum of Understanding with Second Harvest of the Big Bend for congregate meal programming (Attachment #1), and authorize the County Administrator to execute the Memorandum of Understanding, subject to legal review by the County Attorney.
2. Do not approve the Memorandum of Understanding with Second Harvest of the Big Bend for the congregate meal program.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Memorandum of Understanding with Second Harvest of the Big Bend for Congregate Meal Programming

**MEMORANDUM OF UNDERSTANDING BETWEEN
LEON COUNTY, FLORIDA, AND AMERICA'S SECOND HARVEST OF THE BIG BEND**

This Memorandum of Understanding (MOU) for the implementation of Congregate Meal Programming, herein referred to as "Program", is entered into upon the date on which the last Party signs below and is made between **Leon County, Florida a charter County and a political subdivision of the State of Florida**, herein referred to as "County", and **America's Second Harvest of the Big Bend, Inc.**, herein referred to as "SHBB", and collectively referred to herein as "Parties".

RECITALS

WHEREAS, on May 9, 2023, at its regularly scheduled meeting, the Leon County Board of County Commissioners approved this Memorandum of Understanding; and,

WHEREAS, the mission of SHBB's programs are developed to help solve child hunger by serving nutritious meals and snacks to children in safe, accessible sites afterschool and over the summer; and,

WHEREAS, SHBB and County desire to work cooperatively and to set forth the conditions that will govern this partnership.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows.

I. Responsibilities:

A. SHBB's responsibilities under this MOU shall include the following:

1. Appoint a primary contact for the Program to provide administrative oversight and leadership.
2. Identify and procure staple food items and/or supplies necessary for the operation of the Program.
3. Provide or coordinate training opportunities for Program staff and volunteers as appropriate, such as program administration, safe food handling and nutrition education.
4. Provide copies of required USDA materials to the County prior to the start date of Program operations.

5. Ensure that Program partners meet national and local Program objectives through monitoring and periodic site visits in accordance with the specific program guidelines.
 6. Communicate any issues in writing to the Program partner within seven business days.
- B. The County's responsibilities under this MOU will include the following:
1. Identify two Program Coordinators to be the primary and secondary contacts for the Program.
 2. Ensure the Program Coordinator(s) or staff member is available to receive food deliveries. Should a delivery need to be rescheduled or cancelled, the Program Coordinator(s) or staff is required to notify the primary contact at SHBB at least 36 hours prior to the intended delivery date/time.
 3. Distribute healthy, nutritious meals and/or snacks meeting USDA MyPlate and SHBB requirements to children free of charge at a minimum of 15 separate times per year.
 4. Ensure the Program complies with all applicable federal and local statutes, ordinances, and regulations.
 5. Ensure staff and volunteers with direct contact with children pass a national background check.
 6. At minimum there must be 2 adults always present per 25 children while the Program is in operation.
 7. At least one representative must receive some form of food safety training, such as ServSafe Food Handler for Food Banking developed by Feeding America and the National Restaurant Association, or an equivalent training.
 8. Be available for on-site monitoring visits from SHBB in accordance with specific program requirements.
 9. Store Program food in a secure, sanitary, and temperature-controlled place away from cleaning materials and toxic chemicals. All food must be stored 4 inches off the floor, away from the wall and 6 inches below the ceiling. Temperature Logs must be completed if the program is utilizing equipment intended to keep food within safe temperature ranges.
 10. Distribute the Program meals or snacks to program participants in accordance with the pre-determined schedule. Check meals delivered to distribution location are complete and meet the program requirements

set forth in the provided training for the Program by documenting discrepancies or missing items on the provided delivery receipt.

11. Keep accurate records to include the Daily Meal Count, Temperature Log, and Monthly Documentation and Checklist forms. Submit reports no later than the 4th of each month of operation and provide necessary information as requested.
12. Inform SHBB in writing of any changes in Program personnel, days/hours of operation and/or number of children being served.
13. Offer nutrition education and/or a recreational activity or homework help each day the Program is operating.
14. Communicate problems and requests to SHBB in a timely manner.
15. Safe and proper handling of food, which conforms to all local, state, and federal regulations.
16. Abide by the policies, procedures, and record keeping requirements of SHBB.
17. Staff or volunteers of the program will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
18. Program will use the official SHBB trademarked logo, without any deviation, on printed and electronic communications pertaining to program promotion and description including, but not limited to, its official stationery, website, newsletters, fliers, annual reports, and any other relevant materials which would be beneficial and appropriate to the parties.
19. Program will mention SHBB in press releases about the Program Partner when discussing the Program.

II. Term and Termination

The effective date of this MOU will commence on the date on which this MOU is signed by the last Party and will terminate upon completion of the 2023-2024 fiscal year. The County may terminate this MOU if the County determines there is a material breach by SHBB of the terms and conditions of this MOU. The County will notify SHBB in writing of the material breach with the requirement that the material breach be corrected within a specified time. Failure by SHBB to correct the material breach within the time provided, may result in termination of the MOU.

III. Public Records

The Parties will comply with Chapter 119, Florida Statutes. SHBB will be responsible for public records as follows:

- A. Keep and maintain public records required by the County to perform the duties described in this MOU.
- B. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this MOU term and following completion of this MOU if SHBB does not transfer the records to COUNTY.
- C. Upon completion of this MOU, transfer at no cost to the County, all public records in possession of SHBB or keep and maintain public records required by the County to perform the duties described in this MOU. If SHBB transfers all public records to the County upon completion of this MOU, SHBB will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SHBB keeps and will maintain public records upon completion of this MOU, SHBB will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- D. **IF SHBB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SHBB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Pamela Monroe
Library Director
LeRoy Collins Leon County Public Library System
200 West Park Avenue
Tallahassee, Florida 32301
(850) 606-2614
monroep@leoncountyfl.gov

IV. Notices

Any notice, request, demand, consent approval or other communication required or permitted by this MOU shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: a) hand delivery to the other party; b) mailed by registered or certified mail (postage prepaid), return receipt requested; or c) electronic delivery to e-mail address provided in this section. For the purposes of notice the addresses are:

To County: Pamela Monroe
Library Director
LeRoy Collins Leon County Public Library System
200 West Park Avenue
Tallahassee, Florida 32301
(850) 606-2614
monroep@leoncountyfl.gov

To SHBB: Monique Ellsworth
Chief Executive Officer
Second Harvest of the Big Bend
4446 Entrepot Blvd.
Tallahassee, FL 32310
(850) 562-3033 ext. 222
Monique@fightinghunger.org

V. General Provisions

- A. **Agency.** Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the Parties hereto, or as constituting either Party as the agent or representative of the other for any purpose. SHBB is not authorized to bind the County to any contracts or other obligations and will not expressly represent to any party that SHBB and the County are partners or that SHBB is the agent or representative of the County.
- B. **Amendment.** The terms and conditions of this MOU may be amended in writing by agreement of the Parties.
- C. **Assignment.** Because of the unique nature of the relationship between the Parties and the terms of this MOU, neither Party hereto will have the right to assign this MOU or any of its rights or responsibilities hereunder to any third party without the express written consent of the other Party to this MOU, which will not unreasonably be withheld.
- D. **Cost(s) and Attorney Fees.** In the event of litigation between the Parties to construe or enforce the terms of this MOU or otherwise arising out of this MOU, the prevailing Party in such litigation will be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation includes appellate proceedings.
- E. **Entire MOU.** This MOU constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this MOU.

- F. **Governing Law and Venue.** This MOU will be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this MOU shall be maintained in Tallahassee, Leon County, Florida.
- G. **Indemnity and Insurance.** SHBB will indemnify and hold harmless the County, their officers, agents, employees, and volunteers, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of SHBB's employees, agents, representatives, or other persons employed or utilized by SHBB in the performance of this MOU.
- SHBB will procure and maintain at its own cost and expense, for the duration of the MOU, all insurance coverages required by law, as well as insurance coverage against claims for injuries to person or damages to property that may arise from or in connection with the performance of the work or services hereunder by SHBB.
- H. **Public Bodies.** It is expressly understood between the Parties that the County is a political subdivision of the State of Florida. Nothing contained herein will be construed as a waiver or relinquishment by County to claim such exemptions, privileges, or immunities as may be provided to the County by law.
- I. **Publicity.** Without limitation, SHBB and its employees, agents, and representatives will not, without prior written approval of County, in each instance, use in advertisement, publicity or other promotional endeavor any County logo or mark, the name of County, or any County officer or employee, nor represent directly or indirectly, that any products or services provided by SHBB have been approved or endorsed by County or refer to the existence of this MOU in press releases, advertising or materials distributed by the SHBB to its respective customers.
- J. **Severability.** It is intended that each Section of this MOU will be viewed as separate and divisible, and if any Section or part thereof will be held to be invalid, the remaining Sections and parts will continue to be in full force and effect.
- K. **Sovereign Immunity.** Nothing herein will be construed as a waiver of any rights and privileges afforded to the County under section 768.28, Florida Statutes.
- L. **Waiver.** Failure to insist upon compliance with any term, covenant, or condition of this MOU will not be deemed a waiver of it. No waiver or relinquishment of a right or power under this MOU will be deemed a waiver of that right or power at any other time.
- M. **Execution in Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this MOU by signing any such counterpart.

- N. **Section Headings.** Section headings have been inserted in this MOU as a matter of convenience of reference only, and it is agreed that such section heading is not a part of this MOU and will not be used in the interpretation of any provision of this MOU.

IN WITNESS WHEREOF, the Parties have set their hands and seals effective upon the date on which the last Party executes this Memorandum of Understanding below.

LEON COUNTY, FLORIDA

**AMERICA'S SECOND HARVEST OF THE BIG
BEND, INC.**

BY: _____
Vincent S. Long, County Administrator

By: _____
Monique Ellsworth

Date: _____

As its: Chief Executive Officer

Date: _____

ATTEST:

Gwendolyn Marshall Knight, Clerk of Court
and Comptroller, Leon County, Florida

By: _____

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

By: _____

Leon County
Board of County Commissioners
Notes for Agenda Item #12

Leon County Board of County Commissioners

Agenda Item #12

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Interlocal Agreement for the Maintenance of Landscaping on Portions of Capital Circle Southwest and Capital Circle Southeast



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Brent Pell, P.E., Director, Public Works
Lead Staff/ Project Team:	Andrew Riley, Director of Operations Dean Richards, Right-of-Way Superintendent Timothy Barden, Administrative Service Manager

Statement of Issue:

This item seeks Board approval of an Interlocal Agreement between Leon County and the City of Tallahassee for the City to maintain portions of the landscaping on Capital Circle Southwest and Southeast on behalf of the County.

Fiscal Impact:

This item has a fiscal impact. The County will reimburse the City \$138,315 annually to perform certain landscape maintenance. This funding is included in the Operations Division's current budget. A portion of these costs are offset by a separate agreement with Florida Department of Transportation (FDOT) for financial reimbursement to the County for the costs associated with this maintenance.

Staff Recommendation:

Option #1: Approve the Interlocal Agreement with the City of Tallahassee for the maintenance of landscaping on portions of Capital Circle Southwest and Capital Circle Southeast (Attachment #1), and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval of an Interlocal Agreement (Attachment #1) between Leon County and the City of Tallahassee for the City to maintain portions of the landscaping on Capital Circle Southwest and Southeast on behalf of the County. The current Interlocal Agreement between the County and City expires on June 3, 2023.

The proposed Interlocal Agreement includes a 2.3-mile section of Capital Circle Southwest from Cascade Drive north to Shuler Road, a ½ mile segment of Capital Circle Southeast from Tram Road south to the City limit, and a ⅓ mile segment of Capital Circle Southeast from Woodville Highway east to the City limit (Attachment #2).

During the project design phases of these sections of Capital Circle, enhanced landscaping for aesthetic purposes was incorporated into the design by Blueprint for this state road. As a result of this supplemental landscaping and the increased cost to maintain, the County and the City agreed to assume responsibility from FDOT for the landscape maintenance of this state road within their respective jurisdictions after construction. The County formally accepted maintenance responsibility for these segments with the approval of Maintenance Agreements with FDOT at the June 19, 2018 and July 10, 2018 Board meetings, respectively. On April 23, 2019 the Board approved an Interlocal Agreement with the City of Tallahassee to maintain the County's sections for better coordination of local roadway maintenance. On April 26, 2021, the County and City exercised the optional two-year extension in the agreement.

Analysis:

Since 2019, the County has contracted with the City to maintain portions of Capital Circle through the City's turf and landscape maintenance program. Before preparing the new Interlocal Agreement, staff reevaluated the option of utilizing Public Works employees and/or contractors to maintain the County's landscaping segments of Capital Circle. After considering the existing Public Works workload and the costs associated with outsourcing to the private market, the analysis indicated that it would be more cost effective and efficient for the City to continue to provide these services for these short and intermittent segments of Capital Circle. Additionally, it will be in the best interest of the public that both the City and the County provide the same level of landscape maintenance.

Under the proposed Interlocal Agreement, the City will maintain all turf, landscaping, and trees as well as perform litter control to the segments located within the County's jurisdictions. The County will reimburse the City \$138,315 annually to provide the services. The reimbursement will adjust annually on October 1st based on the percentage change in the previous year's Consumer Price Index (CPI), not to exceed 4% per year. The Interlocal Agreement is for a period of two years and may be renewed by the County Administrator for an additional two-year period.

To offset landscape maintenance costs, the County has a Memorandum of Agreement (MOA) with FDOT that provides financial reimbursement to the County for the landscaping maintenance of

Title: Interlocal Agreement for the Maintenance of Landscaping on Portions of Capital Circle Southwest and Capital Circle Southeast

May 9, 2023

Page 3

select state roadways unincorporated Leon County. For aesthetic purposes, these segments of roadways were designed by Blueprint or FDOT with enhanced or supplemental landscaping which requires the maintenance of all turf, landscaping, tree pruning and litter control. For the segments of Capital Circle to be maintained by the City on behalf of the County, a portion of the County's landscaping costs will be offset by the financial reimbursement from FDOT. The FDOT payments cover a portion of the full costs of the maintenance because FDOT only reimburses at the rate for normal routine maintenance (mow, cut and/or trim grass and litter control) rather than the enhanced landscaping selected by local jurisdictions.

Options:

1. Approve the Interlocal Agreement with the City of Tallahassee for the maintenance of landscaping on portions of Capital Circle Southwest and Capital Circle Southeast (Attachment #1), and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.
2. Do not approve the Interlocal Agreement with the City of Tallahassee for the maintenance of landscaping on portions of Capital Circle Southwest and Capital Circle Southeast.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Draft Interlocal Agreement
2. Maintenance Agreement Location Area Map

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF TALLAHASSEE AND LEON COUNTY
LANDSCAPE MAINTENANCE ON CAPITAL CIRCLE**

This Interlocal Agreement between the City of Tallahassee and Leon County – Landscape Maintenance on Capital Circle (“Agreement”) is made and entered into this ___ day of _____, 2023, by and between the City of Tallahassee, a Florida municipal corporation, hereinafter referred to as the CITY, and Leon County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as the COUNTY.

WITNESSETH

WHEREAS, the Blueprint Intergovernmental Agency (Blueprint) and Florida Department of Transportation (FDOT) completed construction of Capital Circle Southwest (N2) and Capital Circle Southeast (E2), of which portions are located within unincorporated areas of the COUNTY and within CITY limits, respectively; and,

WHEREAS, during the N2 and E2 project design phases, the COUNTY and the CITY agreed to assume responsibility from FDOT for landscape maintenance within their respective jurisdictions after construction; and,

WHEREAS, the CITY has a current turf and landscape maintenance program performing sound horticultural practices to the CITY’s portion of turf and landscaping along sidewalks, medians and other landscaped areas alongside Capital Circle Southwest and Southeast; and,

WHEREAS, the COUNTY desires to have its portion of turf and landscaping along sidewalks, medians and other landscaped areas alongside Capital Circle Southwest and Southeast maintained by the CITY; and,

WHEREAS, it is in the best interest of the public that both the CITY and the COUNTY provide the same level of landscape maintenance;

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the Parties agree to the following:

1. Statement of Work. The CITY shall routinely maintain all turf, landscaping, and trees as well as perform litter control to the areas located within the COUNTY's jurisdictions of Capital Circle Southwest (from south of Cascade Drive – milepost 7.276 to north of Shuler Road – milepost 9.624) and Capital Circle Southeast (0.33 miles east of Woodville Highway and from 0.5 miles south of Tram Road to Tram Road), except that the replacement of plants, trees, and sod, repair and maintenance of the irrigation system, and the mechanical edging of curbs and sidewalks shall be the COUNTY's sole responsibility and expense. The CITY shall service the COUNTY's section of road segments according to the Landscape Technical Maintenance Plan (Exhibit "A") and FDOT's Landscape Care Guide (Exhibit "B").
2. Inspections. The work performed by the CITY shall be subject to periodic routine inspections by the COUNTY.
3. Payments. The COUNTY, as compensation to the CITY for performance of this Agreement, shall pay the CITY \$138,315.39 annually. Such compensation shall be payable quarterly in accordance with paragraph 5 below of the Agreement.
4. Economic Price Index adjustment (CPI): On October 1 following the first full year of the initial term, and on October 1 of each subsequent year during the Initial Term, and each Renewal Term, as those terms are defined in paragraph 8 below, landscape maintenance rate will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, All Items (unadjusted) over the most recent twelve-month period for which such index is available on the

- effective date of adjustment; provided, however, that the yearly percentage adjustment shall not exceed four percent (4%).
5. Invoicing. Invoices shall be submitted by the CITY for services rendered after each quarter ending in September, December, March, and June of each year. Lump sum payments by the COUNTY shall be made to the CITY on a quarterly basis within thirty (30) days after receipt of invoice.
6. Termination. This Agreement may be terminated under any one of the following conditions:
- a. Either Party may terminate this Agreement if the other Party materially breaches its obligation under this Agreement and such breach is not cured within thirty (30) calendar days after delivery of the non-breaching Party's written notice to the other Party.
 - b. Either Party may terminate this Agreement with or without cause following at least sixty (60) calendar days written notice to the other Party.
 - c. The Parties may mutually agree to terminate this Agreement following at least thirty (30) calendar days following the complete execution by both Parties of an agreement to terminate this Agreement.
7. Notices. Unless specified elsewhere in the Agreement, any notices of default, dispute, or termination shall be sufficient if sent by the Parties via email effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system, United States mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

If to the COUNTY:

Public Works Director
2280 Miccosukee Road
Tallahassee, FL 32308
pellb@leoncountyfl.gov

With a copy delivered to:

County Attorney
Leon County Attorney's Office
301 S. Monroe Street, Suite 202
Tallahassee, FL 32301
osteenc@leoncountyfl.gov

If to the CITY:

General Manager, Community Beautification & Waste Management
2727 Municipal Way
Tallahassee, FL 32304
Reginald.Ofuani@talgov.com

With a copy delivered to:

City Attorney
City Attorney's Office
300 S. Adams Street
Tallahassee, FL 32301
Eddie.McKay@talgov.com

8. Term. This Agreement is for a period of two (2) years from the date of this agreement ("Initial Term"). This Agreement may be renewed after the initial two (2) year period, for an additional two (2) year period ("Renewal Term"). Any renewal must be agreed upon by both Parties in writing executed by the County Administrator and City Manager at least **thirty** (30) days prior to the expiration of the existing Agreement.
9. Liability. To the extent permitted by law, each party hereto agrees that it shall be solely responsible for the negligent and wrongful acts of its employees, officers, and agents. However, nothing shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extend the liability of the parties beyond such limits.
10. Availability of Funds. The performance of COUNTY of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds

budgeted by the COUNTY or otherwise lawfully expendable for the purposes of this Agreement for the current and future periods.

11. Conflict Resolution

- a. It is the intent of the Parties that conflicts be resolved to the greatest extent possible without litigation. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with this section. The provisions of the “Florida Governmental Conflict Resolution Act” shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section. The aggrieved Party shall give notice to the other Party in writing, setting forth the name of the Party involved in the dispute, the nature of the dispute, the date of occurrence (if known), and the proposed resolution, hereinafter referred to as the “Dispute Notice.”
- b. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and the Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and the Board of County Commissioners, who shall then convene a meeting at their earliest appropriate opportunity, but in any event within forty-five (45) days following receipt of a Dispute Notice, to attempt to reconcile the dispute.
- c. If a dispute is not resolved by the foregoing steps within forty-five (45) days after the receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the “Mediation Notice”) to the other Party.

The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

- d. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

- (1) Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other Party (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other(s) with written notice thereof specifying the nature of such claims and the amount, if any, involved.

- (2) Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days

following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select an additional arbitrator.

(3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the additional arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 – R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

12. Public Records. The Parties shall be bound to the requirements of Ch. 119, Florida Statutes, as it relates to public records.

IN WITNESS WHEREOF, the CITY and COUNTY have caused this Agreement to be executed by their duly authorized representatives effective the date first written above.

LEON COUNTY, FLORIDA

CITY OF TALLAHASSEE, FLORIDA

By: _____
Vincent S. Long, County Administrator
Leon County

By: _____
Reese Goad, City Manager
City of Tallahassee

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

ATTEST:
James O. Cooke, IV
City Treasurer-Clerk
City of Tallahassee

BY: _____

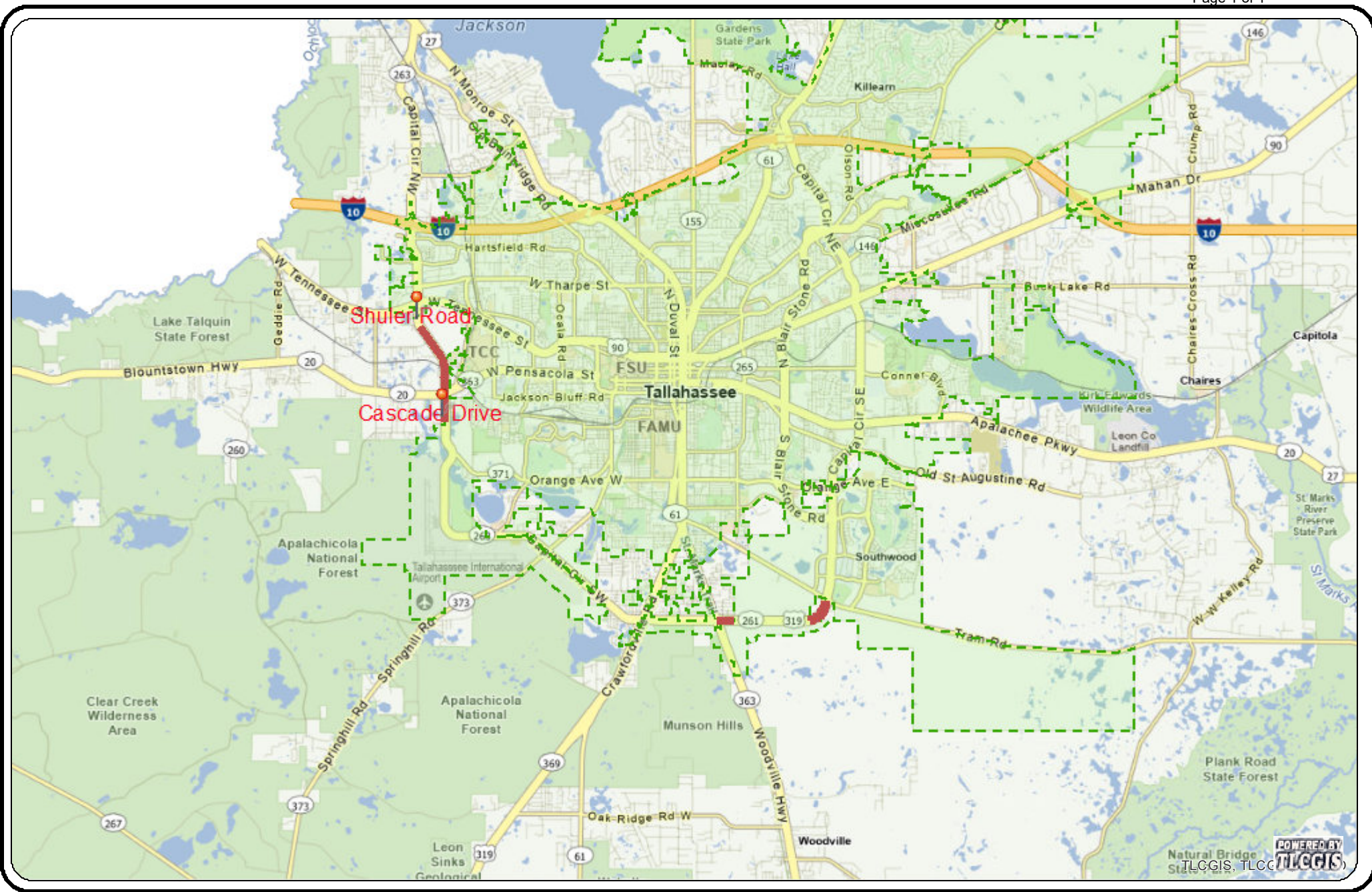
BY: _____

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

APPROVED AS TO FORM:
City of Tallahassee Attorney's Office

By: _____

By: _____
Cassandra Jackson, Esq.
City Attorney



ArcGIS Web Map

DISCLAIMER

This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



Scale:	Tallahassee/Leon County GIS
Not To Scale:	Management Information Services
Date Drawn:	Leon County Courthouse
April 18, 2023	301 S. Monroe St, P3 Level
	Tallahassee, FL 32301
	Posted May 5, 2023
	http://www.tlccgis.org

Leon County
Board of County Commissioners
Notes for Agenda Item #13

Leon County Board of County Commissioners

Agenda Item #13

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Chasity H. O'Steen, County Attorney

Title: Approval to Contract for Bond Counsel and Disclosure Counsel Services



Review and Approval:	Chasity H. O'Steen, County Attorney Vincent S. Long, County Administrator
Department/Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/Project Team:	Daniel R. Krumbholz, Assistant County Attorney Melanie Hooley, Director, Purchasing

Statement of Issue:

This item seeks Board approval to contract with Nabors, Giblin & Nickerson, P.A., for Bond Counsel services and George A. Smith, PLLC, for Disclosure Counsel services.

Fiscal Impact:

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

Staff Recommendation:

- Option #1: Authorize the County Attorney to contract with Nabors, Giblin & Nickerson, P.A., for Bond Counsel services.
- Option #2: Authorize the County Attorney to contract with George A. Smith, PLLC, for Disclosure Counsel services.

Report and Discussion

Background:

On January 19, 2023, the County issued two Requests for Proposals (RFP) for outside legal counsel, one RFP was for Bond Counsel, and the other RFP was for Disclosure Counsel. Five (5) firms submitted proposals to serve as Bond Counsel, and four (4) firms submitted proposals to serve as Disclosure Counsel. Two of the proposals for Disclosure Counsel were deemed by the Purchasing Department to be nonresponsive and, therefore, were not provided to the Financial Advisory Committee for evaluation.

Nabors, Giblin & Nickerson, P.A., and George A. Smith, PLLC, submitted proposals for Disclosure Counsel and were deemed responsive. The proposals submitted by Bryant Miller Olive P.A. and Kutak Rock LLP were deemed nonresponsive and were not scored. The two responsive proposals were evaluated, scored, and ranked according to the criteria set forth in the RFP, and George A. Smith, PLLC, submitted the number one ranked proposal to serve as Disclosure Counsel.

Nabors, Giblin & Nickerson, P.A., and George A. Smith, PLLC, submitted proposals for Bond Counsel and were deemed responsive. The proposals submitted by Bryant Miller Olive P.A., Holland & Knight LLP, and Kutak Rock LLP for Bond Counsel were deemed nonresponsive and, therefore, were not scored. Due to a procedural error that occurred during evaluation, this solicitation was cancelled, and the RFP was re-issued on March 13, 2023. Four (4) firms, Nabors, Giblin & Nickerson, P.A.; Bryant Miller Olive P.A.; Holland & Knight LLP; and Kutak Rock LLP, submitted proposals for Bond Counsel and were deemed responsive. The four (4) proposals were evaluated, scored, and ranked according to the criteria set forth in the RFP, and Nabors, Giblin & Nickerson, P.A., submitted the number one ranked proposal to serve as Bond Counsel.

Analysis:

The review of the proposals was completed by the Financial Advisory Committee (FAC) in accordance with Policy No. 00-01, "Finance Advisory Committee." The FAC members individually evaluated the proposals based upon the following evaluation criteria:

- Firms' Past Experience, Demonstrated Ability and Performance, and
- Firms' Operations information

The scoring for proposed fee and the local preference criteria were calculated by the Purchasing Division. The evaluators' scores, and fee and local preference calculations, were then combined for each proposal, and the Purchasing Division utilized ordinal ranking to rank each proposal. These rankings were averaged to determine the final ranking.

The tabulation sheets reflect the final ranking for each proposal (Attachment #1). Accordingly, staff recommends that the Board authorize the County Attorney to contract with Nabors, Giblin & Nickerson, P.A., for Bond Counsel services, and authorize the County Attorney to contract with George A. Smith, PLLC, for Disclosure Counsel services.

Options:

1. Authorize the County Attorney to contract with Nabors, Giblin & Nickerson, P.A., for Bond Counsel services.
2. Authorize the County Attorney to contract with George A. Smith, PLLC, for Disclosure Counsel services.
3. Do not authorize the County Attorney to contract with Nabors, Giblin & Nickerson, P.A., for Bond Counsel services.
4. Do not authorize the County Attorney to contract with George A. Smith, PLLC, for Disclosure Counsel services.
5. Board direction.

Recommendation:

Options #1 and #2

Attachment:

1. RFP Tabulation Sheet

Bond Counsel

Vendor	Final Ranking
Nabors, Giblin, & Nickerson, P.A.	1
Kutak Rock LLP	2
Bryant Miller Olive P.A.	3
Holland & Knight LLP	4

Disclosure Counsel

Vendor	Final Ranking
George A. Smith PLLC	1
Nabors, Giblin, & Nickerson, P.A.	2

Leon County
Board of County Commissioners
Notes for Agenda Item #14

Leon County Board of County Commissioners

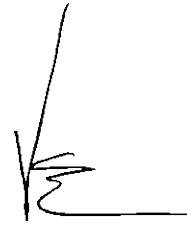
Agenda Item #14

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of the Agreement for the Loans at Work Program



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Financial Stewardship Candice Wilson, Director, Human Resources
Lead Staff/ Project Team:	Melanie Hooley, Purchasing Director Danielle Woods, Benefits Specialist Paula DeBoles-Johnson, Human Resources Manager

Statement of Issue:

This item seeks Board approval to renew an agreement with BMG Money, Inc. to continue offering voluntary emergency loans to County employees through the County's Loans at Work Program.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Approve the Agreement with BMG Money, Inc. for the County's Loans at Work Program (Attachment #1), and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.

Report and Discussion

Background:

This item seeks Board approval to renew an agreement with BMG Money, Inc. (Attachment #1), utilizing “piggybacking” on a cooperative purchasing agreement, Broward County’s contract (GEN2124409P1), to continue offering voluntary emergency loans to County employees through the County’s Loans at Work Program. The term of the Agreement will expire on December 31, 2025, and includes 2 additional one-year renewals.

The County’s Purchasing Policy No. 96-1, Section 5.12(D) authorizes the County to purchase goods or services from authorized vendors listed on eligible contracts of other governmental entities. A process known as “piggybacking.” In 2015, the County piggybacked on a competitively awarded bid from the City of Miami and approved an agreement with BMG Money, Inc. (BMG). In 2019, the County approved the renewal of the agreement with BMG. Due to the County’s continued support of the Loans at Work Program, it is recommended that the County piggyback on Broward County’s newly competitive bid agreement, which will decrease the fixed interest rate from the current 23.99% to 19.99%.

As an employer, Leon County has a long history of supporting its employees beyond the traditional medical, dental, and life insurance benefits. However, before the Loans at Work Program was approved, there had been no mechanism through which the County could assist employees when they experienced a financial crisis. Through the Loans at Work Program, financially stressed employees can borrow and repay funds through an otherwise closed avenue. Since the Program’s inception in 2015, 190 county employees have utilized the Loans at Work Program. The employee feedback for the Program has been extremely positive, including the ease of working with BMG.

Analysis:

The Loans at Work Program is a payroll-deducted, direct-to-consumer loan designed for employees who do not have access to traditional credit options, such as banks, credit unions, credit cards, deferred compensation, and/or retirement accounts. These loans are unsecured and are based on the following:

- Employee’s employment
- Employee’s biweekly net take-home pay; and
- The ability of the employee to repay the loan

Through the Loans at Work Program provided by BMG, an employee:

- May borrow a minimum of \$500 to a maximum of \$5,000 with interest computed daily, at a fixed simple interest rate that shall not exceed 19.99%
- Selects their repayment period, at either 6, 12, 18, or 24 months; and
- Can pay off the loan(s), in full or partially, at any time with no prepayment penalties.

Although the Program does not verify the employee's credit, it does offer the opportunity to build good credit as the loans are reported to the credit reporting agencies when paid in full. If the employee separates from County employment, that employee is fully responsible for the full repayment of the loan, with the County bearing no responsibility or liability for the repayment of the loan. The Loans at Work Program has no risk or cost to the County. There is minimal support needed from Human Resources to verify employee employment information, which is the only requirement of the County.

BMG offers all eligible active full-time and part-time employees, voluntary employee emergency loans through this Program. It allows employees to obtain the necessary funds to cover unexpected or emergency expenses at much lower rates than other payday loan programs that historically provide loans at much higher interest rates as evidenced in Table #1.

Table #1: Pay Day Loan Companies in Tallahassee, Florida

Name of Company	Maximum Loaned	Interest Rate
Advance America	\$500	286.78%-391.07%
ACE Cash Express	\$500	286.79%-391.07%
Fast Payday Loans, Inc.	\$500	286.79%-391.07%
BMG Money, Inc.	\$5000	19.99%

BMG offers lower rates and provides consumer counseling for its applicants through its FDIC Smart Money program online or in person. According to BMG, loan payments are under 20% of take-home pay. As the employee maneuvers through BMG's electronic application process, they will be required to complete a budget and a variety of information to ensure the employee can afford the loan they are applying for. The website also encourages applicants to seek funds through a bank or credit union first for a lower rate if possible. Although a conventional loan with a credit union or a bank may have a lower interest rate, the applicant must have a favorable credit rating. For some people, this limits their ability to qualify for conventional loans.

Options:

1. Approve the Agreement with BMG Money, Inc. for the County's Loans at Work program (Attachment #1), and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.
2. Do not approve the Agreement with BMG Money, Inc. for the County's Loans at Work Program .
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Proposed Agreement with BMG Money, Inc.

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 **BMG Money, Inc.** 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, the Broward County Board of Commissioners, herein referred to as "Broward County, Florida" or "Broward County" on behalf of itself and other governmental agencies issued RFP No. GEN2124409P1 seeking a vendor to provide a Voluntary Emergency Loan Program; and

WHEREAS, Broward County competitively procured and awarded an agreement under its solicitation to BMG Money, Inc. (Contractor) and entered into an agreement with Contractor dated January 10, 2023; and

WHEREAS, The Broward County Agreement No. GEN2124409P1 extends the same term and conditions of the resultant agreement to public entities, including the County; and

WHEREAS, the County, pursuant to Section 5.12 of the County Purchasing Policy (No. 96-1), desires to obtain loan services and the County has determined the best method to procure these services is through cooperative purchasing utilizing the agreement solicited by Broward County; and

WHEREAS, the Broward County Agreement permits the level of service requirements to be further defined by a separate agreement; and

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

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

1. RECITALS INCORPORATED

The recitals set forth above are hereby incorporated in full and made part of this agreement.

2. EXHIBITS

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

Exhibit A Broward County Agreement Number GEN2124409P1

3. SERVICES TO BE PROVIDED

The Contractor agrees to provide its services to the County to perform the following services in accordance with Exhibit A ("Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A, the provision contained in Exhibit A shall govern and control.

4. WORK

Contractor understands that no amount of Work is guaranteed to it nor is the County under any obligation to utilize the

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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.

5. TERM

The Agreement shall commence upon the last date of execution and shall continue until December 31, 2025. The Agreement may be renewed for no more than two (2) additional one (1) year periods upon mutual written consent of the parties to the agreement. Such one (1) year renewals will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the time allowed under this Agreement, including extensions, if any, shall in no way act as a waiver on the part of the County of the liquidated damages due under this Agreement.

6. 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 Agreement, 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.

7. COMPENSATION

There shall be no compensation, fee, charge, cost, or expenditure paid to the Contractor by the County arising from or connected to this Agreement.

8. PROCESSING FEES

The County shall invoice the Contractor on a quarterly basis for all processing fees payable by the Contractor to the County in accordance with Exhibit A, Scope of Services. Contractor shall pay the County within thirty (30) days after receipt of County invoice. Processing fees shall be payable to the County until all loans are paid in full.

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9. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

A. The County Project Managers are:

Name: Danielle Woods, Benefits Specialist
Street Address: 315 S. Calhoun Street, Ste. 210
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-2400
E-mail: woodsds@leoncountyfl.gov

Name: Candice Wilson, Director of Human Resources
Street Address: 315 S. Calhoun Street, Ste. 210
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-2400
E-mail: wilsonca@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name: Tom McCormick
Street Address: 444 Brickell Avenue, Suite 250
City, State, Zip Code: Miami, FL 33131
Telephone: 850-526-0095
E-mail: Tom.mccormick@bmgmoney.com

C. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under this Agreement.

10. RATE INCREASES/DECREASES

Upon written request from the vendor no less than 45 days prior to each anniversary date of the agreement, and at the sole discretion of the County, an annual interest rate increase may be negotiated. It is the intent of the County to not allow an interest rate increase greater than the Broward County Agreement adjusted annual interest rate.

11. 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

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of relief that may be available to it under this Agreement, at law, or in equity.

12. 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.

13. INSURANCE

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

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

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).
- 3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the

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

C. Other Insurance Provisions

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

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall

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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.

14. 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).

15. 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

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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.

16. 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.

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. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: <https://oevforbusiness.mwsbe.com>.

19. AUDITS, RECORDS, AND RECORDS RETENTION

By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records

subject to the public records disclosure requirements of section 119.071, Florida Statutes. 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

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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 75.364 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. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if Contractor does not transfer the records to the County.
- G. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Any material submitted to the County that Bidder contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be redacted, conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION — TRADE SECRET" and the applicable statutory provision for the exemption must be stated. The Bidder is required to also provide an unredacted copy of the redacted information as part of the Bid. If a third party submits a request to the County for records designated as Trade Secret Materials by a Bidder, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Bidder. By submitting a Bid, Bidder agrees to indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and

court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Leon County on an expedited basis to enforce the requirements of this section.

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: MELANIE HOOLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: HOOLEYM@LEONCOUNTYFL.GOV**

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20. 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.

21. 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 notice of termination to the Contractor.

The agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 287.1355(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

22. RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of the Contractor or any subcontractor which is related to the performance of this Agreement. The right expressed herein shall also be included in all contracts or subcontracts that involve the performance of any work or service involving the County.

23. 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.

24. 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.

25. 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

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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.

26. 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.

27. 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.

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28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. CONSTRUCTION

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

34. 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.

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35. 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.

36. INTERPRETATION

This Agreement shall be interpreted without the aid of any canon, custom, or rule requiring construction against the drafter.

37. 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.

38. AUTHORITY TO SIGN

Each signatory to this Agreement who signs on behalf of a party expressly represents and warrants that he or she has the authority to sign on behalf of that party.

ATTACHMENTS

Exhibit A Broward County Agreement Number GEN2124409P1

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AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND BMG MONEY, INC. BROWARD COUNTY AGREEMENT
NUMBER GEN2124409P1

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

DATE: _____

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

By: _____

Date: _____

BMG MONEY, INC.

By: _____

Printed
Name _____

Title: _____

Date: _____



AGREEMENT BETWEEN BROWARD COUNTY AND BMG MONEY, INC., FOR VOLUNTARY EMERGENCY LOAN PROGRAM (RFP # GEN2124409P1)

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and BMG Money, Inc., a Delaware corporation authorized to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County seeks to contract with an entity that can provide voluntary emergency loans to benefit-eligible employees.

B. Contractor was selected through a competitive solicitation and procurement process to provide such benefits.

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

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of Human Resources, or such other person designated by same in writing.

1.4. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.5. **Eligible Employee** means a County employee who is eligible for benefits and has one (1) year or more of continuous employment with the County.

1.6. **Participant** means an Eligible Employee who receives a loan from Contractor pursuant to this Agreement.

1.7. **Purchasing Director** means County's Director of Purchasing.

1.8. **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, and other services specified in Exhibit A.

1.9. **Small Business Enterprise** or **SBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.

1.10. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.

1.11. **WellBeing Program** means a program implemented by County for County employees that is committed to enhancing the physical, financial, and emotional well-being of County employees. WellBeing Program services are designed to empower employees with the information, tools, and support they need to take charge and move toward overall optimal health.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Minimum Insurance Coverages
Exhibit C	Enterprise Technology Services Security Requirements – High Risk
Exhibit D	Service Level Agreement

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. Contractor shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Contractor's bid submittal, RFP # GEN2124409P1, shall be relied upon and incorporated herein as additional terms and conditions that Contractor agrees to for the Term unless otherwise noted in this Agreement or the incorporated and attached Exhibits.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on January 1, 2023 ("Effective Date") and shall end December 31, 2025 ("Initial Term"), unless otherwise terminated as provided in this Agreement. The Initial Term, Extension Term(s), and any additional extension as described in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term") by sending notice of extension to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise this extension option.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of Services necessary for the ongoing

operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.5. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. There shall be no compensation, fee, charge, cost, or expenditure paid to Contractor by the County arising from or connected to this Agreement.

5.2. Processing Fees. County shall invoice Contractor on a quarterly basis for all processing fees payable by Contractor to County in accordance with Exhibit A. Contractor shall pay County within thirty (30) days after receipt of County's invoice. County reserves the right to adjust processing fees annually by providing sixty (60) days prior written notice to Contractor. Adjustments to processing fees shall be calculated in accordance with Exhibit A, Section 5.4. Processing Fees shall be payable to County until all loans are paid in full.

5.3. WellBeing Program. Contractor shall provide Ten Thousand Dollars (\$10,000) annually to County, by January 31 of each year for the Term, for County's WellBeing Program.

5.4. All fees and amounts payable to County by Contractor shall be non-refundable and delivered to County in accordance with Section 11.9. Contractor's failure to pay processing fees and/or WellBeing Program contributions in accordance with this Article shall constitute a material breach of this Agreement.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true

and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.5. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.6. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.7. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6.8. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently

experienced and skilled in the area(s) for which such person or entity will render such Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.9. Prohibited Telecommunications Equipment. Contractor represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.10. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Contractor represents and certifies that its policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

6.11. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

6.12. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by

the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit B in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit B on all policies required under this article.

8.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be issued by insurers: (1) assigned an AM Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit B, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

8.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit B and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

8.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit B, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit B.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by

action of the Board or the County Administrator; in all other instances termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided.

9.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, Contractor's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 9.1.

9.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

10.3. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other Applicable Law, all such remedies being cumulative.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.3. Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

11.3.1. Keep and maintain public records required by County to perform the Services;

11.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6700, BENEFITSRECORDS@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 514, FORT LAUDERDALE, FLORIDA 33301.

11.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

If an audit or inspection in accordance with this section uncovers or confirms fraud of any nature, in addition to making adjustments to make the Participant whole, Contractor shall pay the actual cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

11.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined 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.

11.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for County. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Human Resources Division, Benefits Section
Attn: Lisa Morrison, Human Resources Manager
115 South Andrews Avenue, Room 514
Fort Lauderdale, Florida 33301
Email address: lmorrison@broward.org

FOR CONTRACTOR:

BMG Money, Inc.
Attn: Tom McCormick
444 Brickell Avenue, Suite 250
Miami, Florida 33131
Email address: tom.mccormick@bmgmoney.com

11.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

11.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision

of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.13. Compliance with Laws. Contractor and the Services must comply with all Applicable Law, including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.18. 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward 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 Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

11.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.21. Payable Interest

11.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.23. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.24. Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.

11.25. Drug-Free Workplace. To the extent required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.26. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

11.27. Legislative, Regulatory, or Administrative Change. Contractor shall monitor and notify County of any changes to applicable federal regulations or state statutes pertaining to the Services and ensure that Contractor and County are in compliance with same.

11.28. Prohibition on Sale or Use of County Employee Information. Contractor shall not sell or use for advertising, sales promotion, or for any other publicity or marketing purposes County employee information, including but not limited to personally identifiable information.

11.29. Overage/Excess Deductions. Contractor shall issue a refund to Participants for any overage/excess payroll deduction within five (5) business days after Contractor's discovery or awareness of such deduction(s). Contractor shall provide written notification to the Contract Administrator no later than two (2) business days after the discovery of any overage/excess payroll deduction and no later than two (2) business days after the issuance of a refund to the Participant.

11.30. Contractor Responsibility for Loans. County shall have absolutely no costs, liability, or risk from Contractor's implementation or operation of the Voluntary Emergency Loan Program. County shall not be a guarantor or secondarily liable in any manner for the repayment of Contractor's loans, and responsibility for all such loans shall be strictly and solely Contractor's. Contractor shall assume any and all liability associated with all such loans, inclusive of loans pertaining to employee applicants no longer in County's employment, whether due to resignation, termination, or otherwise.

11.31. Contractor represents and acknowledges that any payroll deductions entered into by County employees are revocable by such employees upon appropriate notice. Further, Contractor represents and acknowledges that such deductions, in accordance with Section 516.17, Florida Statutes, are not utilized to secure a loan and are not an assignment of, or order for the payment of, any salary, wages, commissions or other compensation for services, earned or to be earned.

11.32. If a Participant resigns, terminates, or otherwise separates from County employment, Contractor shall have no rights or entitlement to deduct remaining balances from the Participant's final paycheck to satisfy any outstanding loans.

11.33. If a new vendor is retained by County to provide an emergency loan program for County employees and/or upon the expiration of this Agreement, existing payroll deductions authorized and entered into by County employees for loans with Contractor may continue until the balance of the active loan is paid in full, payroll deductions are revoked by the employee in accordance with Section 11.31, or the employee separates from County employment. Upon the expiration or termination of this Agreement, active loans shall not be refinanced. County reserves the right to discontinue payroll deductions after the expiration or termination of this Agreement should the Contract Administrator, in his or her sole discretion, determine that it is in the best interest of the County to do so. This section as well as Article 5 and Sections 11.4, 11.13, 11.27, 11.28, 11.29, 11.30, 11.31, and 11.32 shall all survive the expiration or earlier termination of this Agreement.

11.34. Piggyback. Contractor acknowledges that for the Term of this Agreement other public corporations, entities, or agencies within Broward County, Florida (each, a "Piggyback Entity") may request to piggyback on the Services offered under this Agreement, on the same terms and conditions set forth in this Agreement. If Contractor receives a request to piggyback on this Agreement, Contractor must provide written notice of the request to County within three (3) business days after receipt. If Contractor accepts, and County approves the request to piggyback, the administration of the services provided to any Piggyback Entity must be governed under a separate agreement between Contractor and such Piggyback Entity. County shall have no obligation or liability to Contractor, any Piggyback Entity, or any third party in connection with the administration of services provided to any Piggyback Entity.

(Remainder of page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its Director of Purchasing, authorized to execute same pursuant to the Broward County Procurement Code, and Contractor, signing by and through its Co-Chief Executive Officer duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
Its Director of Purchasing

By: **Robert Gleason** Digitally signed by Robert Gleason
Date: 2023.01.10 16:08:32 -05'00'
Robert Gleason, Director of Purchasing

____ day of _____, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: **Sandy Steed** Digitally signed by Sandy Steed
Date: 2022.12.29 09:11:20 -05'00'
Sandy Steed (Date)
Assistant County Attorney

By: **Danielle W. French, Esq.** Digitally signed by Danielle W. French, Esq.
Date: 2022.12.29 10:12:33 -05'00'
Danielle W. French (Date)
Deputy County Attorney

SS
Voluntary Emergency Loan Program Agreement.doc
12/02/2022

**AGREEMENT BETWEEN BROWARD COUNTY AND BMG MONEY, INC., FOR VOLUNTARY
EMERGENCY LOAN PROGRAM (RFP # GEN2124409P1)**

CONTRACTOR

BMG Money, Inc.

By: 
Tom McCormick, Co-Chief Executive Officer

19th day of December, 2022

WITNESS/ATTEST:



Corporate Secretary or other witness

EXHIBIT A

Scope of Services

Section 1 – Background

- 1.1. Contractor shall provide a fixed rate, fixed payment voluntary emergency loan program (“Program”) for Eligible Employees in accordance with the terms and conditions of this Agreement.
- 1.2. The Eligible Employees for these services are active benefit-eligible employees defined as: Part-Time 20 or Full-Time employee.

Section 2 – General Information and Plan Guidelines

- 2.1. **Separation/Retirement of Employee:** When a Participant separates/retires from County employment, Contractor will have no rights or entitlement to deduct remaining balances from the Participant’s final paycheck or require similar “balloon payments” to satisfy any outstanding loans. Existing terms and interest rates shall be maintained until loan is satisfied.
- 2.2. **No Credit Report or Bank Account Required:** To qualify an Eligible Employee for a Program loan, Contractor shall not run a credit report check and must make loans available to Eligible Employees that do not have a bank account or cannot qualify for credit cards, and bank or credit union loans.
- 2.3. **No Fees or Costs:** Contractor shall not charge any fees to Eligible Employees, Participants, or the County, including but not limited to application fees, credit investigation fees, loan origination fees, annual or other membership fees, pre-payment penalties, late fees, penalty rates, over-limit fees, NSF fees, ACH/wire transfer fees, and failed payroll deduction fees.
- 2.4. **Maximum Loan Amount and Bi-weekly Payments:** The amount of each loan under the Program shall not exceed Five Thousand Dollars (\$5,000). The maximum loan amount may be increased up to a maximum loan amount of Ten Thousand Dollars (\$10,000) at the sole discretion of County’s Chief Financial Officer, or designee, upon written notice to Contractor. The bi-weekly loan payment (payroll deduction) shall not exceed 10% of the Participant’s base bi-weekly salary (excluding all overtime and all other earnings). Example: Base hourly rate \$20 per hour. Base bi-weekly salary is \$1,600. Bi-weekly payments cannot exceed 10% of the base bi-weekly salary (\$160) per pay period.
- 2.5. **Maximum Loan Term:** Loan terms shall not exceed twenty-four (24) months. The maximum loan term may be extended up to a maximum of forty-eight (48) months at the sole discretion of County’s Chief Financial Officer, or designee, upon written notice to Contractor.

- 2.6. **Unsecured, Fixed Simple Interest Loan:** Program loans shall be unsecured, fixed simple interest loans. The simple interest rate for loans shall not exceed 19.99%.
- 2.7. **No Prepayment Penalties:** Participants may pay off loans in full or partially at any time with no prepayment penalties.
- 2.8. **Limitation on Number of Loans:** Participants can only have one loan through this Program at a time. Participants shall be required to wait a minimum of six (6) months before refinancing and between each refinance of a Program loan. The number, frequency, and timing of any refinancing of existing loans for Participants shall be at the sole discretion of the County's Chief Financial Officer, or designee, and may be subject to change.
- 2.9. **Loan Proceeds:** Upon approval, loan proceeds shall be distributed to the Participant by either (at the Participant's option): (i) automatic bank account deposit only to an account held in the name of the Participant; or (ii) paper check made payable only to the Participant, sent via U.S. Mail to the Participant's home address.
- 2.10. **Loan Declinations:** Contractor must decline loans if the Eligible Employee:
- 2.10.1 is in an active bankruptcy filing and the bankruptcy has not been discharged by the bankruptcy court;
 - 2.10.2 identity cannot be verified through the Patriot Act or appears on the U.S. Treasury Office of Foreign Assets Control banned persons list; and/or
 - 2.10.3 does not pass the facial recognition requirement under Section 6 – Safeguards.
- Contractor shall provide the Eligible Employee, in writing, the reason(s) for declining a loan request.
- 2.11. **Amortization Schedule:** Contractor shall provide the amortization schedule to County upon approval of each loan or refinance.
- 2.12. **Statements:** Contractor shall provide each Participant online access to the Participant's Program loan information and status 24 hours a day, seven days a week, 365 days a year. In addition, at a minimum, provide annually at no cost to County and Participants a statement detailing the principal amount of the loan, current loan balance, and interest paid.
- 2.13. **Credit Bureau Reporting:** Loan performance shall be reported monthly to Transunion, Equifax, and Experian for the purpose of improving Participants' credit scores when appropriate and warranted.
- 2.14. **Free Credit Score Monitoring:** Free credit score monitoring shall be provided to all Participants.

- 2.15. **Free Financial Literacy Training:** Contractor shall provide all County employees access to free financial literacy training and counseling through the Federal Deposit Insurance Corporation (FDIC) Money Smart curriculum or similar program. Upon request from County, Contractor shall provide free financial literacy training to Broward County residents at a location in Broward County. Training shall be available in English and Spanish, and at County's request, in Creole.

Section 3 – Employee Protections

- 3.1. **No Soliciting:** Contractor shall not solicit County employees outside of the specified periods outlined in this section. Solicitation includes, but is not limited to, communications regarding refinancing or applying for a new loan, regardless of whether the individual is a current or prior loan holder. Contractor shall not initiate contact with County employees, except during the following periods designated by County: (i) open enrollment; (ii) financial fairs; and (iii) other events where Contractor is invited by County.
- 3.2. **Employee Information:** Contractor will have limited access to Eligible Employee contact information. The County will not provide any contact information (telephone numbers, email addresses, home addresses, etc.). The Eligible Employee seeking a Program loan can provide contact information to Contractor. As part of the verification process, the County will verify whether the address provided by the applicant to Contractor matches the address in County's payroll system.
- 3.3. **Payroll Deduction:** Participants will have automatic deductions from their paycheck to pay Program loans. The payroll deductions are revocable by the Participant upon appropriate notice. Payroll deductions will continue past the term of the Agreement until the Program loan is paid in full, payroll deductions are revoked by the Participant, or the Participant is no longer employed by the County. No refinancing of existing Program loans and no new Program loans will be allowed after the Term of the Agreement.
- 3.4. **ADA Compliance:** Contractor shall comply with the Americans with Disabilities Act ("ADA") and shall make its Program accessible in accordance with the ADA.
- 3.5. **Most Favored Nation:** If during the Term of this Agreement, Contractor offers a lower interest rate to employees of any other employer, Contractor will immediately begin to offer that same interest rate to Eligible Employees that apply for new loans and Participants that refinance existing loans.

Section 4 – Program Safeguards

Contractor must utilize the most stringent anti-fraud safeguards to prevent fraudulent loans or attempts to obtain a loan fraudulently. Safeguards must include:

- 4.1. **Facial Recognition:** Contractor shall possess a facial recognition system and require all Eligible Employees applying for a new loan or a refinance of an existing loan to submit a copy or photo of the front and back of their Florida driver's license or other state-issued

ID and a “live selfie” showing three-dimension, movement, breathing, etc., to be analyzed by a facial recognition system utilized by Contractor. If facial recognition is not a 100% match, Contractor may request a new “live selfie” and/or a clearer image of the Florida driver’s license or other state-issued ID. If the second attempt at facial recognition does not result in a 100% match but is a very close match, Contractor shall defer to the County for additional verification or deny the loan.

- 4.2. **Florida Driver’s License or State Issued ID Card:** Contractor shall electronically scan the barcode information on the submitted license or identification card to match it against the applicable state’s database.
- 4.3. **County Employee Verification:** Contractor shall not approve any loan or refinance until County staff has: (a) verified that the home address on the loan application matches the address in County’s payroll system; and (b) verified with the Eligible Employee that they applied for the loan or refinance.
- 4.4. **Credit Monitoring:** Contractor shall provide at its sole cost and expense credit monitoring for one year to any County employee impacted by a fraudulent loan attempt, regardless of whether Contractor has any liability associated with the fraudulent loan attempt.
- 4.5. **Browser Fingerprint Verification:** Contractor shall perform additional verification procedures for multiple applications submitted with the same browser fingerprint (IP Address) to deter digital identity theft. If possible, Contractor will trace the IP addresses connected to fraudulent applications to identify the geographic locations where they were filed.
- 4.6. **Bank Account Cross-Checking:** Contractor shall perform bank account verification on all applications or refinances through a bank account ownership program such as GIACT.
- 4.7. **Email Encryption:** Contractor must use a secure email encryption platform to submit employee loan verification requests to County. If Contractor does not have an internal secure email encryption platform, Contractor must utilize County’s provided secure, encrypted email platform, Virtru.
- 4.8. **Program Changes:** Contractor shall not make any internal changes to the Program without the prior written consent of the Contract Administrator.
- 4.9. **Additional Internal Controls:** Contractor will implement any additional internal controls needed to ensure the safety and protection of County employees’ information.

Section 5 – Administrative and Related Services

- 5.1 **No Costs to County:** All components of the Program shall be provided at no cost to County including, but not limited to, any and all costs associated with ACH/wire transfers, in-person verification of loan/refinance applications and data entry into payroll system.
- 5.2 **Audit of Loans:** If an audit or inspection in accordance with this section uncovers or confirms fraud of any nature, in addition to making adjustments to make the Participant whole, Contractor shall pay the actual costs of the County’s audit.

- 5.3 **Notice to the County:** Contractor shall provide County the following information per each Participant payroll deduction schedule: (a) when loan payments should start and stop, (b) amount of bi-weekly deduction, and (c) total value of loan and interest. Contractor will provide the payroll deduction loan repayment amounts once per pay period via an agreed upon secure file delivery method for the applicable deduction schedules, and in a format as required by the County. Contractor agrees to comply with all County payroll processes and requirements. Contractor further agrees that it is responsible for managing all loan accounting, payroll deduction calculations, enrollment, and fulfillment. Contractor agrees to maintain accurate recordkeeping, including but not limited to deductions, terminations, and all other billing and reconciliation matters.
- 5.4 **Refunds:** Contractor shall issue refunds directly to Participants within five (5) business days for overage/excess payroll deductions.
- 5.5 **Non-Exclusive:** The Services provided by Contractor are on a non-exclusive basis. County is entitled to and may do business with other contractors who offer similar programs.
- 5.6 **Electronic Materials:** Contractor shall furnish an electronic version of the terms & conditions, promotional, or educational material for the Program to Participants and County.
- 5.7 **Amendments Due to Legislative or Other Changes:** Contractor shall prepare language for amendments to the terms & conditions, promotional, or educational material, as applicable, due to legislative or other changes.
- 5.8 **Reimbursement to the County:** Contractor will reimburse the County for the following processing fees:
- 5.8.1 **Loan/Refinancing Processing Fee:** Twenty-five Dollars (\$25) for each loan and/or refinance as billed by the County on a quarterly basis. This fee covers costs related to the verification of each loan or refinance, and initiation and closing of the individual loan account.
- 5.8.2 **Bi-weekly Processing Fee:** Fifty Dollars (\$50) for each payroll to be paid quarterly, as billed by the County. This fee covers costs related to ACH/wire transfer and providing supporting documents. The bi-weekly payroll processing fee will continue until all loan payments are paid in full.

Contractor shall pay the County within 30 days after receipt of the bill from the County. County has the right to adjust these processing fees annually with at least sixty (60) days written notice to Contractor. This adjustment will be based on the lesser of 3% or Consumer Price Index (CPI) for the yearly period ending six months prior to December 31 of the then current year. The CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, multiplied by 100, then divided by CPI previous period. The CPI shall be as according to CPI Database - All Urban Consumers, Miami-Fort Lauderdale-West Palm Beach, FL, All Items, Not Seasonally Adjusted.

Section 6 – Marketing

- 6.1 **Employee Information:** Employee information cannot be sold or used for advertising, sales promotion, or other publicity purposes.
- 6.2 **No Cross-Selling:** Contractor shall not cross-sell any other plans, products, or services to County or its employees outside the scope of this Agreement.
- 6.3 **Communication Materials:** All communication materials must be approved by County prior to distribution. Contractor is responsible for all costs of printing, producing, and mailing/distribution of information.
- 6.4 **Required Statement on all Materials:** Contractor shall include the following statement (or any other statement as approved by County) in a bold and conspicuous manner on all applications, website, and printed materials to County employees:

You understand that your decision to participate and borrow funds pursuant to the voluntary program administered, supervised, and directed by BMG Money, Inc. is your individual decision, that it is not suggested or endorsed by Broward County, and that it is made by you knowingly and voluntarily. Participation in the program is at the discretion of the employee.

Before entering into a loan agreement, you should consider the costs and benefits of this program based on your individual situation and financial needs. You also may want to investigate additional options available through your local credit union or other banks or financial institutions, which may be able to provide similar financial assistance to you under more competitive terms.

For example, you should contact the We Florida Financial Credit Union at 954-745-2400 or <http://wefloridafinancial.com>

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EXHIBIT B

Minimum Insurance Requirements

Project: Voluntary Emergency Loan Program
Agency: Human Resources Division

TYPE OF INSURANCE	ADDITIONAL INNS	NUMBER WYD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> NCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$1,000,000 \$1,000,000	\$2,000,000 \$2,000,000
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$500,000 \$500,000	\$2,000,000 \$2,000,000
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$500,000	
<input checked="" type="checkbox"/> CYBER LIABILITY	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
<input checked="" type="checkbox"/> CRIME / EMPLOYEE DISHONESTY			Each Claim:	\$1,000,000	
<i>Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractor's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.</i>					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by
COLLEEN A. POUNALL
Date: 2022.02.02
09:51:01 -05'00'
Risk Management Division

EXHIBIT C
Enterprise Technology Services Security Requirements – High Risk

Solicitation Title:	Voluntary Emergency Loan Program (RFP # 2124409P1)
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Definitions.

“County Confidential Information” means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

“County Data” means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor’s services, whether or not electronically retained, and regardless of the retention media.

“Equipment” means the hardware being provided by Contractor under the Agreement.

“Software” means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County’s network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County’s network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor’s compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County’s network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor’s employees who had access to County’s network.

In addition, for any remote access to County’s network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor’s internal network from unauthorized access and disclosure;

- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;
- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Data and Privacy. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

Managed or Professional Services. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed,

Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. If requested by County, Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), or a sworn declaration certifying Contractor has obtained the referenced SOC 2 Type II Report and listing all complementary user entity controls (CEUCs) identified therein, on an annual basis during the Agreement, unless this requirement is waived in writing by the County's CIO or designee. Contractor anticipates receiving its SOC 2 Type I Report by February 28, 2023, and will provide a copy to County within ten (10) days after such date. If Contractor is unable to provide its SOC 2 Type I Report by such date, Contractor shall notify County and the report shall be provided by a date agreed upon by County and Contractor. Contractor shall provide its SOC 2 Type II Report within ten (10) days after receipt and annually thereafter.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports

electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;

- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;
- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security

Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;

- (b) maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
- (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
- (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
- (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Health Information Portability and Accountability Act. If County determines in its reasonable business judgment that Contractor is a covered entity or business associate or otherwise required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect all protected health information ("PHI") that is subject to the requirements of 45 C.F.R. §§ 160, 162, and 164 and related statutory and regulatory provisions, as required by HIPAA and HITECH.

Business Associate Agreement. If requested by County, Contractor shall execute County's form Business Associate Agreement (located at [https://www.broward.org/purchasing/documents/9. Standard Business Associate Agreement Form.pdf](https://www.broward.org/purchasing/documents/9.Standard%20Business%20Associate%20Agreement%20Form.pdf)). Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and its related regulations and, if required by HIPAA, HITECH, or other laws, shall include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of a client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or termination of the Agreement.

Application Development Services. To the extent applicable to the services being provided by Contractor under the Agreement, Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County's established application development policies, process, procedures, practices and standards. Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.

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EXHIBIT D

Service Level Agreement

In connection with all Services provided to County under the applicable contract (the "Agreement"), Contractor shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement ("SLA") for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Contractor Platform provided by Contractor under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this SLA shall be deemed to impose the new, higher standards upon Contractor. Contractor shall promptly notify County in writing of any material change to its compliance with these standards. Any approval required by County under this SLA may be issued in writing by the Contract Administrator or the Broward County Chief Information Officer ("CIO").

Sections 1-5 of this SLA apply to all aspects of the Contractor Platform. In addition, Sections 6 and 7 of this SLA apply to any Software as a Service ("SaaS") or web hosting services provided to County under the Contractor Platform.

1. Definitions

1.1. "Contractor Platform" means any and all SaaS or web hosting to be provided by Contractor under the Agreement, including any system or other solution that stores, hosts, or transmits County Data. Contractor shall maintain the same standards set forth herein for its data centers and facilities that store or host County Data.

1.2. "County Data" means the data and information (including text, pictures, sound, graphics, video and other medium) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's services, whether or not electronically retained, and regardless of the retention media.

1.3. Any other capitalized terms not defined herein refer to those terms as defined in the Agreement, if so defined; if not defined in the Agreement, any other capitalized terms shall have their plain language meaning as used in the applicable context.

2. Security

2.1. General

2.1.1. Contractor will ensure that County can authenticate all access by username/password or two-factor authentication. Upon request, Contractor shall restrict access to County Data to a specific source static IP address.

2.1.2. Contractor shall ensure that separation of duties and least privilege access are enforced for privileged or administrative access to County Data and the Contractor Platform.

2.1.3. Contractor's procedures for the following must be documented and made available upon request by County, including:

- 2.1.3.1. Evaluating security alerts and vulnerabilities;
- 2.1.3.2. Installing security patches and service packs;
- 2.1.3.3. Intrusion detection, incident response, and incident escalation/investigation;
- 2.1.3.4. Access and authorization procedures and resetting access controls (e.g., password policy);
- 2.1.3.5. Risk analysis and assessment procedures;
- 2.1.3.6. User access and termination procedures;
- 2.1.3.7. Security log review;
- 2.1.3.8. Physical facility access controls; and
- 2.1.3.9. Change control procedures.

2.1.4. Contractor shall ensure that its service providers, subcontractors, and any third parties, including any data hosting providers, performing any services related to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall provide County with a list of any such service providers, subcontractors or other third parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.5. If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function properly, the discovering party shall immediately bring the situation to the attention of the other party.

2.1.6. When technically feasible, for all software used, furnished, or supported under the Agreement, Contractor shall review such software to find and remediate security vulnerabilities during initial implementation and upon any significant modifications and updates to same.

2.1.7. Contractor must mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures scoring system) to the Contractor Platform within 30 days after patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must promptly notify County of proposed mitigation steps to be taken and develop and implement an appropriate timeline for resolution.

2.2. Controls

2.2.1. At least once annually and upon request for the duration of this Agreement, Contractor shall provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II, Report for Contractor's Organization or application, as well as any third party that provide hosting, SaaS, or data storage services for the Contractor Platform, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Contractor. If the audit opinion in the SOC 2, Type II report is qualified in any way, Contractor shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

2.2.2. Contractor shall maintain industry best practices for data privacy, security, and recovery measures, including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request by County, Contractor shall provide documentation of such procedures and practices to County.

2.2.3. Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.

2.2.4. Contractor shall utilize antivirus protection software, updated and currently supported operating systems, firmware, third party and open source application patches, and firewalls to protect against unauthorized access to the Contractor Platform.

2.2.5. Contractor shall conduct penetration testing internally and externally at least annually and after any significant infrastructure or application upgrade or modification to the Contractor Platform.

2.3. Network Architecture/Security

2.3.1. Contractor shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.2. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for the connection between any user or County network to the Contractor Platform.

2.4. Physical Architecture/Security

2.4.1. Contractor shall ensure the facilities that house the network infrastructure for the Contractor Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Contractor Platform.

2.4.2. Contractor shall ensure adequate background checks are routinely performed on any personnel with access to County Data. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5. Incident Response

2.5.1. If any unauthorized party is successful in accessing any information technology component related to the Contractor Platform, including but not limited to servers or fail-over servers where County Data exists or is stored, Contractor shall report to County within twenty-four (24) hours after Contractor becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after the breach, unless a longer time period is approved in writing by the CIO, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations that involve the Contractor's infrastructure relating to any County Data or County applications. Contractor shall not release County Data without the advance written consent of County.

2.5.2. Prior to the Effective Date of this Agreement, Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents.

2.5.3. Upon request by County, Contractor shall deliver to County in electronic form the website application activity such as logs of visits and user logins and logoffs by or on behalf of County on the Contractor Platform.

2.5.4. In the event the Contractor Platform has been compromised, Contractor shall promptly notify the County of the security breach. County may, at its sole discretion, terminate all access to the Contractor Platform.

2.6. County Data

2.6.1. Contractor shall maintain controls that ensure logical separation of County Data from non-County data. Contractor agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption ("AES-256") or current industry security standards (or whichever is higher) for all County Data that includes any social security numbers, bank account numbers, username with passwords or security questions, cardholder data, or

any other protected data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII"), and any other data as may be directed by County, and on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module ("HSM"). Contractor shall immediately notify County of any compromise of any encryption key. Contractor shall provide a copy of County's encryption key(s) at County's request. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data identified in this paragraph.

2.6.2. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and provide a signed certification within two (2) business days thereafter documenting that no County Data is retained by Contractor in any format or media.

2.6.3. County Data is the property solely of County and may not be reproduced or used by Contractor with the prior written consent of County. Contractor and its Subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

2.6.4. County shall have the right to use the Products and Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.6.5. In the event of any impermissible disclosure, loss, or destruction of County Data caused in whole or in part by any action or omission of Contractor, Contractor must immediately notify County and take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, and destruction.

2.6.6. County shall have sole control over County Data unless otherwise expressly stated in the Agreement and required for Contractor to provide the Services required under the Agreement.

2.6.7. Contractor shall not supplement, modify, or alter any deliverable previously accepted by County or any County Data (other than modifications strictly necessary to upload the County Data to the Contractor Platform) without County's prior written consent.

3. Compliance

3.1. Contractor shall cooperate and provide any information requested by County relating to compliance and regulatory requirements, and will, upon request:

3.1.1. Provide a letter attesting that the Contractor performed vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, database applications, and the Contractor Platform;

3.1.2. Permit County or its contractors to conduct automated and manual scans and penetration ("Pen") tests at mutually agreed upon times;

3.1.3. Provide Contractor's architecture documents, information security policies and procedures (redacted, if necessary), and general network security controls documentation such as firewalls, Intrusion Detection System ("IDS"); and

3.1.4. Permit County to conduct a physical inspection of Contractor's facilities but only to the extent such inspection is related to the security of and access to County Data or the Contractor Platform.

3.2. Contractor shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

3.3. Contractor shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

3.4. Contractor shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third-party contractors while using the System.

3.5. Upon request by County, Contractor shall promptly provide County with access to time-stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), time-stamped application and platform environment change control logs, and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

3.6. Upon County's request, Contractor shall make available to the County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

4. Infrastructure Management

Contractor shall ensure that an unlimited number of transactions may be processed to the County production database. Subject to County approval, Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA. Contractor shall routinely apply upgrades, new releases, and enhancements to the Contractor Platform as they become available and shall ensure that these changes will not adversely affect the Contractor Platform or County Data. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes, including without limitation, for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Contractor perform any or all of the following: periodically refresh data from production; perform an ad-hoc refresh of data from production; not refresh data from production until further notice from County; or refresh data on an ad hoc basis with training data supplied by County.

5. Transition/Disentanglement

5.1. Contractor will complete the transition of any terminated Services or Support and Maintenance to County and any replacement provider(s) that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services, County Data, or the ongoing business operation of County ("Disentanglement"). Contractor will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Contractor shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by County. Specifically, and without limiting the foregoing, Contractor shall:

5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and equipment configurations;

5.1.2. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

5.1.3. Not, without County's prior written consent, transfer, reassign, or otherwise redeploy any of Contractor's personnel during the Disentanglement period to the extent such action would impede performance of Contractor's obligations under the Agreement;

5.1.4. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

5.1.5. If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Contractor exclusively in connection with the Services or Support and Maintenance. Contractor shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Contractor shall reimburse County for any losses resulting from any failure to perform any such obligations;

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County Data is received intact or otherwise securely stored by County, Contractor shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Contractor may retain one copy of documentation to the extent required for Contractor's archival purposes or warranty support; and

5.1.7. To the extent requested by County, provide County a list with current valuation based on net book value of any Contractor-owned tangible assets required to make the Contractor Platform available to County. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, Contractor shall use best efforts to ensure that any and all related warranties will transfer along with those assets.

6. Network Architecture/Security

6.1. Network Architecture

6.1.1. The Contractor Platform shall be protected behind a layer of firewalls.

6.1.2. At County's request, Contractor shall submit a network architecture diagram of County's stored and transmitted data, including the location of the data center and details of connectivity for all third parties who have access to County Data. Any network security changes implemented by Contractor must not compromise the security of County Data. Contractor shall ensure that all database servers are protected behind a second set of internal firewalls.

6.1.3. Contractor shall restrict inbound and outbound traffic to County's network to "deny all, permit by exception" configuration.

6.1.4. Contractor's wireless networks connected to the Contractor Platform shall at a minimum, be configured for Wi-Fi Protected Access 2 (WPA2)-Enterprise using Advanced Encryption Standard (AES) and Protected Extensible Authentication Protocol (PEAP), or

current industry security standards (whichever is higher) to secure and protect County data.

6.2. Physical Architecture/Security. Contractor shall connect its hosting site for the Contractor Platform through at least two (2) independent Internet Service Contractors ("ISPs") with different Internet points of presence.

6.3. Disaster Recovery. Contractor shall conduct Cloud SQL backups of its database environment to ensure that Contractor may restore lost data to its Cloud SQL instance in case required due to disaster or other reason. Such backups shall be stored separately from Contractor's Cloud SQL instance and shall encompass the entire database. Furthermore, such backups shall be taken no less frequently than daily during every day that Contractor's Cloud SQL instance is running. The storage location for such back-ups shall be in Google Cloud Services' U.S. region. Such back-ups shall be automated and recorded in transaction logs in order to accomplish point-in-time recovery. Contractor or its affiliates will maintain at least one (1) additional office outside of South Florida.

6.4. County Data. Contractor shall make any County Data available to County upon request within one (1) business day and in any format reasonably requested by County, including, without limitation, Extensible Markup Language ("XML") and Structured Query Language ("SQL"), or in another format as may be mutually agreed by County and Contractor.

7. Service Availability

7.1. System Availability

7.1.1. Contractor guarantees that the Network Uptime (as defined herein) will be 99.99% of Prime Time (defined as County business days from 7 a.m. – 7 p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network Uptime is the time that the Contractor Platform and System are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user's ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the Contractor Platform and System are fully restored. As long as the System is available over the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Contractor or the Contractor Platform), any inability on the part of County to access the System as a result of a general Internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. Contractor Platform or System unavailability due to Contractor's equipment failure constitutes Network Downtime.

7.1.2. Contractor will refund to County five percent (5%) of the monthly fees (or monthly pro rata equivalent, if recurring fees under the Agreement are charged other than monthly) under the Agreement for each thirty (30) minutes of Network Downtime in excess of that permitted under the Network Uptime Guarantee (up to 100% of County's monthly or pro rata fee), measured on a calendar month basis. Such refunds will be paid within ten (10) days after the applicable monthly report or, at County's option, may be credited against amounts due under any unpaid invoice or future invoice. If the Agreement provides for other credit or compensation due to County for an event that also constitutes Network Downtime, the greater of the two amounts shall apply.

7.1.3. Normal availability of the Contractor Platform and System shall be twenty-four (24) hours per day, seven (7) days per week. Planned downtime (i.e., taking the System offline such that it is not accessible to County) ("Scheduled Maintenance") shall occur during non-Prime Time and with at least five (5) business days' advance written notice to County. Contractor may conduct Scheduled Maintenance at other times without advance notice only with written consent from County, which consent will not be unreasonably withheld. During non-Prime Time, Contractor may perform routine maintenance operations that do not require the Contractor Platform or System to be taken offline but may have immaterial effects on performance and response time without any notice to County. Such immaterial degradation in performance and response time shall not be deemed Network Downtime. All changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow require County's prior written approval, which will not be unreasonably withheld.

7.1.4. By the tenth day of each calendar month, Contractor shall provide County a report detailing Contractor's performance under this SLA for the prior calendar month. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate: the total number of minutes of uptime for each of Prime Time and non-Prime Time; the total number of minutes for each of Prime Time and non-Prime Time minus any applicable Scheduled Maintenance, respectively; and the percentage of uptime versus total time minus Scheduled Maintenance for each (e.g., monthly minutes of non-Prime Time network uptime / (Total minutes of non-Prime Time – Minutes of Scheduled Maintenance) = __%).

7.2. Infrastructure Management

7.2.1. During Prime Time, Contractor shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Contractor Platform. Contractor shall maintain sufficient bandwidth to the Contractor Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Contractor recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

7.2.2. To the extent the Contractor Platform provides or supports public access to users in Broward County or through the County's web pages, the Contractor Platform shall support up to 500,000 site hits per calendar day and capture the number of site hits by page for performance to standards reporting.

7.2.3. Contractor will retain all County-related database records regardless of number or size.

7.2.4. To the extent the Contractor Platform includes an ad-hoc reporting tool or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of queries and reports against County Data. County agrees that Contractor may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

7.2.5. Contractor shall conduct full, encrypted backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Contractor shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of the required performance by Contractor under this Agreement. Upon County's request, Contractor shall also provide restoration of individual file(s).

7.3. Performance Monitoring and Hosting Capacity Increases

7.3.1. If requested by County, Contractor shall provide standard reporting metrics of the Contractor Platform to County on a monthly basis which shall include: traffic patterns by user and by time; server load, including central processing unit load, virtual memory, disk and input/output channel utilization; transmission control protocol load for each server allocated in part or in full to County System; and system errors in the System, database, operating system, and each server allocated in part or in full to the System.

7.3.2. In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Contractor will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County's System within fifteen (15) calendar days after written notice by County.

Leon County
Board of County Commissioners
Notes for Agenda Item #15

Leon County Board of County Commissioners

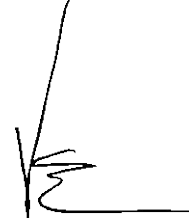
Agenda Item #15

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Authorization to Negotiate and Execute an Agreement for Aerial Mapping Services



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Financial Stewardship Michelle Taylor, Chief Information Officer
Lead Staff/ Project Team:	Melanie Hooley, Purchasing Director Scott Weisman, Tallahassee-Leon County GIS Coordinator

Statement of Issue:

This item seeks Board authorization for the County Administrator or designee(s) to negotiate and execute an Agreement with Dewberry Engineers, Inc. for aerial mapping services, pursuant to Request for Proposal Number BC-2023-007, for the Tallahassee-Leon County Geographic Information Systems (GIS) program.

Fiscal Impact:

This item has a fiscal impact and has been budgeted as part of the Capital Improvement Program (CIP) Five Year Plan. Aerial mapping services are budgeted annually for \$298,500. The City of Tallahassee reimburses 50% of the cost under the Tallahassee-Leon County GIS Interlocal Agreement.

Staff Recommendation:

Option #1: Authorize the County Administrator or designee(s) to negotiate and execute an Agreement for aerial mapping services (Attachment #1) with Dewberry Engineers, Inc., subject to legal review by the County Attorney. If negotiations with Dewberry Engineers, Inc. are unsuccessful, authorize the County Administrator or designee(s) to negotiate with the second-ranked firm, (Sanborn Map Company), and likewise proceed to the third-ranked firm, (GPI Geospatial) if necessary.

Report and Discussion

Background:

This item seeks Board authorization for the County Administrator or designee(s) to negotiate and execute an Agreement, in a form approved by the County Attorney, with Dewberry Engineers, Inc. for aerial mapping services. Should the County be unable to negotiate a satisfactory contract with Dewberry Engineers, Inc. considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm, The Sanborn Map Company, Inc. Failing accord with the second most qualified firm, the County shall terminate negotiations. The County Administrator shall then undertake negotiations with the third most qualified firm, GPI Geospatial Inc. The County's current agreement for the aerial and mapping services is with Dewberry Engineers, Inc. has expired. The contract was a three-year agreement, including two automatic one-year extensions, which began November 1, 2017 and ended on October 31, 2022. The lapse in contract coverage was intentional due to the nature of the work being completed in three-year cycles. The new contract will allow two complete cycles to be performed using the same contract.

In 1990, the Leon County Government, the Leon County Property Appraiser, and the City of Tallahassee (City) agreed to jointly develop and implement the Tallahassee-Leon County Geographic Information System (TLC GIS) through an interlocal agreement to share in the development of common mapping needs and leverage shared resources. The TLC GIS Interlocal Agreement sets forth the terms and conditions of participation, as well as the responsibilities of each of the member agencies. All costs for the program are shared 50/50 by the County and the City.

The TLC GIS program is based on the ESRI software system and maintains a database of over 800 sets of data such as streets, building footprints, impervious surfaces like parking lots, water bodies, contours, elevations, environmental features, parcels, zoning and governmental districts, and addresses to name a few. All that data is tied by survey-grade locations which are derived from high-precision aerial photography with the current base from 2023 aerial photography. New aerial photography is needed to continue with updates of development and land use changes as well as provide data which ensures compliance with programs like the National Flood Insurance Program, the Community Rating System, and the EPA National Pollutant Discharge Elimination System (NPDES). It is also integral in the property appraisal process and non-ad valorem fee calculations. The elevation data is of sufficient accuracy that it can be used for engineering design; thereby in many cases, negating the need for the County or City to pay for expensive ground-based topographic surveys for Public Works Projects. Contrastingly, other imagery products such as Google Earth are not of sufficient accuracy to support County/City missions and lack any kind of topographic (contour) data, and thus are not usable for many of these needs.

Analysis:

TLC GIS has been securing aerial photography and related mapping products every year within the three-year project period and is budgeted annually for such services at \$298,500. The County developed a Request for Proposals (BC-2023-007) for aerial mapping services to include a new

Title: Authorization to Negotiate and Execute an Agreement for Aerial Mapping Services

May 9, 2023

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aerial mapping mission to be flown in January 2024, and products to be delivered from 2024 – 2026. The aerial mapping data products to be delivered could include:

- Half-Foot resolution color orthoimagery,
- Planimetric data including impervious surfaces (i.e., streets, buildings, parking lots)
- Classified Lidar points
- Hydrography (water bodies)
- 2-Foot contours,
- Spot elevations
- Color Oblique Imagery (supports non-ad valorem property assessments, and public safety)
- Data supplied as GIS files

The Request for Proposals (RFP) for high-precision aerial mapping services was released on January 23, 2023. The County's procurement process for these types of services is governed by Section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA). The County's policy with respect to the CCNA is prescribed as Policy No. 96-1, Section 5.091. The CCNA requires the County to select these services on a qualitative basis under the criteria specified in Section 5.091. Due to the limited possibilities for sub-contracting, and in accordance with the joint MWSBE policy, the Office of Economic Vitality's MWSBE Division advised that no aspirational targets be included as part of the solicitation process. However, consistent with Policy, each respondent was strongly encouraged to secure MBE and WBE participation through the purchase of goods or services from MWSBE's, when opportunities are available.

The RFP Evaluation Committee was formed to include:

- Scott Weisman, TLC GIS Coordinator
- Greg Mauldin, GIS Project Manager
- Jacob Coble, GIS Applications Systems Analyst I

Four firms responded to the RFP and the Evaluation Committee reviewed and scored three of the proposals by March 23, 2023, with the SAM Surveying and Mapping, LLC proposal deemed non-responsive due to deficiencies in their submittal. The firms that submitted proposals were as follows:

- Dewberry Engineers Inc.
- The Sanborn Map Company, Inc.
- GPI Geospatial, Inc.
- SAM Surveying And Mapping, LLC

The Evaluation Committee reviewed and scored the listed firms using the OpenGov platform. Based on the assessment of the scored sections Dewberry Engineers, Inc. was scored the number one firm as being the firm that most closely matched the requirements, as defined by the RFP (Attachment #2). Leon County Purchasing reported the Committee's results on OpenGov.

Title: Authorization to Negotiate and Execute an Agreement for Aerial Mapping Services

May 9, 2023

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This item recommends negotiating a three-year contract with Dewberry Engineers, Inc. which would become effective August 1, 2023 and expire on July 31, 2026. During the initial three-year period, at the sole option of the County, the Agreement may be extended for no more than one additional three-year period. An annual allocation of \$298,500 is anticipated in the CIP Five Year Plan, which the City reimburses 50% of the cost as defined within the TLC GIS Interlocal Agreement.

Options:

1. Authorize the County Administrator or designee(s) to negotiate and execute an Agreement for aerial mapping services (Attachment #1) with Dewberry Engineers, Inc., subject to legal review by the County Attorney. If negotiations with Dewberry Engineers, Inc. are unsuccessful, authorize the County Administrator or designee(s) to negotiate with the second-ranked firm, (Sanborn Map Company), and likewise proceed to the third-ranked firm, (GPI Geospatial) if necessary.
2. Do not authorize the County Administrator or designee(s) to negotiate and execute an Agreement with Dewberry Engineers, Inc. for aerial mapping services.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Draft Agreement for aerial mapping services
2. Evaluation Committee RFP Score Sheet

AGREEMENT

THIS AGREEMENT, by and between **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and **<<VENDOR TBD>>**, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide its services to the County to perform the Work related to Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey and Planimetric and Topographic Mapping set forth in: 1) Bid# BC-2023-007, attached hereto and incorporated herein as Exhibit A; and 2) the Contractor's bid submission, a reduced portion of which is attached hereto with a full version available to view in the Purchasing Division, is incorporated herein as Exhibit B; and 3) the Pricing Summary which is attached hereto and incorporated herein as Exhibit C (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A, Exhibit B, or Exhibit C the provision contained in this Agreement shall govern and control.

Leon County also reserves the right to negotiate with the Contractor for any other aerial photography, survey control, aerotriangulation, LiDar survey, and planimetric and topographic mapping work that may arise during the term of this agreement.

2. 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.

3. TERM

The Agreement shall be for a period of three (3) years, commencing on August 1, 2023, and shall continue until July 31, 2026. After the initial three (3) year period, at the sole option of the County, this Agreement may be renewed for no more than one additional three (3) year period. Such three (3) year renewal will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. 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,

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and Christmas Day; provided, however, that when any of these observed holidays fall on a Saturday, the preceding Friday shall be the day observed as a holiday, and when any of these observed holidays falls on a Sunday, the following Monday shall be the day observed as a holiday. In addition, when New Year's Day and Christmas Day fall on a Thursday, the Friday following those days shall also be observed as a holiday, and when New Year's Day and Christmas Day fall on a Tuesday, the Monday preceding those days shall also be observed as a holiday.

5. CONTRACT SUM

- A. The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the prices contained in the Pricing Summary, Exhibit C, which is attached hereto.
- B. Truth in Negotiation (Lump-sum or Cost-plus Fixed Fee agreements only): The Consultant has executed a Truth in Negotiation form as part of the negotiation process for this Agreement. The original Agreement price and any additions thereto will be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments must be made within 1 year following the end of the Agreement.

6. PAYMENTS

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

7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

- A. The County Project Manager is:

Name: Scott Weisman
Street Address: 301 South Monroe Street
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5587
E-mail: WeismanS@leoncountyfl.gov

- B. The Contractor's Project Manager is:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

- C. Notices to the Contractor are to be submitted to:

Name:
Street Address:
City, State, Zip Code:
Telephone:
E-mail:

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D. Invoices are to be submitted to:

Name: Debbie Benore
Street Address: 301 South Monroe Street
City, State, Zip Code: Tallahassee, FL 32301
Telephone: 850-606-5587
E-mail: OIT_Billing@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.

F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under this Agreement.

8. PRICE INCREASES/DECREASES

Upon written request from the vendor no less than sixty (60) days prior to each renewal date of the agreement, and at the discretion of the County, a price increase for fixed pricing items may be negotiated. It is the intent of the County to not allow a price increase greater than the Consumer Price Index (CPI-U) for the latest twelve-month period reported at the time of request. In the event of an extraordinary factor (such as an increase in the federal minimum wage) occurring out of the annual cycle, the County may consider a price adjustment on a case-by-case basis upon the written request of the contractor. Alternatively, should there be a price decrease based upon the Consumer Price Index (CPI-U) for the latest twelve-month period reported at least thirty (30) days prior to the anniversary date of the agreement, the County reserves the right to implement a price decrease for fixed pricing items. All price increases and decreases shall be at the sole discretion of the County and shall be memorialized by written amendment to this agreement. If approved by the County, the price increase/decrease shall become effective on the contract anniversary date

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.

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- 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. The cost of such insurance shall be included in the Contractor's bid.

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

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage per occurrence with a \$3,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the Project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).
- 3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.
- 4) 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:

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

- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance 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

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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. PAYMENT AND PERFORMANCE BOND

A 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, constitute sufficient consideration for the Contractor's indemnification of the County, its officials, officers, and employees.

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

18. AUDITS, RECORDS, AND RECORDS RETENTION

By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.071, Florida Statutes. 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 75.364 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. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion or termination of the Agreement if Contractor does not transfer the records to the County.
- G. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

Any material submitted to the County that Bidder contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be redacted, conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION — TRADE SECRET" and the applicable statutory provision for the exemption must be stated. The Bidder is required to also provide an unredacted copy of the redacted information as part of the Bid. If a third party submits a request to the County for records designated as Trade Secret Materials by a Bidder, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Bidder. By submitting a Bid, Bidder agrees to indemnify and defend the County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject

to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Leon County on an expedited basis to enforce the requirements of this section.

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: MELANIE HOOLEY, PURCHASING DIRECTOR
1800-3 N. BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32308
PHONE: 850-606-1600
EMAIL: HOOLEYM@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.

The agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 287.1355(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>
BC-2023-007

The agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 287.132(2)(b) Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

21. RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of the Contractor or any subcontractor which is related to the performance of this Agreement. The right expressed herein shall also be included in all contracts or subcontracts that involve the performance of any work or service involving the County.

22. PURCHASES BY OTHER PUBLIC AGENCIES

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

23. 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.

24. 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.

25. 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

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>
BC-2023-007

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.

26. 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.

27. 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.

28. 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.

29. 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.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>
BC-2023-007

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.

30. 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.

31. 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.

32. 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.

33. CONSTRUCTION

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

34. 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.

35. 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.

36. 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.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>
BC-2023-007

37. JOINT PREPARATION

The Parties have jointly prepared this Agreement, and this Agreement shall not be construed more strictly against either of the Parties.

38. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals and in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B
4. Exhibit C

ATTACHMENTS

Exhibit A – Solicitation Document #BC-2023-007
Exhibit B – Contractor's Response to Solicitation #BC-2023-007
Exhibit C – Pricing Summary

The remainder of this page intentionally left blank.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>
BC-2023-007

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

LEON COUNTY, FLORIDA

By: _____
Vincent S. Long
County Administrator

Date: _____

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

BY: _____

DATE: _____

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

By: _____

Date: _____

<<VENDOR TBD>>

By: _____

Printed
Name _____

Title: _____

Date: _____



Leon County
Procurement
Melanie Hooley, Purchasing Director
1800-3 North Blair Stone Road, Tallahassee, FL 32308

QUESTION & ANSWER REPORT

RFP No. BC-2023-007

Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey and Planimetric and Topographic Mapping

RESPONSE DEADLINE: March 2, 2023 at 2:00 pm

Thursday, March 23, 2023

Approved, Unanswered Questions

Approved, Answers Provided

1. Oblique Collect

Feb 3, 2023 3:40 PM

Question: The Technical Specifications have a paragraph on oblique imagery collection but no specifications related. Does the County want obliques collected in addition to the Orthophotos?

Feb 3, 2023 3:40 PM

Answered by Melanie Hooley: Yes, Leon County is seeking oblique imagery and an orthoimage mosaic generated from vertical perspective imagery from the same flight. This imagery is for Year 3 of the contract only (2026), and for Year 6 of the contract (2029) if the contract is extended. No specifications were provided for the oblique imagery to allow the respondent flexibility in the response. Except for the current year (2023), the Leon County oblique image library is comprised of 3-band oblique imagery with a 6-inch resolution in the built-up area and 9-inch resolution in the rural area. The spatial resolution of orthoimagery delivered from the same flight matches the spatial resolution of the oblique imagery. The imagery was not produced to conform to any "tested to meet" horizontal accuracy specification. The 2023 oblique imagery (and associated orthomosaic) is comprised of 3-band oblique imagery with a 3-inch resolution in the built-up area and 6-inch resolution in the rural area. The imagery is in production, but will be certified to meet Florida Department of Revenue spatial resolution and horizontal accuracy specifications. The existing Leon County oblique image library was produced by Pictometry (EagleView) and consists of approximately 3-year flights starting in 2007.

Feb 8, 2023 3:21 PM

QUESTION & ANSWER REPORT

RFP No. BC-2023-007

Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey and Planimetric and Topographic Mapping

2. Section 3.9. Performance Bond

Feb 13, 2023 4:53 PM

Question: Is a Payment and Performance Bond going to be required for this project? FS 255.05 referenced in the RFP is for construction, not professional services.

Feb 13, 2023 4:53 PM

Answered by Melanie Hooley: A Performance Bond will be required for this project. Please see addendum 2 for updated language.

Feb 13, 2023 5:11 PM

3. No subject

Feb 14, 2023 9:35 AM

Question: Can the county provide a PDF or Shapefile of the built-up areas for planning purpose?

Feb 14, 2023 9:35 AM

Answered by Greg Mauldin: All relevant GIS reference data will be provided after the completion of the selection process to assist with contract negotiation and the development of the Scope of Services.

Feb 15, 2023 4:52 PM

4. No subject

Feb 14, 2023 9:35 AM

Question: What are the expected average resolutions for the 4-way oblique imagery in the built-up areas and the lower resolution rural areas?

Feb 14, 2023 9:35 AM

Answered by Greg Mauldin: The desired resolution for the 4-way oblique imagery is: Built-up Areas: 3 inches Rural Areas: 6 inches

Feb 14, 2023 12:20 PM

5. Umbrella Policy

Feb 14, 2023 11:08 AM

Question: 1. The contract states a \$5M umbrella policy is required. Will all subcontractors to the prime also be required to maintain the \$5M umbrella policy separately from the prime? Or for a lower amount? 2. Can the prime carry the umbrella policy for itself and the subs, naming the subcontractors as additional insureds?

QUESTION & ANSWER REPORT

RFP No. BC-2023-007

Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey and Planimetric and Topographic Mapping

Feb 14, 2023 11:08 AM

Answered by Melanie Hooley: Per the Agreement, Section 11F. "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."

Feb 17, 2023 1:45 PM

6. Contractor Letter of Bondability

Feb 14, 2023 12:07 PM

Question: 1. Would the County consider a Letter of Commitment from the Prime firms in lieu of the Letter of Bondability to demonstrate the dedication of the responding firms to the County's project? The Letter of Bondability (RFP Section 11.8 – page 23) will identify potential total costs for this project which may impact the qualifications-based evaluation for this RFP.

Feb 14, 2023 12:07 PM

Answered by Melanie Hooley: A Letter of Bondability is required for this project. The Letter of Bondability is not required to disclose or include the potential total costs for the project.

Feb 14, 2023 12:29 PM

7. No subject

Feb 14, 2023 12:54 PM

Question: Will the county provide the existing control points referenced in the RFP?

Feb 14, 2023 12:54 PM

Answered by Greg Mauldin: All relevant GIS reference data will be provided after the completion of the selection process to assist with contract negotiation and the development of the Scope of Services.

Feb 15, 2023 4:52 PM

8. Planimetric Datasets

Feb 14, 2023 4:13 PM

Question: We would like to request all the boundaries as well as access to existing planimetric dataset for update, so we can provide the most accurate estimate possible: • Can you provide the FDEM 5000ft x 5000ft tiles that intersect Leon County • Can you provide The Buffered Project Area (BPA) is the Leon County boundary plus a 300 foot buffer (black line in Figure 1.6.1). • Can you provide the existing Planimetrics database

Feb 14, 2023 4:13 PM

QUESTION & ANSWER REPORT

RFP No. BC-2023-007

Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey and Planimetric and Topographic Mapping

Answered by Greg Mauldin: All relevant GIS reference data will be provided after the completion of the selection process to assist with contract negotiation and the development of the Scope of Services.

Feb 15, 2023 4:52 PM

9. Attachment A Question

Feb 14, 2023 4:37 PM

Question: Attachment A Technical_Specifications_and_Deliverables.pdf: • Page 20: A bare earth DEM will be created from Lidar Class 8 points *Should this be class 2 points? There is no class 8 in Table 2.7.1.4: Classification Scheme

Feb 14, 2023 4:37 PM

Answered by Greg Mauldin: Sorry for the typo. Yes, the reference to the bare earth DEM should have said "created from Lidar Class 2 points". We are not asking for Model Keypoints (Class 8) but we are not closed to the idea either.

Feb 15, 2023 2:56 PM

10. Geoid Model Clarification

Feb 14, 2023 4:39 PM

Question: Attachment A Technical_Specifications_and_Deliverables • The document refers to using the latest Geoid model for the ground control network, then goes on to state Geoid 12B as the requirement. *We would propose the latest model, Geoid 18, be used. Could you confirm this is acceptable to Leon County?

Feb 14, 2023 4:39 PM

Answered by Greg Mauldin: Geoid 18 is acceptable.

Feb 15, 2023 2:56 PM

11. Project Prototype

Feb 14, 2023 4:40 PM

Question: Attachment A Technical_Specifications_and_Deliverables.pdf: Page 22: 2.8: Project Prototype. *Are we correct in assuming this is a typical pilot? It will be a subset delivered after the entire countywide project acquisition is complete, not tasked as a separate/stand alone acquisition project

Feb 14, 2023 4:40 PM

QUESTION & ANSWER REPORT

RFP No. BC-2023-007

Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey and Planimetric and Topographic Mapping

Answered by Greg Mauldin: Yes, your assumption is correct. The project prototype or pilot is just a few tiles to verify the deliverables and ensure everyone is on the same page. It is not an additional acquisition.

Feb 15, 2023 2:56 PM

12. No subject

Feb 14, 2023 4:40 PM

Question: What is the minimum capture size for buildings and impervious surface features in general?

Feb 14, 2023 4:40 PM

Answered by Greg Mauldin: The minimum building size for capture is 100 square feet. Unpaved roads are typically not mapped unless they are named or designed to be permanent. There are no minimum size or other constraints for mapping the remaining impervious features.

Feb 15, 2023 2:56 PM

13. No subject

Feb 14, 2023 4:41 PM

Question: Can you provide a sample of existing planimetric, hydro, contours, and breakline data?

Feb 14, 2023 4:41 PM

Answered by Greg Mauldin: All relevant GIS reference data will be provided after the completion of the selection process to assist with contract negotiation and the development of the Scope of Services.

Feb 15, 2023 4:52 PM

14. No subject

Feb 14, 2023 4:42 PM

Question: Attachment A Technical_Specifications_and_Deliverables: Page 8, 1 .6.2: Summary of Project Services and Deliverables by Year: • Year 2, (2025)(2028) : o Acquisition of Countywide Orthoimagery only o Updated planimetric layers/2D hydrography for the east half of Leon county based on the 2024 aerial imagery. *****Just once with 2024 imagery, or would do this again in 2028 with the 2027 imagery?***** o 3D Breaklines (hydroflattening and single line drains) for the east half of Leon County derived from the 2024 Lidar survey – *****Just once with 2024 lidar, or would do this again in 2028 with the 2027 lidar?***** • Year 3, (2026)(2029) o Countywide Oblique imagery collection only o Updated planimetric layers for the west half of Leon county based on the 2024 aerial imagery. *****Just once with 2024 imagery, or would do this again in 2029 with the 2027 imagery? o 3D Breaklines (hydroflattening and single line drains) for the west half of Leon County derived from the 2024 and 2027

QUESTION & ANSWER REPORT

RFP No. BC-2023-007

Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey and Planimetric and Topographic Mapping

Lidar survey, o Countywide 2-foot contours, spot elevations, and delivered as a ESRI file geodatabase.

****Is this is just one iteration in 2026 since the east/west halves of the county were spread out over 2 contract years? Or one iteration in 2026 from 2024 lidar, and one iteration in 2029 from the 2027 lidar?*

Feb 14, 2023 4:42 PM

Answered by Greg Mauldin: The RFP deliverable products were detailed for the base 3-year contract scenario (Years 1, 2, and 3). The County has the option to extend the contract for one additional 3-year period (Years 4, 5, and 6). If the contract extension is awarded, the deliverables from the initial 3-year period would be newly acquired and provided for Years 4, 5 and 6.

Feb 15, 2023 2:56 PM

15. No subject

Feb 14, 2023 4:42 PM

Question: Could you offer an estimate on the percent change on impervious surface mapping from last mapping to 2024 aerial survey?

Feb 14, 2023 4:42 PM

Answered by Greg Mauldin: All relevant GIS reference data will be provided after the completion of the selection process to assist with contract negotiation and the development of the Scope of Services.

Feb 15, 2023 4:52 PM



REQUEST FOR PROPOSAL

FOR

**AERIAL PHOTOGRAPHY, SURVEY CONTROL, AEROTRIANGULATION,
LIDAR SURVEY AND PLANIMETRIC AND TOPOGRAPHIC MAPPING**

Proposal Number BC-2023-007

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

RELEASE DATE: January 31, 2023

RFP Title: Request for Proposals for AERIAL PHOTOGRAPHY, SURVEY CONTROL, AEROTRIANGULATION, LIDAR
SURVEY AND PLANIMETRIC AND TOPOGRAPHIC MAPPING
Proposal Number BC-2023-007
Opening Date: March 2, 2023, 2:00 pm

Aerial Photography, Survey Control, Aerotriangulation, LiDar Survey and Planimetric and Topographic Mapping

1. Introduction
2. General Instructions
3. Solicitation Instructions
4. Required Certifications
5. Selection Process
6. Evaluation Criteria
7. Minority, Women, Small Business (MWSBE) Enterprise
8. Insurance Requirements
9. Terms and Conditions
10. Ethical Business Practices
11. Submittals

Attachments:

- A - Technical Specifications and Deliverables
- B - Agreement
- C - Proposal Response Cover Sheet with Signature
- D - Forms for Solicitation(with Team Summary) 2022

RFP Title: AERIAL PHOTOGRAPHY, SURVEY CONTROL, AEROTRIANGULATION, LIDAR SURVEY AND PLANIMETRIC AND TOPOGRAPHIC MAPPING
Proposal Number BC-2023-007
Opening Date: March 2, 2023, 2:00 pm

1. INTRODUCTION

1.1. Summary

Leon County, Florida is soliciting proposals from firms experienced in the acquisition of stereo aerial photography, airborne Lidar, survey control, and aerotriangulation, for high-accuracy orthoimagery and planimetric and topographic mapping. These materials and services will be used to update the existing Geographic Information System (GIS) land base of the Tallahassee-Leon County GIS Joint Project.

Please refer to **ATTACHMENT A** for Scope of Services, Technical Requirements, and Deliverables.

All surveying and mapping work performed shall meet the Standards of Practice set forth in Chapter 5J-17, F.A.C., pursuant to Chapter 472, F.S. and must be signed and sealed by a Professional Surveyor and Mapper licensed to practice in the State of Florida.

Note: Please read carefully and verify you have properly responded to each item. An incomplete response may result qualified firm not being considered.

To speed and simplify proposal evaluation, and to ensure that each proposal is reviewed consistently, all proposals must follow the format described in this section. Respondents are encouraged to submit clear and complete responses to the RFP. The Joint Project reserves the right to include any part of the selected proposal in the final contract. The following sections and content are required in each proposal:

- Introduction and Executive Summary
- Company Profile
- Organizational Structure and Key Staff Resumes
- Experience and Reference Summary
- Response to Commercial Questions
- Response to Technical Questions
- Technical Alternatives

1.2. Background

In 1990, the Leon County Board of County Commissioners (LCBCC), the Leon County Property Appraiser, and the City of Tallahassee agreed to jointly develop and implement GIS by inter-local agreement to leverage common mapping needs and resources. The Inter-local Agreement sets forth the terms and conditions of participation, as well as, the responsibilities of each of the member agencies. Throughout this document, the term "Joint Project" will be used to refer collectively to Leon County, the Leon County Property Appraiser, and the City of Tallahassee. The lead office for this procurement will be the Joint Project GIS Coordinator assigned to the Leon County OIT Department.

RFP Title: AERIAL PHOTOGRAPHY, SURVEY CONTROL, AEROTRIANGULATION, LIDAR SURVEY AND PLANIMETRIC AND
TOPOGRAPHIC MAPPING
Proposal Number BC-2023-007
Opening Date: March 2, 2023, 2:00 pm

1.3. Contact Information

Melanie Hooley

Purchasing Director

1800-3 Blair Stone Rd

Tallahassee, FL 32308

Email: hooileym@leoncountyfl.gov

Phone: [\(850\) 606-1600](tel:(850)606-1600)

Department:

Procurement

Department Head:

Melanie Hooley

Purchasing Director

1.4. Timeline

Below is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County procurement website either as a public meeting notice, or as an addendum, as applicable. It is the responsibility of the firm to register as a vendor in the County's eProcurement Portal located at <https://procurement.opengov.com/portal/leoncounty> and to click the "Follow" button on your interested projects in order to receive email notifications of changes. Ultimately, it is the responsibility of the firm and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda to the RFP, and public meetings. The main procurement website address is: <https://secure.procurenow.com/portal/leoncounty>.

Release Project Date	January 31, 2023
Question/Inquiries Deadline	February 14, 2023, 5:00pm
Opening Date	March 2, 2023, 2:00pm

RFP Title: AERIAL PHOTOGRAPHY, SURVEY CONTROL, AEROTRIANGULATION, LIDAR SURVEY AND PLANIMETRIC AND TOPOGRAPHIC MAPPING
Proposal Number BC-2023-007
Opening Date: March 2, 2023, 2:00 pm

2. GENERAL INSTRUCTIONS

Respondents are expected to examine the proposal documents carefully, including specifications, delivery schedule, freight requirements, prices and extensions and all general and special conditions of the solicitation prior to submission. In case of error in price extension, the unit price will govern. Proposals must be submitted electronically via OpenGov Procurement (formerly ProcureNow).

2.1. Special Accommodations

Any person requiring a special accommodation at a Pre-Proposal Conference or RFP opening because of a disability must call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Proposal Conference or RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

2.2. Prohibited Communications

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

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

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

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

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

2.3. Proposal Media Format (Electronic Only)

Proposals for this RFP are to be submitted electronically only, through this solicitation in OPENGOV Procurement Portal at <https://procurement.opengov.com/portal/leoncounty>.

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2.4. Proposer Registration

Proposers who obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the plan holders list for the solicitation. This list is used for communications from the County to prospective Proposers. Also, Proposers should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Proposer through the Purchasing Division may cause your submittal to be rejected as non-responsive. To Register, complete the online vendor registration process, find the opportunity of interest, and click "Follow" or "Draft Response".

2.5. Registered Plan Holders List

A plan holders list is made available via the internet lists of all registered plan holders for each bid or request for proposals. The information is available on-line at <https://procurement.opengov.com/portal/leoncounty>, by simply clicking the Followers tab for each respective solicitation. A listing of the registered vendors with their contact information is designed to assist vendors in preparation of their responses.

2.6. Errors and Omissions

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

2.7. Acceptance of County Terms

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

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3. SOLICITATION INSTRUCTIONS

3.1. Submitting Questions

Questions shall be submitted directly through the County's online e-Procurement Portal at <https://procurement.opengov.com/portal/leoncounty>. **DO NOT Email inquiries.**

Each respondent shall examine the solicitation documents carefully, including the forms and agreement; and, no later than the last day for questions listed in schedule of events, shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error discovered in the solicitation, including the agreement. The County will prepare a written response to each written question, comment, and recommendation that is delivered to the County prior to the deadline listed in the schedule of events. The County's written responses will be posted to this solicitation. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of respondent. Each respondent shall be deemed to have waived all questions, comments, and recommendations that are not submitted to the County in compliance with this section.

3.2. Addenda To Solicitation

Addenda to this solicitation will be posted to the solicitation on the e-Procurement Portal at <https://procurement.opengov.com/portal/leoncounty>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

3.3. Proposal Deadline

Proposals shall be electronically submitted (uploaded) to the solicitation on the County e-Procurement portal (<https://procurement.opengov.com/portal/leoncounty>) no later than the Opening Date (Thursday, March 2, 2023 at 2:00 pm), as identified in the Schedule of Events, to be considered.

3.4. Receipt and Opening of Vendor Responses

Vendor responses will be opened publicly at the time and place stated in the Request for Proposals. When the specified time has arrived no proposals received thereafter will be considered. At the time fixed for the opening of proposals, the bid tabulation will be made public and will be posted on the Purchasing Division website at: <https://procurement.opengov.com/portal/leoncounty>.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier. If the County rejects all Proposals submitted in response to this RFP, the rejected Proposals remain exempt from public records disclosure until the County posts an intended decision or until the County withdraws the

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reissued Proposal. Proposals received by the County pursuant to this RFP will not remain exempt for longer than twelve (12) months after the County rejects such Bids.

3.5. Timely Delivery

It is the Proposer's responsibility to assure that the proposal is submitted at the proper time and location. Electronic submissions will not be allowed through the County's e-Procurement portal once the deadline has passed.

3.6. Preparation Costs

The County is not liable for any costs incurred by Respondents prior to the issuance of an executed contract.

3.7. Reservation of Rights

The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.

3.8. Award of RFP and Protest

Award shall be made to the responsive, responsible vendor whose proposal is determined in writing to be the most advantageous to Leon County, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation criteria that are not included in the Request for Proposal. The County reserves the right to waive any minor irregularity in proposals and to make an award in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at:

<https://procurement.opengov.com/portal/leoncounty> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Any award recommendation may be protested on the grounds of irregularities in the specifications, procedure, or the evaluation of the proposal. Such notice of an intent to protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. The notice of protest shall contain at minimum: the name of the Protestor; the Protestor's address and phone number; the name of the Protestor's representative to whom notices may be sent; the name and bid number of the solicitation; and a brief factual summary of the basis of the protest. Failure to file a notice of an intent to protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section.

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3.9. Performance Bond

A Performance Bond in the amount of 100% of the estimated project cost 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.

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4. REQUIRED CERTIFICATIONS

4.1. Licenses and Certifications

The respondent shall be responsible for obtaining and maintaining throughout the contract period any licenses required pursuant to the laws of Leon County, the City of Tallahassee, the State of Florida, or the Federal government.

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

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

4.2. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statute for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

4.3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

4.4. Unauthorized Alien(s)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

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4.5. Employment Eligibility Verification

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the “Memorandum of Understanding” governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify “‘Edit Company Profile’ screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

4.6. Local Preference in Purchasing and Contracting

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

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2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in the amount of three percent.
 3. For the purposes of this section, "home office" shall mean a business's principal office or headquarters constituting the center for administration and policymaking.
- B. Local business definition. For purposes of this section, "local business" shall mean a business which:
1. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 2. Holds any business license required by Leon County, and, if applicable, the City of Tallahassee; and
 3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- C. Certification. Any vendor claiming to be a local business as defined herein, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements set forth above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

4.7. Drug Free Workplace Requirements

All vendors in accordance with Florida Statute 287.087 must certify the following actions:

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

Vendor must confirm compliance with this requirement in the [Required Submittals](#) section of your response.

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4.8. Equal Opportunity/Affirmative Action Requirements

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

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

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

4.9. Scrutinized Company Certification

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with Leon County for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.4725, Florida Statutes, or with companies engaged in business operations in Cuba or Syria.

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5. SELECTION PROCESS

5.1. Evaluation Committee

The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review and evaluate all proposals received on time. Any firm determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings.

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

Notice of all meetings shall be posted on the Purchasing Division website at: <https://procurement.opengov.com/portal/leoncounty> and in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays).

5.2. Initial and Final Ranking

The initial ranking of proposals is based upon the points given in the Scoring Sheet utilizing the Evaluation Criteria Matrix. The scores will be provided by the Purchasing Division for Local preference. The initial scores will be used for the short-listing selection and as a potential tie-breaker by the Evaluation Committee. However, the Evaluation Committee may use the initial ranking as the final ranking recommendation without utilizing the presentation and interview process.

5.3. Optional Short-listing

The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the Weighted Scoring Sheet. At the option of the Evaluation Committee, no more than the top four rated firms for each specialized service, if there are at least four responsive respondents, will be considered as the short-listed firms, unless the County Administrator, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.

5.4. Optional Presentations/Interviews and Final Ranking

After reviewing the applicants in each category and their initial ranking, the Evaluation Committee may request formal interviews for some or all of the applicant categories. The selected firms for interview will receive notification, including questions to be addressed during interview. The committee shall utilize the Ordinal Process Rating System to rank the firms and shall list respondents in order of preference. The list of best-qualified firms, along with the number of firms to include in each category, shall be forwarded to the County Administrator or Board, as appropriate, for approval prior to beginning contract negotiations. Negotiation sequence shall be based on the order of preference.

5.5. Recommendations

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

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5.6. Negotiations with Most Qualified Firm

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

5.7. Negotiations with Second and Third Most Qualified Firm

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

5.8. Negotiations with Additional Firms

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

5.9. Truth in Negotiation

The County shall negotiate a contract with the most qualified Consultant for professional services at compensation which the County determines is fair, competitive, and reasonable. In making such determination, the County shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR (\$195,000), the County shall require the Consultant receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting.

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6. EVALUATION CRITERIA

Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria

Proposals will be evaluated and ranked on the basis of the following considerations:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Technical Approach Shall consider the following criteria: The Soundness and pertinence of Respondent's technical approach, especially in terms of the spatial accuracy of the resulting products. This includes the Respondent's demonstrated understanding of the requirements for each element of the project from planning through product delivery, with particular attention to positional control, sensor calibration and accuracy assessment and internal quality assurance checks	0-5 Points	30 (30% of Total)
2.	Experience Shall consider the following criteria: Proven success in projects of similar size and scope	0-5 Points	15 (15% of Total)
3.	Company Shall consider the following criteria: Stability of the company and adequacy of production facilities	0-5 Points	10 (10% of Total)
4.	Staffing Shall consider the following criteria: Qualifications of project personnel	0-5 Points	10 (10% of Total)
5.	LiDAR Experience Shall consider the following criteria: LiDAR mapping experience and demonstrated accuracy levels	0-5 Points	10 (10% of Total)
6.	Equipment Shall consider the following criteria: Quality of aircraft and aerial mapping system proposed.	0-5 Points	10 (10% of Total)

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7.	<p>Alternative Approaches Shall consider the following criteria:</p> <p>Applicability/Advantages of the alternative approaches/procedures to achievement of project objectives, (this includes the ability to demonstrate creativity in alternatives, deliverables and flexibility in providing options in product deliverables to the Joint Project)</p>	0-5 Points	10 <i>(10% of Total)</i>
8.	<p>Local Preference Points for Local Preference will be awarded as follows:</p> <ul style="list-style-type: none"> A. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of five percent (five (5) points out of the 100 maximum points allowed); and B. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which have been certified by the Leon County Purchasing Division as a Local Business, as set forth in this RFP, shall be given a preference in the amount of three percent (three (3) points out of the 100 maximum points allowed); and C. All other individuals or firms shall be given zero (0) points for Local Preference. <p>For the purposes of this section, "home office" shall mean a business's principal office or headquarters constituting the center for administration and policymaking.</p>	0-5 Points	5 <i>(5% of Total)</i>

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7. MINORITY, WOMEN, SMALL BUSINESS (MWSBE) ENTERPRISE

7.1. Overview for Projects Without a Specific MWSBE Goal

This solicitation does not have a project specific goal for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at Lraffington@oevforbusiness.org OR Shanea Wilks of the MWSBE Division at Swilks@oevforbusiness.org. A directory of certified MBE and WBE firms is available on the OEV website: <https://oevforbusiness.mwsbe.com>.

Certified MBE and WBE firms may participate by providing goods or services in support of the project as subcontractors or subconsultants identified on the [Respondent and Team Summary Form](#).

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8. INSURANCE REQUIREMENTS

8.1. Overview

Bidders' attention is directed to the insurance requirements set forth in Section 11 of the Agreement contained in the "Attachments" section of this solicitation. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder will be disqualified from award of the contract.

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

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9. TERMS AND CONDITIONS

9.1. Standard Terms and Conditions

The terms and conditions associated with this solicitation are as set forth in the Agreement contained in the "Attachments" section of this solicitation. After the proposal award the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

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

9.2. Travel Expenses

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

9.3. Penalties

PROPOSALS MAY BE REJECTED AND/OR BIDDER(S)/PROPOSERS DISQUALIFIED FOR THE FOLLOWING REASONS:

- A. Failure to perform according to contract provisions.
- B. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- C. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- D. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- E. Other reasons deemed appropriate by the Board of County Commissioners.

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10. ETHICAL BUSINESS PRACTICES

10.1. Gratuities

It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

10.2. Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

10.3. Board Action

The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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11. SUBMITTALS

11.1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

☐ Please confirm

*Response required

11.2. Human Trafficked Labor*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

☐ Please confirm

*Response required

11.3. Drug-Free Workplace Certification*

As the person authorized to confirm this statement on behalf of this firm, I certify that this firm complies fully with DRUG-FREE WORKPLACE Florida Statute 287.087. See section titled Drug-Free Workplace Requirements for details.

☐ Please confirm

*Response required

11.4. Scrutinized Company Certification*

As required by Florida Statutes, section 287.135(5) I certify that the firm is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

☐ Please confirm

*Response required

11.5. Additional Requirements*

This firm certifies the understanding that all surveying and mapping work performed shall meet the Standards of Practice set forth in Chapter 5J-17, F.A.C., pursuant to Chapter 472, F.S. and must be signed and sealed by a Professional Surveyor and Mapper licensed to practice in the State of Florida

☐ Please confirm

*Response required

11.6. Performance Bond*

A Performance Bond will be required for this project of the awarded proposer. Please confirm.

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☐ Please confirm
*Response required

11.7. Proposal Response Cover Sheet with Signature*

Please ensure the document has a manual signature.

*Response required

11.8. Contractor Letter of Bondability*

Submit a Letter of Bondability that states your company in good standing with a surety and has the capacity to bond 100% payment and performance for the amount of this project. The letter must be on Surety company letterhead.

*Response required

11.9. RFP Response - Introduction and Executive Summary - Tab 1*

An Executive Summary should be prepared describing the major facts or features of the Proposal, including any conclusions, assumptions, and generalized recommendations the Respondent desires to make. The length of the Executive Summary should be brief, no more than two (2) pages. It should be designed specifically for those individuals that may not have a technical background.

*Response required

11.10. RFP Response - Company Profile - Tab 2*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

Provide the following information about your firm. If you are proposing to subcontract some of the proposed work to another firm, similar information must be provided for each subcontractor. The length of the Company Profile Information should be no more than one (1) page per firm.

- 1) Firm name and business address, including telephone number and facsimile numbers.
- 2) Year established (include former firm names and year established, if applicable)
- 3) Type of ownership and parent company, if any
- 4) Indication of whether the firm is licensed to do business in the State of Florida
- 5) Address and telephone number of production facility(s) where the work is to be accomplished (if different than Item 1 above). Also include project manager's name, address, and telephone number, if different from Item 1.

*Response required

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11.11. RFP Response - Organizational Structure and Key Staff Resumes - Tab 3*

Describe your firm's organizational structure. Discuss how you anticipate organizing your team for this project. Provide a listing of key project team members that will be involved. Provide resumes for the project manager and other key managerial staff and technical information including work experience and education. It will be required that the key people proposed for the project actually participate. If subcontractors are to be used, the same information should be provided for each subcontracting firm.

*Response required

11.12. RFP Response - Experience and Reference Summary - Tab 4*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

Provide the following information relative to your firm's experience and references. If a subcontractor is being used, similar information must be provided. Briefly summarize your firm's experience and relate its relevance to this project in terms of technical scope, workflows, project deliverables, etc. Respondents should specifically address their experience with surveying, aerial image acquisition for large-scale mapping, AGPS and IMU processing and aerotriangulation. Include experience with Lidar project planning, system calibration, data acquisition and point cloud classification. Also provide experience with the breakline generation from Lidar for use in bare earth DEMs.

- 1) Project name
- 2) Name and address of client
- 3) Client contact person (name/position/current phone number)
- 4) Period of contract
- 5) Description of services provided
- 6) Amount of contract
- 7) Status and comments.

Respondents are encouraged to focus their experience summary primarily on those projects that are similar to or larger than the project area of interest of this project, as well as similar to this project in terms of product deliverables and specifications scope than the Joint Project effort. In addition, Respondents are encouraged to cite those projects in which members of the proposed project team have taken part.

*Response required

11.13. RFP Response - Response to Commercial Questions - Tab 5*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

In the response, please include the question preceding each answer. Where applicable, provide information for each subcontractor. Answers shall be direct and specific.

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- 1) Who will serve as the Contractor's authorized negotiator? Give name, title, address, and telephone number of the Respondent's authorized negotiator. The person cited shall be empowered to make binding commitments for the firm and its subcontractors, if applicable.
- 2) What is the potential impact of current workload on the proposed project? Cite specifically all major photogrammetric and/or LiDAR mapping projects that require significant commitments of equipment and staff. Discuss, in practical terms, the impact of such commitments on your ability to complete the project as proposed and scheduled.
- 3) What exceptions are taken to the General Terms and Conditions contained in this RFP?
- 4) What specific information do you need from the Joint Project before commencing contract negotiations?

*Response required

11.14. RFP Response - Response to Technical Questions - Tab 6*

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

In the response, please include the question preceding each answer. Where applicable, provide information for each subcontractor. Answers shall be direct and specific, and thorough.

1) What is the proposed technical plan of operations?

In the response, include a detailed description of the key steps. Note specifically any operational details that may differentiate your technical procedure from other firms. Begin with the contract negotiation phase and continue through delivery of final products. Specifically include in your technical plan of operations your approach in completing the following production steps:

- Ground control reconnaissance and targeting
- Flight planning
- Sensor calibration processes, especially boresighting
- AGPS/IMU processing IMU (imagery and Lidar), along with the ground control point network (imagery), ground control/calibration base stations (imagery and Lidar), and FPRN ties.
- Aerial photography / imaging systems
- Aerotriangulation processes relevant to the airborne systems proposed along with the accuracy that you are expecting to achieve
- Initial QA/QC and verification steps used to validate the imagery and LiDAR data collection
- LiDAR post processing, calibration techniques, filtering and classification techniques
- Orthoimagery production
- Vertical and horizontal accuracy assessments
- Breakline compilation techniques
- Planimetric mapping

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In the technical plan of operations, Respondents should note specifically any operations, methods, or equipment that are included or excluded that may differentiate your technical procedures from others. The quality control process should include internal QA/QC checks during all phases of the project planning, image and LiDAR data acquisition, data processing and final product delivery. A clear and detailed treatment of a firm's quality control practices is of great importance in evaluating the responses. **The Respondent is encouraged to provide data samples, publications, or other documentation sources from past projects that demonstrate the data quality and achievable accuracies for all methods and products proposed.**

2) What equipment and software are to be used?

Describe the equipment (hardware and software) you propose to use for each of the major steps in the production process. This includes AGPS and IMU data acquisition and processing, imagery and LiDAR data post processing, aerotriangulation software, LiDAR filtering software, photogrammetric / data capture environment, QA/QC, and the GIS final processing environment. Specify manufacturer/model of equipment and software version where appropriate. Relate the equipment and software to the tasks identified in the technical plan of operations, and the project schedule.

3) Describe the approach to be used for controlling the exterior orientation of the imagery and the Lidar. Include AGPS/INS trajectory corrections, NGS published benchmarks, the ground-based control (control point survey and ground GNSS base stations) and the FPRN.

Clearly state the expected RMSE_x and RMSE_z of the ground control point survey, the independent checkpoint survey and aerotriangulation within the context of delivering orthoimagery and Lidar that meet or exceed the specifications defined in this Proposal. Submit an aerotriangulation report that documents the accuracy of the image geometry and the derived RMSE values for the ground coordinates in X, Y and Z

4) Describe the technical methodology for any of the Options included in the proposal.

If proposing process or product options (such as UAS solutions for localized change detection, higher resolution orthoimagery, Year 1 – Year 2 change detection updates to the planimetric data, using AI techniques for feature extraction, 3D imagery mesh products, 3D building production, etc). provide a detailed description of techniques used. Include data collection, processing workflow and software.

5) What is the project delivery schedule?

Prepare a detailed schedule that describes the tasks included within the Technical Plan of Operations including periodic reporting or review points, delivery dates, and other milestones.

6) Are there any technical and procedural concerns that may influence the proposed project?

Describe any anticipated technical difficulties.

7) What technical and production support will you require of the Joint Project?

Based on your technical plan of operations, and previous project experience, explain when and where you will require support from Joint Project personnel.

8) Oblique Imagery and Associated Orthomosaic

Describe your plan for delivering oblique imagery and associated orthomosaic specified in Attachment 1, Section 1.6.2 at the top of Page 9. Will your firm produce the imagery or will the data be provided by a third-party subcontractor?

*Response required

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11.15. RFP Response - Technical Alternatives - Tab 7*

Proposals should include creative alternatives in technical approaches and flexibility and creativity in the offering of product deliverables that may be of interest to the Joint Project. Of particular interest are proposals image acquisition and topographic mapping solutions that allow targeted updates to the aerial base map in Years 2 and 3, in order to reflect construction activity that has been completed since the initial 2024 flight. Examples could include may include UAS solutions, or AI -based feature extraction

*Response required

11.16. Additional Forms to Fill Out and Submit - Tab 8*

Submit the items on the following list and any other items required by any section of this Invitation for Bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

Please see [Attachments](#) for all the necessary forms for the bidder to complete for this solicitation. Failure to complete or attach the necessary forms **will** result in the bidder being deemed nonresponsive.

- Respondent and Team Summary Form
- Affidavit Immigration Laws
- Equal Opportunity and Affirmative Action Statement
- Identical Tie Bid Statement
- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Insurance Certification Form
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

*Response required

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

ATTACHMENT A

**AERIAL PHOTOGRAPHY, SURVEY CONTROL,
AEROTRIANGULATION, LIDAR SURVEY, AND
PLANIMETRIC AND TOPOGRAPHIC MAPPING**

Scope of Services and Technical Requirements

ACRONYMS AND ABBREVIATIONS

3DEP	3D Elevation Program
AGPS	Airborne GPS
ANF	Apalachicola National Forest
AOI	Area of Interest
ASPRS	American Society for Photogrammetry and Remote Sensing
BPA	Buffered Project Area
CORS	Continuously Operating Reference Stations
DEM	Digital Elevation Model
DTM	Digital Terrain Model
ESRI	Environmental Systems Research Institute, Inc
F.A.C.	Florida Administrative Code
FDEM	Florida Division of Emergency Management
FDOR	Florida Department of Revenue
FDOT	Florida Department of Transportation
FGCC	Federal Geodetic Control Committee
FGDC	Federal Geographic Data Committee
FPRN	Florida Permanent Reference Network
F.S.	Florida Statutes
FTA	FDEM Tile Area of Interest
GNSS/INS	Global Navigation Satellite System/Inertial Navigation System
GSD	Ground Sample Distance
IMU	Inertial Measurement Unit
ISO	International Organization for Standardization
LAS	Lidar file format and extension
LCBCC	Leon County Board of County Commissioners
LIDAR	Light Detection and Ranging
NAD 83	North American Datum of 1983
NAVD 88	North American Vertical Datum of 1988
NGRS	National Geodetic Reference System
NGS	National Geodetic Survey
NIR	Near Infrared
NSRS	National Spatial Reference System
NVA	Non-vegetated Vertical Accuracy

ACRONYMS AND ABBREVIATIONS (continued)

OIT	Office of Information Technology
OPUS	Online Positioning User Service
PDOP	Position Dilution of Precision
QA/QC	Quality Assurance/Quality Control
RMSE	Root Mean Square Error
RMSEr	Root Mean Square Error in the radial direction (X and Y)
RMSEz	Root Mean Square Error in the Z direction
SOW	Scope of Work
VVA	Vegetated Vertical Accuracy
USGS	United States Geological Survey

SECTION 1: INTRODUCTION

1.1: Project Summary

Leon County, Florida is soliciting proposals from firms experienced in the acquisition of stereo aerial photography, airborne Lidar, survey control, and aerotriangulation, for high-accuracy orthoimagery and planimetric and topographic mapping. These materials and services will be used to update the existing Geographic Information System (GIS) land base of the Tallahassee-Leon County GIS Joint Project.

The project is budgeted annually, with the intent completing the acquisition and delivery of all products within 3 years.

1.2: Background

In 1990, the Leon County Board of County Commissioners (LCBCC), the Leon County Property Appraiser, and the City of Tallahassee agreed to jointly develop and implement GIS by inter-local agreement to leverage common mapping needs and resources. The Inter-local Agreement sets forth the terms and conditions of participation, as well as, the responsibilities of each of the member agencies. Throughout this document, the term "Joint Project" will be used to refer collectively to Leon County, the Leon County Property Appraiser, and the City of Tallahassee. The lead office for this procurement will be the Joint Project GIS Coordinator assigned to the Leon County OIT Department.

1.3: Leon County Characteristics And Landcover

Leon County covers approximately 702 square miles in north central Florida, (Figure 1.3.1), with a population of 291,863 (2020 Census). The City of Tallahassee is the capital city of Florida has a population of 196,169 (2020 Census) and covers approximately 105 square miles roughly in the center of Leon County, (Figure 1.3.2). Elevations in Leon County range from about 5 ft to 280 ft. The terrain varies from low-lying, level ground, to rolling hills. Except for the southwest portion of Leon County, the topography and hydrology are heavily influenced by the presence of karst features.

A large portion of northern and central Leon County is characterized by rolling clay hills. This area has significant number of generally larger karst depressions, but also has the majority of the surface drainage found in Leon County. The upland vegetation includes open pine forest, dense mixed pine-hardwood forests, ruderal mixed forest / shrub, and dense pine plantations. Wetland forest types include cypress and black gum swamps and bottomland hardwood forests. There are numerous lakes, many of them large, often with large areas of floating vegetation. Lakes are often ringed with marsh grasses or shrubs, or by wetland forests. Elevations range from 45 – 280 ft. The southeastern and south-central portions of Leon County are characterized by sandhill regions or low-lying karst plain. The topography is dominated by karst depressions with very little surface drainage. There are numerous waterbodies but very few streams. The waterbodies are mostly sandhill lakes and temporary ponds. There are countless isolated cypress and blackgum swamps. Elevations range from 10 – 90 ft. The southwest portion of Leon County is mostly part of the Apalachicola National Forest, (ANF). There are relatively few karst features. The hydrology is mostly surface drainage from large swamp systems. The topography is relatively flat. The uplands are vegetated by longleaf pine or slash pine flatwoods, sometimes with dense understory of gallberry or saw palmetto. The wetland areas are mostly large cypress / gum swamps or titi strands along drainage courses.

Figure 1.3.1: General Location of Leon County, Florida

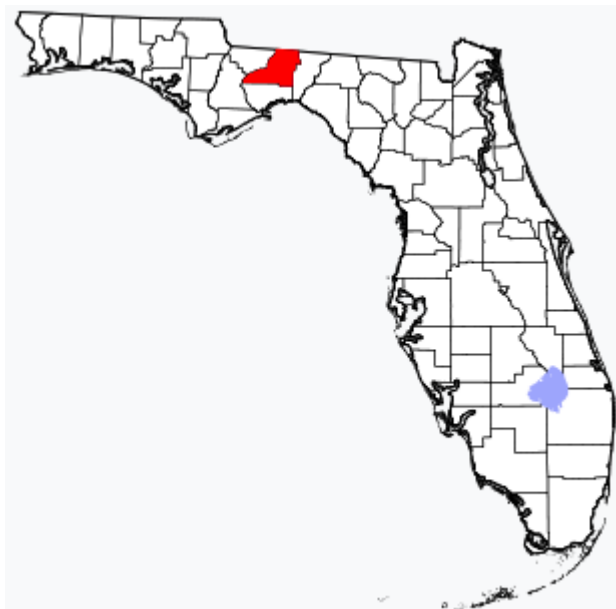
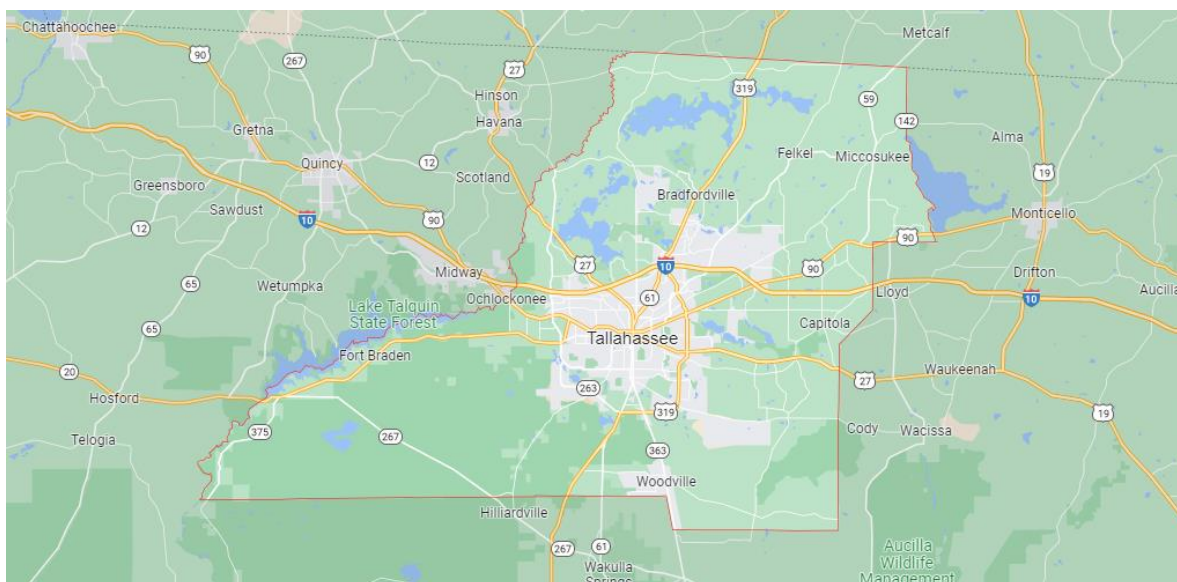


Figure 1.3.2: Leon County and the City of Tallahassee, Florida



1.4: Existing Aerial Basemap

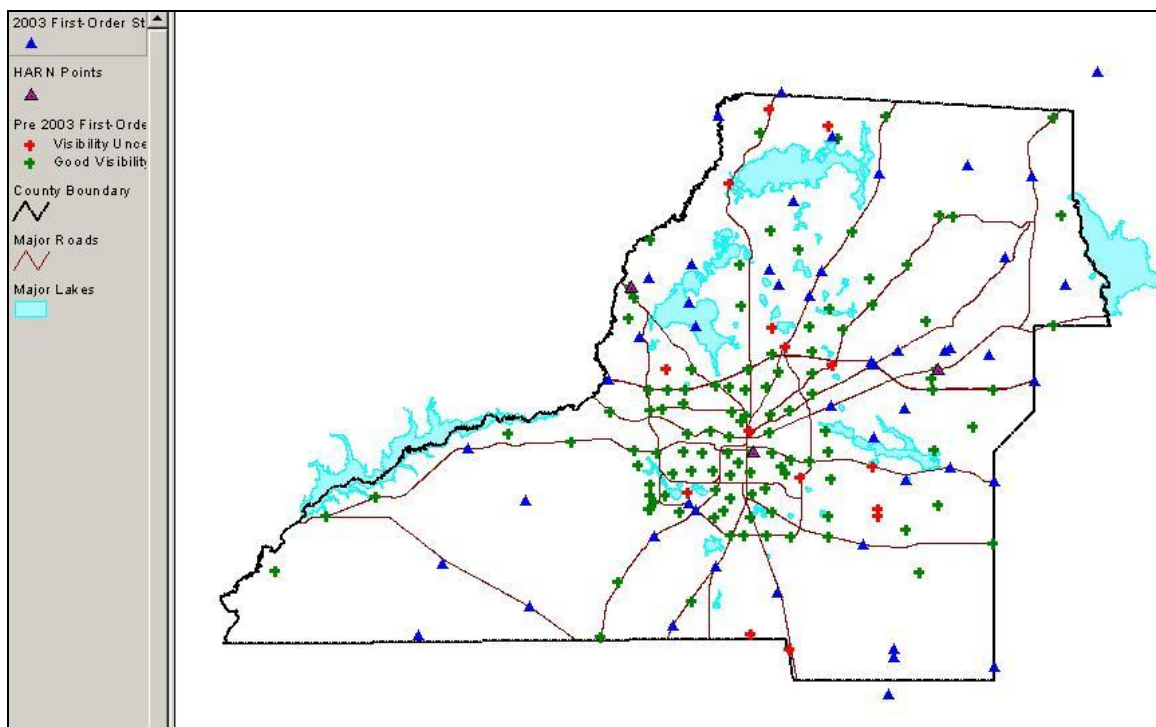
The current orthoimagery and planimetric data dates from 2021 and the topographic data from 2018 and 2021. The aerial mapping data layers that comprise the TLCGIS Basemap are:

- 6-inch resolution 4-band orthoimagery,
- Planimetric data including impervious surfaces
- Hydrography (lines and polygons)

- QL0 (2018) and QL1 2020) Classified LiDAR point cloud (LAS1.4)
- Topographic breaklines
- 2.5 ft resolution bare earth DEM
- 2.5 ft resolution Lidar Intensity images
- 2-ft contours
- Spot elevations

Currently the spatial reference system utilized by the Joint Project is the National Geodetic Survey (NGS) National Spatial Reference System, (NSRS). The horizontal datum is the North American Datum 1983 (2011). The coordinate system is Florida State Plane, North Zone (903). The vertical datum is North American Vertical Datum of 1988, Geoid 12B.

Figure 1.4.1: Distribution of Leon County Geodetic Control Network



The horizontal control network established by the Joint Project (Figure 1.4.1) was densified in 2003.

1.5: Survey Control Network

Figure 1.4.1 shows the permanent geodetic control network of horizontal and vertical control stations for Leon County and are published in the National Geodetic Survey (NGS) National Geodetic Reference System (NGRS) database. These data sheets may be accessed through NGS Data Explorer at <https://geodesy.noaa.gov/>. Also available from the NGS Data Explorer is OPUS, Benchmarks, Coordinate Conversion and transformation, CORS, and information on the new datums.

All surveying and mapping work performed shall meet the **Standards of Practice** set forth in **Chapter 5J-17, F.A.C.**, pursuant to **Chapter 472, F.S.** The preferred method for establishing new ground control for aerotriangulation, as well as, independent checkpoints for horizontal accuracy assessment is to use GNSS techniques to survey horizontal and vertical positions on well-defined photo-identifiable points. Photo identifiable locations with a vertical component can be used for testing the NVA accuracy of the Lidar. Additional independent NVA checkpoints can be located at non-photo identifiable locations of appropriate surface types. Independent checkpoints for VVA accuracy assessment shall be placed in locations of appropriate landcover conditions.

1.6: Scope Of Services

The stereo imagery and LiDAR survey should be acquired between January 10, 2024 and February 10, 2024, and January 10, 2027 and February 10, 2027. The preference is to capture 4-band (RGB and CIR) stereo imagery using an airborne platform. The LiDAR survey will be acquired simultaneously (or nearly so) for updating the Joint Project DTM. The Joint Project does not specify a given sensor platform or methodology. All mapping product deliverables for this 3-Year project will be derived from these two data sources.

A Scope of Work (SOW) will be developed with the successful firm for each year of the 3-Year contract. As the project progresses, the SOW may be amended to accommodate changes to products and services, workflow changes or changes in schedule. Any changes to the SOW will be made by mutual agreement between the Joint Project and the contracted firm, including changes in cost, if any.

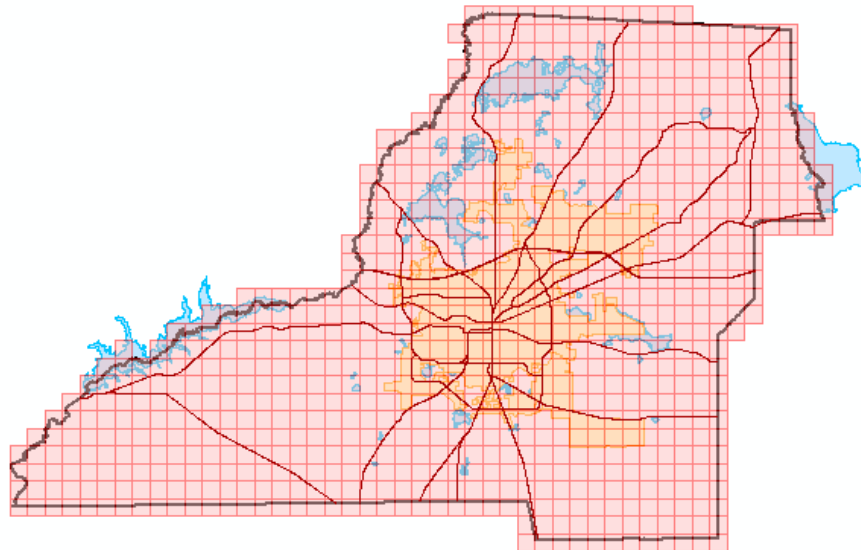


Figure 1.6.1: Proposed Mapping Areas of Interest

1.6.1: Mapping Areas of Interest:

The two different project areas of interest (AOI) for this project are shown in Figure 1.6.1

1. FDEM Tile AOI: The FDEM Tile AOI (FTA) is shown in pink in Figure 1.6.1. The aerial imagery

acquisition, Lidar acquisition and the orthoimagery shall fully cover all of the FDEM 5000ft x 5000ft tiles that intersect Leon County. This extends orthoimagery coverage into the surrounding counties to facilitate integration into the Florida County Option Orthophotography Program managed by FDOR and FDOT. The portion of the Lidar that falls within the FDEM Tile AOI and outside the Buffered Project Area (BPA) shall be classified only for bare earth and will be used for orthoimage production within FDEM tiles along the Leon County border.

2. Buffered Project Area: The Buffered Project Area (BPA) is the Leon County boundary plus a 300 foot buffer (black line in Figure 1.6.1). The BPA delineates the area for the detailed mapping for this project. The BPA includes the classified Lidar point cloud and all of the planimetric and topographic mapping products prescribed in this proposal, as well as the surveyed ground control points and independent checkpoints.

Because the funding for the project is allocated annually in equal increments over a three year contract period, data acquisition and the project deliverables are allocated to a given year. A general List of the services and product deliverables by year is given below:

1.6.2: Summary of Project Services and Deliverables by Year

Year 1, (2024)(2027)

1. Acquisition of countywide 4-band aerial imagery
2. Countywide LiDAR survey
3. 4-Band orthophotography delivered by tiles (as referenced above)
4. Classified LiDAR point cloud data
5. Adjusted survey networks for ground control for aerial imagery, independent checkpoints for horizontal and vertical accuracy assessments (orthoimagery Lidar, and bare earth DEM), and ground-based GNSS base stations used for control and/or calibration

Year 2, (2025)(2028)

1. Acquisition of countywide 4-band aerial imagery
2. Countywide orthoimagery. (Sensor and image products to be proposed by Respondent)
3. Updated planimetric layers for the east half of Leon county based on the 2024 aerial imagery. New or changed features will be captured using stereo compilation and delivered as seamless ESRI file geodatabase feature classes. To clarify the desired scope regarding planimetric features, the Joint Project wishes to leverage previously mapped vector planimetric features through a change-detection process, except for the 2D hydrography. All 2D hydrographyrelated deliverables should be compiled anew.
4. 3D Breaklines (hydroflattening and single line drains) for the east half of Leon County derived from the 2024 Lidar survey

Year 3, (2026)(2029)

1. Countywide Oblique imagery: The Joint Project wished to procure high-resolution, 4-way oblique imagery in the built-up areas and 4-way lower –resolution oblique imagery in the rural areas. Also to be delivered is a direct-georeferenced orthomosaic derived from the 2026 and 2029 imagery
2. Updated planimetric layers for the west half of Leon county based on the 2024 aerial imagery. New or changed features will be captured using stereo compilation and delivered as seamless ESRI file

geodatabase feature classes. To clarify the desired scope regarding planimetric features, the Joint Project wishes to leverage previously mapped vector planimetric features, except for the 2D hydrography, through a change-detection process. All 2D hydrographic-related deliverables should be compiled anew.

3. 3D Breaklines (hydroflattening and single line drains) for the west half of Leon County derived from the 2024 and 2027 Lidar survey, and delivered as an ESRI file geodatabase.
4. 2.5 ft resolution DEM created from the 2024 Lidar survey and the associated breaklines.
5. Countywide 2-foot contours, spot elevations, and delivered as a ESRI file geodatabase. There is no desire to leverage existing topographic data. All topographic products should be recompiled anew

All data will be delivered in Florida State Plane North Zone. The horizontal datum to be used is NAD83 NSRS 2011, assuming this remains the current official datum for the continental United States. and the vertical datum to be used is and NAVD 1988, Geoid 12B or Geoid 18. The map units are in feet. All orthoimagery, except for the Year 3 Pictometry orthomosaic, must meet the American Society for Photogrammetry and Remote Sensing (ASPRS) Class I (both horizontal and vertical) Standards for Large Scale Mapping at a base scale of 1:1200, (1 inch = 100 feet).

1.6.3: General Overview of Specifications for Deliverables

Final Adjusted Networks of Ground Control Points and Independent Checkpoints:

- Photo identifiable points (reoccupation of pre-existing points, or newly established)
- RMSE must meet or exceed three times the accuracy specification for the orthoimage mosaic
- Delivered as an ESRI feature class and Excel spreadsheet

6-inch Resolution 4-Band Year 1 and Year 2 Orthoimagery:

- Horizontal Accuracy Requirement: Meet or exceed the requirements for 15 cm resolution with an RMSE_{x,y} of 2-pixels (standard mapping and GIS work) as defined in Table B.5 of ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, November 2014.
- Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903), Map Units: Feet
- Spatial Resolution: 6 inch
- Image Format: GeoTIFF
- Metadata: ISO 19115-2, Schema ISO-19139

Classified Lidar Point Cloud:

- Governing Specification: USGS 3DEP Lidar Base Specification 2022, Revision A
- Quality Level: QL-1
- Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903), Map Units: Feet
- Metadata: ISO 19115-2, Schema ISO-19139

Lidar Intensity Rasters:

- Spatial Resolution 2.5 ft, Image Format: GeoTIFF, Metadata: ISO 19115-2, Schema ISO-19139

Breakline Data:

- Hydroflattening breaklines: All lakes, ponds and islands 0.25 acres or larger
- Double line monotonic flattening breaklines: Watercourses greater than 8 feet wide
- Single line monotonic breaklines: Watercourses less than 8 feet wide
- Vertical accuracy: Properly fit the bare earth Lidar to avoid artifacts due to Z-value offsets
- Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903), Map Units: Feet

- Metadata: ISO 19115-2, Schema ISO-19139

Planimetric Data: Buildings, Road Edges, Bridges, Impervious Surfaces, and Hydrography

- Horizontal Accuracy Requirement: Meet or exceed 1 Foot RMSE_{x,y}, (2.4 ft NSSDA 95% Confidence Level) as defined in Table B.6 of ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, November 2014
- Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903)
- Map Units: Feet
- Metadata: ISO 19115-2, Schema ISO-19139

The remaining sections of the RFP are dedicated to the response requirements and the desired data deliverables. Section 2 describes the format and content required for all for all valid responses. Section 3 provides a detailed discussion of the target specifications of the orthoimagery, LiDAR, planimetric data layers, and the topographic data layers. Section 4 describes the project prototype to be conducted with the contracted firm. Section 5 details the format of the products to be delivered.

SECTION 2: PROJECT SPECIFICATIONS

2.1: Project Spatial Reference:

The spatial reference system utilized by the Joint Project is the National Geodetic Survey (NGS) National Spatial Reference System, (NSRS). All survey data and mapping products shall be referenced to the most current national datum, which is currently:

Horizontal Datum: North American Datum 1983 (2011)

Coordinate System: Florida State Plane, North Zone (903), units feet

Vertical datum is North American Vertical Datum of 1988, units feet

Geoid: 12B

2.2: Statutes And Guidelines For Surveying And Mapping

All surveying and mapping work performed shall meet the **Standards of Practice** set forth in Chapter 5J-17, F.A.C., pursuant to Chapter 472, F.S. and must be signed and sealed by a Professional Surveyor and Mapper licensed to practice in the State of Florida

The orthoimagery will be submitted to The Florida Department of Revenue (FDOR) for inclusion in the Florida County Orthophotography Program. The Florida DOT performs a rigorous assessment of the imagery prior to acceptance. In addition to other specification requirements, the orthoimagery must conform the standards and guidelines provided in the following document (or most recent version published by FDOT: Florida County Digital Orthophotography Program Standards, October 1, 2021. The link to the document is here:

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/geospatial/documentsandpubs/florida-orthoimagery-standards.pdf?sfvrsn=2141b476_4

2.3: Positional Control And Independent Checkpoints

2.3.1: Adjusted Ground Control Network

Sufficient ground control shall be used to ensure that the orthomosaic will meet or exceed ASPRS Accuracy Standards, (see Section 3.5, page 22). In addition to the NGS geodetic control network referenced in Figure 1.4.1 on page 9, the Joint Project has a network of approximately 60 ground control points that have been used for previous orthoimagery projects. These points are surveyed photo identifiable locations collected using GNSS techniques and are distributed across Leon County. These can be reoccupied or new photo identifiable locations established using GNSS techniques. If real-time methods are used, a minimum of two observations at least one hour apart are required. If the survey mark for recovered points are not visible, or if points are newly established, the photo control point positions shall be identified in the field by a survey mark. Unless otherwise approved, the adjusted ground control network must have redundant ties to the FPRN and include at least 6 published NGS benchmarks to ensure accurate elevations can be computed from GNSS measurements through the local network adjustment using the latest Geoid model. Per ASPRS accuracy standards, the accuracy of the ground control network must meet or exceed 3 times the accuracy of required RMSE of the orthomosaic.

The final adjusted ground control network shall be delivered as an Excel spreadsheet and as an ESRI feature class. The attribute table will have the following information:

Point ID, Latitude, Longitude, Ellipsoidal Height (meters), Northing (feet), Easting (feet), Orthometric Height (feet), Radial Error, and Z Error.

A template attribute table schema is shown in Table 3.3.1.1 below:

Table 2.3.1.1: Example Schema Template for Ground Control Points

	Geographic Coords			Projected Coords (US Feet)			Error: specify RMSE or NSSDA 95%	
GCP-ID	Lat	Long	Ellip-Ht (m)	Northing	Easting	Ortho-Ht	Error _r	Error _z

2.3.2: Adjusted Independent Checkpoint Network

The Joint Project has an adjusted network of approximately 90 NVA and 99 VVA independent checkpoints, distributed across Leon County, collected using GNSS techniques, that have been used for previous orthoimagery and Lidar mapping projects. Some of the NVA points are surveyed photo identifiable locations and have been used for horizontal orthoimage checkpoints and well as for Lidar NVA checkpoints. Other NVA checkpoints are located at non-photo identifiable locations for use as Lidar NVA checkpoints on nonpaved NVA surfaces. The VVA checkpoints are located in various vegetated landcover types for Lidar VVA accuracy assessment.

These can be reoccupied or new photo identifiable locations established using GNSS techniques. If real-time methods are used, a minimum of two observations at least one hour apart are required. If the survey mark for recovered points are not visible, or if points are newly established, the photo control point

positions shall be identified in the field by a survey mark. Unless otherwise approved, the adjusted ground control network must have redundant ties to the FPRN and include at least 6 published NGS benchmarks to ensure accurate elevations can be computed from GNSS measurements through the local network adjustment using the latest Geoid model. Per ASPRS accuracy standards, the accuracy of the independent checkpoint network must meet or exceed 3 times the accuracy of required RMSE of the Lidar.

Ground control points used for positional control or for calibration shall not be used as checkpoints.

Table 2.3.2.1 below lists ASPRS minimum recommendations for the number of checkpoints to be used for vertical and horizontal accuracy testing of elevation data sets and for horizontal accuracy testing of digital orthoimagery for an area the size of Leon County. (Extracted from Table C.1, ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, November 2014. Where feasible, the horizontal accuracy of lidar data sets should be tested by surveying approximately half of all NVA check points at the ends of paint stripes or other point features that are visible and can be measured on lidar intensity returns.

Table 2.3.2.1: ASPRS Minimum Recommended Number of Checkpoints

Project Area (km ²)	Horizontal Accuracy Testing of Orthoimagery	Vertical and Horizontal Accuracy Testing of Elevation Datasets		
	Total Number of 2D/3D Checkpoints (clearly defined)	Number of 3D NVA	Number of 3D VVA	Total Number of 3D Checkpoints
1751-2000	50	45	35	80

The final adjusted independent checkpoint network shall be delivered as an Excel spreadsheet and as an ESRI feature class. The attribute table will have the following information: Point ID, Latitude, Longitude, Ellipsoidal Height (meters), Northing (feet), Easting (feet), Orthometric Height (feet), Radial Error, and Z Error. A template attribute table schema is shown in Table 2.3.2.2 below:

Table 2.3.2.2: Example Schema Template for Independent Checkpoints

GCP- ID	Geographic Coords			Projected Coords (US Feet)			Error: specify RMSE or NSSDA 95%	
	Lat	Long	Ellip-Ht (m)	Northing	Easting	Ortho-Ht	Error _r	Error _z

2.4: Imagery Acquisition Specifications

The Joint Project is seeking the acquisition of 4-band stereo aerial imagery covering all 876 tiles (5000 ft by 5000 ft tiles) that intersect Leon County. See Figure 1.6.1 and the associated narrative on page 10 for more information. The GSD of the stereo imagery needs to be sufficient to produce 0.5 ft resolution 4-band orthoimagery.

2.4.1 Imaging / Camera System

All imagery shall be collected using a digital aerial camera/imaging system capable of collecting 4-band multispectral imagery, (RGB and NIR) Examples of sensors likely to be approved include, but are not limited to, the Leica ADS100, Leica DMC III, Vexcel UltraCAM Falcon, UltraCAM Eagle, or Applanix

DSS. The sensor must have a valid bore-sight calibration certificate registered with the USGS. The Joint Project is sensor agnostic.

2.4.2 Flightplan

Flight lines shall be flown in a north-south or east-west direction continuously across the project area without interruption. Additional flightlines should be added as needed to prevent building lean within the area of downtown Tallahassee. Crossflights should be conducted at strategic locations to ensure the integrity of the AGPS solution. Aerial imagery and LiDAR should completely cover all tiles that intersect Leon County. Flightlines should be designed to ensure complete coverage. A digital submission of the flight plan shall be submitted to the Joint Project upon completion of the photography and include date and time of capture, flightline strip polygons or photo centers as relevant depending on the sensor used.

2.4.3 Flight Season and Conditions During Photography

The desired flight dates are between January 01, 2024 and February 15, 2024. During this time it is typical to have 10 to 12 days of clear skies and stable atmospheric conditions. If environmental conditions are not suitable, the photography shall be acquired as close to this timeframe as possible. A potentially complicating factor is winter prescribed fires in the Apalachicola National Forest or other managed lands within Leon County. The Joint Project will assist the contracted firm in coordinating the flights during times when prescribed fires are not occurring.

The aerial imagery should be acquired generally between 10:00 a.m. and 2:00 p.m., local time, when the sun angle is not less than 30 degrees. Photography will not be undertaken when atmospheric conditions are unfavorable, when streams are not within their normal banks; or when cloud shadows will appear on more than five percent (5%) of the area in any one photograph or strip. The photographs shall not contain objectionable shadows caused by relief or low solar angle.

2.4.4 Reflights

The Contractor at no additional cost to the Joint Project shall re-fly unacceptable aerial photography, with sufficient overlap to ensure complete coverage.

2.4.5 Flying Height

The flying height shall be chosen to collect imagery at a sufficient GSD to produce half-foot resolution orthoimagery.

2.5: Orthoimagery Specifications

- Horizontal Accuracy Requirement: Meet or exceed the requirements for 15 cm resolution with an RMSEr of 2-pixels (Standard Mapping and GIS Work) as defined in Table B.5 of ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, November 2014.
- Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903), Map Units: Feet
- Spatial Resolution: (0.5 feet)
- Image Format: GeoTIFF
- Metadata: ISO 19115-2, Schema ISO-19139

2.5.1: Positional Control and Aerotriangulation

A sufficient number of ground control points will be surveyed and incorporated into the aerotriangulation solution to ensure that the orthoimagery is tested to meet or exceed the horizontal accuracy specification. The adjusted ground control network described in Section 3.3 will be included in the bundle adjustment. The RMSE of the aerotriangulation bundle adjustment shall meet or exceed the requirements specified for Horizontal Data Accuracy Class 2 as specified in Table 1 of the Draft ASPRS Standards for Digital Geospatial Data published in the December 2013 edition of Photogrammetric Engineering and Remote Sensing. A report detailing the results of the aerotriangulation and block adjustment shall be submitted as a deliverable.

2.5.2: Horizontal Accuracy Assessment

Horizontal Accuracy Requirement: Shall meet or exceed an RMSEr of 2-pixels, which is the requirement for a pixel size of 15cm for standard mapping and GIS work, (see Table B.5 of ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, November 2014. A minimum of 50 independent checkpoints that are targeted or clear photo identifiable locations shall be used to test the horizontal accuracy. See Section 3.3.2 on page 20 for specifics.

2.5.3 Orthorectification and Digital Elevation Model Data

Image rectification methodology must be compliant with the FGDC Geographic Information Framework Data Content Standard:

https://www.fgdc.gov/standards/projects/framework-data-standard/GI_FrameworkDataStandard_Part2

The Joint project currently has countywide bare earth DEM derived from QL1 LiDAR with supplemental breaklines dating from April, 2020. New elevation data is specified to be collected by this RFP.

2.5.4 Orthoimage Quality:

Imagery shall be sharp, and free of blurriness and image smear. Imagery shall be acquired to minimize excessive lean in buildings, and feature occlusion by shadows. Care should be taken to maintain uniformity in image quality waterbodies to the extent possible. Imagery must be collected with a sun angle no less than 30 degrees. Additional flightlines over the high-rise portion of central Tallahassee shall be acquired to ensure all transportation infrastructure is clearly visible.

Image clarity and tonal quality are of the extremely important. Coloration for all bands should mimic to the greatest extent possible that typically obtained using conventional natural color and color infrared film products.

2.5.5 Image Tiling Scheme

The tiling scheme to be used for the orthoimage delivery is the State of Florida Division of Emergency Management (FDEM) 5000 foot by 5000 foot tiling grid for Leon County. An ESRI feature class of the tiling scheme will be provided by the Joint Project.

2.5.6 Imagery Deliverables (Years 1 and 2)

4-Band tiled orthophotography uncompressed in GeoTIFF format

- ESRI feature class of seamlines used for the orthomosaic
- ESRI feature class of flightline polygons or photo exposure station points

- Metadata: Metadata ISO 19115-2, Schema ISO-19139 for each file

2.6: Planimetric Data Specifications

2.6.1: General Summary of Planimetric Data Layers

A summary of the planimetric data layers is comprised of several 2-D polygon and polyline layers shown in Table 2.6.1.1 below. Some are created by a change detection, updating the previous version to reflect the current ground condition in the new imagery by adding, revising, or removing features as needed. Some layers are compiled anew and replace the previous version rather than update it. Impervious Surfaces is the only planimetric data that is actively edited. All of the other planimetric layers are derived from Impervious Surfaces or from the new breaklines associated with the new topographic data produced by this RFP.

Table 2.6.1.1: Tallahassee-Leon County Planimetric Data Layers

Layer	Update or New	Edited or Derived
Buildings	Update	Derived from Impervious
Bridges	Update	Derived from Impervious
Hydro Polygons	New	Derived from Hydro Breaklines
Hydro Polyline	New	Derived from Hydro Breaklines
Impervious Surfaces	Update	Edited
Impervious Hydro	Update	Derived from Impervious
Road Edges	Update	Derived from Impervious

The Joint Project will provide the data mapped in 2021, which will provide the basis for the change-detection update of Impervious Surfaces. The data will be delivered in an ESRI file geodatabase as a seamless, topologically intact feature class.

The base scale of the planimetric data is 1:1200. The Respondent can proposed an update process by means of stereo compilation and/or an update process by tracing from the orthoimagery. The existing data conforms to the American Society for Photogrammetry and remote Sensing (ASPRS) Class 1 Standards for Large-Scale Mapping. The base scale for the planimetric data is 1: 1200. The horizontal accuracy of the planimetric data should conform to the Horizontal Accuracy Class for 15 cm in Table B.6 in ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, November 2014.

2.6.2 Detailed Planimetric Layers

Table schemas of the Impervious Surfaces, Hydro Polygons, and Hydro Polyline layers and requirements is provided below in Tables 2.6.2.1, 2.6.2.2, and 2.6.2.3. The respondent should clearly describe the compilation workflow and the QA/QC process.

This sections will provide additional details of the contents of the planimetric data by means of table schemas. Full schemas of the file geodatabases (domains, subtypes, feature datasets, and feature classes) of both the planimetric and topographic deliverables can be found in Appendix 1

1. Impervious Surfaces: A polygon feature class that contains the principal elements of the planimetric data to be updated by means of change detection. The general schema is shown in Table 2.6.2.1.

Table 2.6.2.1: Impervious Surfaces Attribute Table

Field Name	TYPE	DXF_LAYER	SURFACE	MAP_DATE
------------	------	-----------	---------	----------

Values	0	Open-Land	Pervious	Photo Date
	50	Building	Impervious	Photo Date
	51	Unfinished-Building	Impervious	Photo Date
	63	Ruin	Impervious	Photo Date
	67	Sidewalk	Impervious	Photo Date
	70	Paved-Road	Impervious	Photo Date
	74	Bridge	Impervious	Photo Date
	75	Unpaved-Road	Pervious	Photo Date
	77	Paved-Driveway	Impervious	Photo Date
	78	Unpaved-Driveway	Pervious	Photo Date
	80	Airport	Impervious	Photo Date
	81	Airstrip	Pervious	Photo Date
	85	Paved-Parking	Impervious	Photo Date
	86	Unpaved-Parking	Pervious	Photo Date
	87	Landscape-Island	Pervious	Photo Date
	99	Athletic-Court	Impervious	Photo Date
	100	Paved-Island	Impervious	Photo Date
	101	Paved Road-Over-Bridge	Impervious	Photo Date
	102	Sidewalk-Over-Sidewalk	Impervious	Photo Date
	999	Waterbody	Impervious	Photo Date

The Hydro Polygons data is included in Impervious Surfaces as Type 999. Upon completion of the update to Impervious Surfaces, the Impervious Hydro feature class is created by creating polygons for all of the areas not mapped and attributed as Open Land. In addition, the following feature types are copied out of Impervious Surfaces to create new feature classes:

- Buildings (Buildings, Unfinished Buildings, and Ruins)
- Bridges
- Road Edges (Paved Road, Unpaved Road, Paved Driveway, Unpaved Driveway)

Impervious Surfaces Option 1: Propose a methodology to update the Impervious Surfaces data by means of semi-automated AI or similar feature extraction process from the imagery and/or the Lidar to be considered by the Joint Project.

2. Hydro_Poly: A 2D polygon feature class representing areal hydrography features. The general schema is shown in Table 2.6.2.2.

Table 2.6.2.2: Hydro Poly Attribute Table

Field Name	TYPE	DXF_LAYER	MAP_DATE
Values	210	River	Photo Date
	211	Hidden-River	Photo Date
	212	Stream	Photo Date
	213	Hidden-Stream	Photo Date
	215	Lake	Photo Date

The 2D Hydro Poly layer is created from the 3D hydro breaklines.

3. Hydro Line: A polygon feature class representing linear hydrography features. The general schema is shown in Table 2.6.2.3.

Table 2.6.2.3: Hydro Line Attribute Table

Field Name	TYPE	DXF_LAYER	MAP_DATE
Values	210	River	Photo Date
	211	Hidden-River	Photo Date
	212	Stream	Photo Date
	213	Hidden-Stream	Photo Date
	214	Connector	Photo Date
	215	Lake	Photo Date
	217	Hidden-Lake	Photo Date

The 2D Hydro Lines are created from the 3D boundaries of the polygon breaklines and from the 3D Single Line Drain breaklines.

Metadata: Project Level Metadata in ISO 19115-2, Schema ISO-19139 shall be delivered for each planimetric feature class

2.7: Topographic Mapping Specifications

The topographic mapping are comprised of a Lidar survey, breaklines, 2-foot contours, and spot elevations. The Buffered Project Area (BPA) for the topographic mapping is Leon County plus a 300 ft buffer, (please see Figure 1.6.1 and the associated narrative in Section 1, page 10). All topographic data deliverables shall be produced to cover the entire BPA

Section 2.7.1: Classified Lidar Point Cloud

Lidar Collection Specifications

Note: While the USGS specifications are provided in metric units, the Joint Project requires both the horizontal and vertical units for the Lidar to be in feet.

The Joint Project is seeking a Lidar survey of Leon County to meet or exceed USGS Quality Level 1 (QL1) specifications. Unless otherwise specified, the governing specifications for the Lidar collection and processing shall be USGS LiDAR Base Specification, Chapter 4, Section B, U.S. Geological Survey Standards, Book 11, Collection and Delineation of Spatial Data, Techniques and Methods 11-B4, Version 1.3 February 2018 to include updates and modifications referenced in **Lidar Base Specification 2022 Revision A. The discussion below addresses several data collection requirements that must be met or exceeded to achieve the desired Quality Level 1 result.**

Flight Season and Conditions:

The desired flight dates are between January 01, 2024 and February 15, 2024. This time period normally represents the best atmospheric and leaf-off conditions. If environmental conditions are not suitable, the Lidar shall be acquired as close to this timeframe as possible. The Lidar acquisition shall occur at the same time as the aerial photography, or as nearly so as possible.

The Lidar acquisition will not be undertaken when atmospheric conditions are unfavorable or when streams are not within their normal banks. Aside from abnormally high water levels, a potentially complicating factor is winter prescribed fires in the Apalachicola National Forest or other managed lands within Leon County. The Joint Project will assist the contracted firm in coordinating the flights during times when prescribed fires are not occurring.

Positional Control:

In addition to the airborne GNSS/INS measurements for the Lidar acquisition, a minimum of 3 GNSS base stations shall be used for ground control and calibration, and shall be differentially corrected to the Florida Permanent Reference Network (FPRN). Distances from the aircraft to a ground base station shall not exceed 40 miles. All lifts shall be flown with minimum number of 6 GNSS satellites in view. PDOP shall be less than but the preferred PDOP is less than or equal to 3.

Multiple Discrete Returns

The Lidar platform must be capable of producing a minimum of 3 discrete returns per pulse.

Intensity

Intensity values are required for each multiple discrete return. The values recorded in the LAS files shall be normalized to 16 bit, as required by the LAS specification version 1.4–R13 (ASPRS, 2011). The radiometry of the intensity data must provide high quality data over a variety of reflectance surface types.

Nominal Pulse Spacing and Density

Table 2.7.1.1 provides the USGS requirements for ANPS and ANPD for QL1 Lidar.

Table 2.7.1.1: Aggregate Nominal Pulse Spacing and Aggregate Nominal Pulse Density

Quality Level	ANPS (m)	ANPD (m²)
QL1	<= 0.35	>= 8.0

Calibration and Relative Vertical Accuracy: Intrawath Precision and Interswath Consistency

Calibration and boresighting will be performed for each lift. Parallel and cross-tie swaths will be conducted at a well-controlled locations (such as an airport) using well-defined planar surfaces (such as buildings) to test interswath alignment. Overlap consistency will be evaluated for adjacent, overlapping parallel swaths and cross-tie swaths. Table 3.7.1.2 provides the USGS base specification for QL1 Lidar relative vertical accuracy.

In addition, the position and attitude data collection methods, (including placement of local base stations, redundancy practices for airborne GPS data collection, LiDAR crossflights, etc), should be specified in detail. Respondents are encouraged to submit samples of data products and verification of accuracies achieved for past jobs of similar scope.

Table 2.7.1.2: Relative Vertical Accuracy

Quality Level	Smooth surface repeatability,		Swath Overlap Difference	
	RMSD_Z (m)	(ft)	RMSD_Z (m)	(ft)
QL1	<= 0.06 m	0.2 ft	<= 0.08	.26 ft

Data Voids

Data voids within a single swath shall be limited to occurrence of waterbodies, areas of low NIR reflectivity (such as asphalt or particular roofing materials, where caused by lidar shadowing from buildings or other features, or where voids in one swath are filled in by another swath.

Absolute Horizontal Accuracy

The checkpoints referenced in Table 2.3.2.1 that are surveyed on painted road markings visible in the Lidar Intensity images can be used to estimate the horizontal accuracy.

Absolute Vertical Accuracy

The Joint Project has an adjusted network of approximately 90 NVA and 99 VVA independent checkpoints, distributed across Leon County that have been used for previous Lidar mapping projects. These points represent twice the number of checkpoints recommended by ASPRS, but it is the desire of the Joint Project to use this number of points for the absolute vertical accuracy assessment. Three absolute accuracy metrics shall be reported: NVA for the point cloud, NVA for the DEM, and VVA for the DEM. All metrics must be met or exceeded. Table 2.7.1.3 provides the USGS base specification for QL1 Lidar absolute vertical accuracy.

Table 2.7.1.3: Vertical Accuracy for Lidar Point Cloud and DEM

Quality Level	Point Cloud NVA		NVA of the DEM		VVA of the DEM	
	RMSE _z (m)	(ft)	RMSE _z (m)	(ft)	RMSE _z (m)	(ft)
QL1	<= 0.10 m	0.328 (ft)	<= 0.10 (m)	0.328 (ft)	<= 0.15	0.49 (ft)

Point Cloud Classification

The Joint Project desires the following classification scheme for the Lidar point cloud.

Table 2.7.1.4: Classification Scheme

Code	Description
2	Ground
3	Low Vegetation
4	Medium Vegetation
5	High Vegetation
6	Building
7	Low Noise
9	Water
17	Bridge Deck
18	High Noise
20	Breakline Proximity

2.7.2 Topographic Deliverables

All topographic deliverables shall be assigned the following spatial reference:

Horizontal Datum: North American Datum 1983 (2011)

Coordinate System: Florida State Plane, North Zone (903)

Vertical Datum: North American Vertical Datum of 1988, Geoid 12B

Horizontal and vertical Units; US Feet

A detailed description of the data and table schemas (where applicable) of the topographic data deliverables

is provided below in Tables 2.7.2.1 and 2.7.2.2, 2.7.2.3, 2.7.2.4, and 2.7.2.5. This includes the classified Lidar point cloud, intensity rasters, bare earth DEM, breaklines, two-foot contours, and spot elevation data. The LAS files, intensity rasters, and the bare earth DEM should be delivered as 5000 ft x 5000 ft tiles, breaklines, contours and spot elevations should be delivered as seamless feature classes in an ESRI file geodatabase. The respondent should clearly describe the data production workflow and the QA/QC processes performed prior to delivery to the Joint Project

Classified Lidar Point Cloud

Delivery Structure: 5000 ft x 5000 ft tiles

Extent: BPA

LAS Format: LAS 1.4

USGS: Quality Level 1 (QL1)

Point Cloud Classification scheme: Please see Table 3.7.1.4 above.

Delivery Structure: 5000 ft x 5000 ft tiles

Metadata: Project Level Metadata ISO 19115-2, Schema ISO-19139

Lidar Intensity Rasters

Delivery Structure: 5000 ft x 5000 ft tiles

Extent: BPA

Format: GeoTIFF

Spatial Resolution: 2.5 feet

Pixel Type: unsigned integer

Pixel Depth: 8 bit

Delivery Structure: 5000 ft x 5000 ft tiles

Metadata: Project Level Metadata ISO 19115-2, Schema ISO-19139

Bare Earth DEM

A bare earth DEM will be created from Lidar Class 8 points, the breakline feature classes and the Buffered Project Area.

Delivery Structure: 5000 ft x 5000 ft tiles

Extent: BPA

Format: IMAGINE Image

Spatial Resolution: 2.5 feet

Pixel Type: floating point

Pixel Depth: 32 bit

Metadata: Project Level Metadata ISO 19115-2, Schema ISO-19139

Breaklines

Delivery Structure: ESRI File Geodatabase

Extent: BPA

Format: ESRI Feature Class

Metadata: Project Level Metadata: ISO 19115-2, Schema ISO-19139

Feature Class 1 Name: HydroPolygonBreaklines, Feature Class 1 Type: PolygonZ

Feature Class 2 Name: HydroPolylineBreaklines, Feature Class 2 Type: PolylineZ

Feature Class 3 Name: Single Line Drains, Feature Class 3 Type: PolylineZ

Metadata: Project Level Metadata: ISO 19115-2, Schema ISO-19139

Hydro flattening breaklines will be created for all lakes, ponds and islands 0.25 acres or larger and for streams and rivers that are 8 feet wide or greater. Flattened streams and rivers shall present a flat and level water surface bank-to-bank (perpendicular to the apparent flow centerline) and will present a gradient downhill (monotonic) water surface, matching the immediately surrounding terrain. Breaklines will be continuous underneath bridges but split and coded as hidden at culverts and cross drains. The attribute table schema for each breakline feature class is shown below.

Table 2.7.2.1: HydroPolygonBreaklines Attribute Table

Field Name	TYPE	DXF_LAYER	MAP_DATE
Values	210	River	Lidar Date
	211	Hidden-River	Lidar Date
	212	Stream	Lidar Date
	213	Hidden-Stream	Lidar Date
	215	Lake	Lidar Date
	225	Pond	Lidar Date

Table 2.7.2.2: HydroPolylineBreaklines Attribute Table

Field Name	TYPE	DXF_LAYER	MAP_DATE
Values	210	River	Lidar Date
	211	Hidden-River	Lidar Date
	212	Stream	Lidar Date
	213	Hidden-Stream	Lidar Date
	215	Lake	Lidar Date
	217	Hidden-Lake	Lidar Date

Table 2.7.2.3: Single Line Drain Breaklines Attribute Table

Field Name	TYPE	DXF_LAYER	MAP_DATE
Values	217	Single Line Drain	Lidar Date
	218	Hidden Single Line Drain	Lidar Date

Two-Foot Contours and Spot Elevations

Delivery Structure: ESRI File Geodatabase

Extent: BPA

Format: ESRI Feature Class

Feature Class 1 Name: Contour2ft

Feature Class 1 Type: Polyline

Feature Class 2 Name: SpotElevation

Feature Class 2 Type: Point

Metadata: Project Level Metadata: ISO 19115-2, Schema ISO-19139

Contours will be interpolated from the bare earth DEM with a contour interval of 2 feet. Contours should be smoothed for aesthetics and unneeded “noise” contours removed. Contours will be layered with index contours every 10 ft and the remainder coded as intermediate contours. Contours will be split where they intersect buildings and coded as hidden. Contours can be 2D polylines with the elevations given as an attribute. Spot elevations will be placed at all street intersections (including cul de sacs), at high points (eg. hilltops) and low points (eg. depression bottoms). Spot elevations can also be placed at strategic locations to provide additional context. Spot elevations can be 2D points with the elevations given as an attribute. The attribute table schema for the contour and spot elevations feature classes are shown below.

Table 2.7.2.4: Contour2ft Attribute Table

Field Name	TYPE	DXF_LAYER	MAP_DATE
Values	1	Intermediate	Lidar Date
	2	Index	Lidar Date
	5	Intermediate Hidden	Lidar Date
	6	Index Hidden	Lidar Date

Table 2.7.2.5: Spot Elevation Attribute Table

Field Name	TYPE	DXF_LAYER	MAP_DATE
Values	1	Spot Elevation	Lidar Date

2.8: Project Prototype

Prior to proceeding with production countywide, a project prototype will be performed to verify the production workflow and quality of all the deliverables with respect to the required specifications. All of the processes, methods, deliverable products, geodatabase design criteria, and attributes resulting from the prototype will govern the entire project.

The prototype area will be mutually agreed upon between the Joint Project and the contracted firm. A 5 – 10 square mile area will be selected based on the suitability for testing all of the data layers. The prototype project will begin after the imagery and LiDAR data has been acquired and the aerotriangulation report has been submitted and accepted. At that point, the planimetric and topographic updates will be performed and the orthorectified imagery produced. The following elements will then be evaluated:

Orthoimagery:

Horizontal accuracy and image quality (tone, contrast, clarity, cutlines)

Planimetric data:

Horizontal accuracy, completeness, linework quality, consistency with hydrographic breaklines

Topographic Data:

Lidar Point Cloud

Horizontal accuracy, relative accuracy assessment, absolute accuracy assessment (NVA and VVA), classification accuracy, and intensity data

Breaklines

Line quality, placement strategy, completeness and compliance with collection specifications, hydro flattening, monotonicity, proper alignment with the Lidar

Contours

Line quality, attribute accuracy, correct layering

Spot Elevations

Completeness, attribute accuracy, location strategy

APPENDIX 1: SUMMARY OF DELIVERABLES AND PRODUCT SPECIFICATIONS

GNSS Survey Deliverables

1. Final Adjusted Network of Ground Control Points:
 - Photo identifiable points (reoccupation of pre-existing points, or newly established)
 - RMSE must meet or exceed three times the accuracy specification for the 4-band orthoimage

mosaic

- Extent: BPA
 - ESRI feature class and Excel spreadsheet
 - Metadata: ISO 19115-2, Schema ISO-19139
2. Final Adjusted Network of Independent Checkpoints
- Photo identifiable points (reoccupation of pre-existing points, or newly established)
 - RMSE must meet or exceed three times the accuracy specification for the 4-band orthoimage mosaic
 - Extent: BPA
 - ESRI feature class and Excel spreadsheet
 - Metadata: ISO 19115-2, Schema ISO-19139

Orthoimagery and Planimetric Data Deliverables

1. 6-inch Resolution 4-Band Orthoimagery:
 - Horizontal Accuracy Requirement: Meet or exceed the requirements for 15 cm resolution with an RMSE_{x,y} of 2-pixels (standard mapping and GIS work) as defined in Table B.5 of ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, November 2014.
 - Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903), Map Units: Feet
 - Spatial Resolution: 6 inch
 - Extent: FDEM tiles that intersect Leon County
 - Image Format: GeoTIFF, 876 5000 ft x 5000ft tiles
 - Metadata: Tile-based Metadata in ISO 19115-2, Schema ISO-19139
2. Planimetric Data: Buildings, Road Edges, Bridges, Impervious Surfaces, and Hydrography
 - Horizontal Accuracy Requirement: Meet or exceed 1 Foot RMSE_{x,y}, (2.4 ft NSSDA 95% Confidence Level) as defined in Table B.6 of ASPRS Positional Accuracy Standards for Digital Geospatial Data, Edition 1, Version 1.0, November 2014
 - Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903)
 - Map Units: Feet
 - Extent: Leon County
 - Format: ESRI File Geodatabase
 - Metadata: ISO 19115-2, Schema ISO-19139

APPENDIX 1 (Continued)

Topographic Data Deliverables: Lidar, Derivatives and Elevation Surface-Related Data

1. Lidar Point Cloud:
 - Governing Specification: USGS 3DEP Lidar Base Specification 2022, Revision A
 - Quality Level: QL-1
 - Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903), Map Units: Feet

- Extent: (Bare earth): FDEM Tiles that intersect Leon County
 - Extent: (Classified Point Cloud): BPA
 - Format: LAS 1.4 files, 876 5000 ft x 5000ft tiles
 - Metadata: Tile-based Metadata in ISO 19115-2, Schema ISO-19139
2. Lidar Intensity Rasters:
- Spatial Resolution 2.5 feet
 - Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903), Map Units: Feet
 - Image Format: GeoTIFF, 876 5000 ft x 5000ft tiles
 - Metadata: Tile-based Metadata in ISO 19115-2, Schema ISO-19139
3. Breakline Data:
- Hydroflattening breaklines: All lakes, ponds and islands 0.25 acres or larger
 - Double line monotonic flattening breaklines: Watercourses greater than 8 feet wide
 - Single line monotonic breaklines: Watercourses less than 8 feet wide
 - Vertical accuracy: Properly fit the bare earth Lidar to avoid artifacts due to Z-value offsets
 - Spatial Reference: NAD83 NSRS 2011 Florida State Plane North Zone (903), Map Units: Feet
 - Extent: BPA
 - Format: ESRI File Geodatabase
 - Metadata: ISO 19115-2, Schema ISO-19139
4. Two-Foot Contours and Spot Elevations
- Extent: BPA
 - Format: ESRI File Geodatabase
 - Metadata ISO 19115-2, Schema ISO-19139

Project Report Deliverables

1. Ground Control Survey Report
2. Independent Checkpoint Survey Report
3. Lidar Report
4. Orthoimage Report
5. Aerotriangulation and Block Adjustment Report

<< INSERT CONSULTANT'S PROPOSAL RESPONSE >>

EXHIBIT C - UNIT PRICING SHEET

<< Insert Rate Sheet >>

SUMMARY SCORE SHEET

	JC Score	JC Rank	GM Score	GM Rank	SW Score	SW Rank	Total Score	Total Average Rank
Dewberry Engineering Inc.	93	1	82	2	93	1	89.33	1.33
The Sanborn Map Company, Inc.	75	3	86	1	77	2	79.33	2
GPI Geospatial, Inc.	85	2	63	3	76	3	74.67	2.67
SAM Surveying And Mapping, LLC	0	4	0	4	0	4	0	4

Leon County
Board of County Commissioners
Notes for Agenda Item #16

Leon County Board of County Commissioners

Agenda Item #16

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Gwendolyn Marshall, Clerk of the Circuit Court and Comptroller

Title: Annual Investment Report for Fiscal Year 2021-2022

Review and Approval:	Gwendolyn Marshall, Clerk of the Circuit Court and Comptroller Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Office of Financial Stewardship Edward Burke, Finance Director, Clerk of the Circuit Court and Comptroller
Lead Staff/ Project Team:	Wade England, Treasury Manager

Statement of Issue:

As required by the County's Investment Policy No. 17-4, this item seeks the Board acceptance of the Fiscal Year 2021-2022 Annual Investment Report as provided by the Leon County Clerk of Circuit Court and Comptroller.

Fiscal Impact:

This item has no fiscal impact; however, the report details investment income earned of approximately \$1.9 million for the Fiscal Year 2021-2022.

Staff Recommendation:

Option #1: Accept the Annual Investment Report for Fiscal Year 2021-2022 (Attachment #1).

Report and Discussion

Background:

As required by Policy No. 17-4 “Leon County Investment Policy”, this item seeks the Board acceptance of the Fiscal Year 2021-2022 Annual Investment Report as provided by the Leon County Clerk of Circuit Court and Comptroller.

The Surplus Funds Investment Ordinance No. 02-18 established the Investment Oversight Committee (IOC) to monitor investments and established specific authority for the investment of surplus funds as required by state statutes. Additionally, County Policy No. 17-4 states that the IOC will provide the Board of County Commissioners with an annual report on the performance and conditions of the County’s investments.

The IOC was established to formulate investment strategies, provide short-range direction, and monitor the performance and structure of the County’s portfolio. The IOC’s membership consists of the Clerk of the Circuit Court and Comptroller or designee, the County Administrator or designee, and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. Surplus funds are invested through a variety of investment instruments. Maintaining a core level of assets with the government pools, such as the State of Florida Special Purpose Investment Account (SPIA) or other short-term entities, is viewed as the best way of maintaining secure asset values with sound investment practices. Insight Investments was chosen through a competitive selection process to invest the intermediate term investments. Overnight investments and liquidity are maintained through the County’s banking contract.

Analysis:

Clerk staff, in conjunction with the external manager, developed an Annual Investment Report that outlines the investment activities of the County (Attachment #1). This report was presented to the IOC at its quarterly meeting on April 11, 2023. The IOC reviewed and approved the report and authorized it to be presented to the Board. The Clerk and IOC report that the investment of all funds this year was consistent with Policy No. 17-4, implemented pursuant to Ordinance No. 02-18.

The total income of \$ 1,900,836 provided an effective rate of return of 0.85% on an average daily balance of \$224,032,208 in Fiscal Year 2022. For comparison, the portfolio earned a total income of \$1,826,087 during the fiscal year ending September 30, 2021. This total income provided an effective rate of return of 0.99% on an average daily balance of \$185,269,250.

Investment income increased 4% year-over-year with a \$38.7 million increase in overall average investment balances. Market rates were very low at the beginning of the year, then rose throughout the year. The portfolio was positioned to maximize returns in this environment. Average daily balances are higher than ever, as we still have pandemic-related grant funds. Additionally, average portfolio balances were lower before the pandemic due to expenditures related to Hurricane Michael.

The Florida Division of Treasury manages the fixed income investment operation for both general revenue and trust funds in the State Treasury, and funds of organizations such as Leon County Board of County Commissioners opting to participate in the Treasury's SPIA. However, in March 2015, the State of Florida closed the Florida Treasury Investment Pool to any new members that are non-component units of the State of Florida. Since the participation in this state managed pool meets the Leon County policy objectives of return maximization with acceptable levels of risk, the IOC will continue to manage a strategy to allocate funds to this unique local government higher-earning investment opportunity.

Options:

1. Accept the Annual Investment Report for Fiscal Year 2021-2022 (Attachment #1).
2. Do not accept the Annual Investment Report for Year 2021-2022.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Annual Investment Report for Fiscal Year 2021-2022

ANNUAL INVESTMENT REPORT

FOR THE YEAR ENDED
SEPTEMBER 30, 2022

GWEN MARSHALL
CLERK OF CIRCUIT COURT
AND COMPTROLLER

LEON COUNTY, FLORIDA

ANNUAL INVESTMENT REPORT

Fiscal Year Ended September 30, 2022
Leon County, Florida

EXECUTIVE SUMMARY

The Investment Policy approved by the Commission provides for a conservatively managed portfolio that performed as expected during fiscal year 2022. The Investment Policy objectives are safety of principal, adequate liquidity and investment return, in that order of priority. Parameters related to portfolio duration, credit quality, liquidity and instrument selection have been established to ensure investment policy objectives are being met. **The portfolio earned total income of \$1,900,836 for fiscal year ending September 30, 2022. This total income provided an effective rate of return of 0.85% on an average daily balance of \$224,032,208.** For comparison, the portfolio earned \$1,826,087 for the prior fiscal year. This represents an effective rate of return of 0.99% on an average daily balance of \$185,269,250.

Investment income increased 4% year over year with a \$38.7 million increase in overall average investment balances. The interest rate environment has markedly changed over the course of the fiscal year due to the change in monetary policy with the Federal Reserve raising short term interest rates 5 times during fiscal 2022. Consequently, short term interest rates increased significantly over the second half of the fiscal year. As expected, with this raising rate environment, the return from our longer duration investments were lower than that from our shorter duration investments. For a more detailed discussion of the rising interest rate environment and its impact on our investment portfolio, see Section V of the report. Our investment portfolio at year end reflects this, with more investments held in the short-term money market funds. When market conditions change, this strategy will be reassessed.

Section 218.415 (15), Florida Statutes, requires the Leon County Clerk of Circuit Court and Comptroller to provide an annual report to the Board of County Commissioners of the securities in the portfolio by investment type, book value, market value and income earned. This information is included in Table I and Table II below and the chart on page 6 as of September 30, 2022.

Table I Ending Balances Fiscal Year Ended September 30, 2022

Portfolio	Book Value	Market Value
<i>Insight Investment</i>	\$55,749,175	\$53,332,176
<i>FL State Treasury SPIA</i>	55,564,227	51,995,390
<i>FL Local Govt Inv Trust Fund</i>	34,063,968	34,063,968
<i>Florida Prime (SBA)</i>	33,397,810	33,397,810
<i>Wells Fargo Restricted MM</i>	12,441,089	12,441,089
<i>Wells Fargo Cash</i>	15,112,300	15,112,300
<i>Wells Fargo Sweep</i>	266,184	266,184
Total Cash and Investments	\$206,594,753	\$200,608,917

Table II Average Daily Balance and Income

Investment Type	FY 2021 Avg Daily Balance	FY 2022 Avg Daily Balance	Total Income FY 2022
<i>Insight Investment</i>	55,789,355	54,621,183	598,534
<i>FL State Treasury SPIA</i>	68,725,460	83,924,798	610,475
<i>FL Local Govt Inv Trust Fund</i>	12,422,302	24,139,087	257,316
<i>Florida Prime (SBA)</i>	18,182,772	32,169,021	304,638
<i>Wells Fargo Restricted MM</i>	9,533,358	11,537,056	76,577
<i>Wells Fargo Cash</i>	14,760,388	14,657,744	50,059
<i>Wells Fargo Sweep</i>	5,855,616	2,983,319	3,236

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Fiscal Year Ended September 30, 2022
Leon County, Florida

Total Daily Average	185,269,250	224,032,208	
Total Income			1,900,836
Income / Avg. Daily Bal			0.85%

Investment Oversight Committee

The Investment Policy of the Board of County Commissioners provides for an Investment Oversight Committee (IOC) to work with the Clerk of the Circuit Court and Comptroller in the investment management of the portfolio. The Committee meets quarterly unless interim issues require more frequent meetings. Meetings are noticed, open to the public and the minutes of each meeting recorded. The IOC consists of the Clerk Designee, Director of Civil Courts, Kenneth Kent; the County Administrator Designee, Director of Financial Stewardship, Scott Ross; and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. The three outside members as of September 30, 2022 Chairman, J. Ben Watkins III, State of Florida Director of the Division of Bond Finance, and Renee McNeill, The First Bank, and Dr. Apryl C. Lynn, MBA of Apryl C. Lynn & Associates.

During the fiscal year ending September 30, 2022, the portfolio was managed within the guidelines and limitations of the Investment Oversight Committee recommendations and the Commission approved policy without exception.

Investment Managers

The investment portfolio quarter ending balances ranged from \$173,337,396 to \$278,000,038 during the fiscal year, with higher balances during the winter as tax collection notices are distributed by the Leon County Tax Collector. The internal portfolio was generally allocated to the Florida Local Government Investment Trust (FLGIT), Florida Treasury Special Purpose Investment Account (SPIA) and Florida Prime (SBA) during the year for diversification and liquidity.

Insight Investment, the external manager invested an average of 24% of the Leon County portfolio during the fiscal year. As of September 30, 2022, Insight Investment managed approximately \$53 million in fixed income assets that resulted in a portfolio duration during the fiscal year ranging between 2.21 and 2.42 years. The established performance benchmark for Insight is the Bank of America/Merrill Lynch 1-3 Year Government Index. Insight Investment, formerly known as Cutwater Asset Management, has managed the County's external portfolio since June 1, 2010.

In October 2018, an additional money market account was opened with Wells Fargo for restricted funds for the Leon County Landfill. This Landfill money market account has a rate of Federal Funds less 10 basis points. In June 2019 the County added the Florida Local Government Investment Trust (FLGIT) Day to Day Fund to provide more flexibility for liquidity. Additional information for the FLGIT Day to Day Fund is provided on page 4 section B of this Annual Investment Report.

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2022
Leon County, Florida

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Fiscal Year Ended September 30, 2022
Leon County, Florida

I. INVESTMENT POLICY

Section 218.415, Florida Statutes provides units of local government the ability to adopt a written investment plan to govern the investment of their investment portfolio. The Leon County Board of County Commissioners on July 9, 2019 adopted revisions to the new investment policy that was adopted on July 11, 2017. These revisions to the Policy, which were recommended by the Investment Oversight Committee, were designed to provide more flexibility for liquidity needs, while ensuring the safety of the principal and earning a reasonable rate of return by modifying the portfolio sector maximums for specific security types.

The Florida Constitution provides that the Clerk of Court and Comptroller (Clerk) will be responsible for the investment of County funds and this report is being submitted by the Clerk as provided by the Board's Investment Policy. All investment activity was conducted in accordance with written procedures and internal controls.

II. INVESTMENT OVERSIGHT COMMITTEE

The Clerk established the Investment Oversight Committee (IOC) to formulate investment strategies, to provide short-range direction, and to monitor the performance and structure of the County's portfolio. The IOC consists of the Clerk Designee, Director of Civil Courts, Kenneth Kent; the County Administrator Designee, Director of Financial Stewardship, Scott Ross and three qualified individuals with financial or investment expertise who are independent of employment and business relationships with Leon County. The three outside members as of September 30, 2022 are Chairman, J. Ben Watkins III, State of Florida Director of the Division of Bond Finance, Renee McNeill, The First Bank and Dr. Apryl C. Lynn, MBA of Apryl C. Lynn & Associates.

III. ACTIVITIES OF THE INVESTMENT OVERSIGHT COMMITTEE

The Investment Oversight Committee (IOC) scheduled periodic meetings to discuss issues relating to the investments of the County. During the current year, the IOC continued to maintain the average annual effective duration for the managed external portfolio of approximately 2.21 and 2.42 years. Given the current market environment, the IOC will continue to carefully monitor the portfolio duration and allocation of assets.

IV. INVESTMENT OBJECTIVES

The Policy states that the primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity and finally, return maximization.

Safety of principal is the foremost investment objective. Investment transactions should seek to keep capital losses to a minimum, whether the result of security defaults, or erosion of market value. This is best insured by establishing minimum acceptable credit ratings, limiting the portfolio's overall duration, setting maximum exposures by sector, defining appropriate levels of diversification and authorized transactions and limiting exceptions.

The second objective is the provision of sufficient liquidity. A portion of the County's overall portfolio should be maintained very liquid in order to meet operating, payroll, and ongoing capital requirements. Maintaining a core level of assets with the government pools, such as FLGIT and Florida Prime or other short-term money market funds, is viewed as the best way of maintaining secure asset values with sound investment practices. The remainder of the overall portfolio should

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be managed in such a manner that funds can be liquidated in a reasonable amount of time, recognizing that there are other sources for day-to-day liquidity and that this portfolio is primarily available for income generation within the constraints of this policy.

Maximizing yield on the portfolio is of least importance compared to the safety and liquidity objectives above. Return maximization is guided by the predefined and acceptable levels of risk as defined in this policy.

V. PORTFOLIO PERFORMANCE

Acceptable portfolio performance is the result of balancing the rewards of investing, or the income earned, with the risks associated with those investments. Factors influencing the portfolio's performance are the types of permitted investments and allowable maturities, liquidity requirements, overall interest rate environment, cash flows, and the investment manager's performance.

The portfolio earned a total income of \$1,900,836 for fiscal year ending September 30, 2022. This total income provided an effective rate of return of 0.85% on an average daily balance of \$224,032,208. For comparison, the portfolio earned \$1,826,087 for the prior fiscal year. This represents an effective rate of return of 0.99% on an average daily balance of \$185,269,250.

The actively managed external portfolio did have realized losses for the 12-months ending September 30, 2022 of \$16,999. The yield on the external portfolio on September 30, 2022 was 1.34% versus 1.12% on September 30, 2021. The market interest rates were on an upward trend throughout the second half of the fiscal year. This leaves investments purchased during the lower rate environment with a lower market value than their book value. Since the County has sufficient liquidity and reserves, these investments will be held until maturity, and the losses will not be realized.

The following is an overall market and portfolio specific commentary provided by the County's investment advisor, Insight Investment.

Insight Investment Calendar Year Fourth Quarter 2022 Review & Outlook

As widely expected, the Fed executed its fourth 75bp hike in a row on November 2, 2022 shortly after the end of the current fiscal year. This constitutes 375bp of hikes since March 2022, taking the upper bound of the Fed funds rate to 4%. Fed chair Powell guided that the end of the hiking cycle was still some way off, indicating that slower but more rate hikes were possible. Subsequently the Fed provided guidance indicating that a "terminal rate" above 5% was realistic, higher than previous guidance had suggested.

After a string of disappointing CPI prints, consumer prices for October rose 7.7% year-on-year, below 8% for the first time since February 2022 and lower than 7.9% expected. Core inflation also rose less than expected, at 6.3%, down from last month's 40-year high of 6.6%.

Core goods prices moved into deflation on a month-on-month basis at -0.4%. Used cars were the largest negative contributor although other areas also fell, including apparel. Core services slowed for the first time in four months, from 0.8% to 0.4%, and was unchanged year-on-year at 6.7% (still a 40-year high). This was partly the result of the calculation of prices for health services, which fell sharply, and will likely be a drag on inflation for the next 12 months.

The labor market continued to show only tentative signs of easing. The US economy added 261,000 jobs in October, above expectations for 190,000. The unemployment rate ticked up

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slightly to 3.7%. Wage growth fell slightly, from 4.9% to 4.7%. Job openings for September rose by 4.25%, bringing the ratio of jobs to unemployed people to 1.9x, well above pre-pandemic norms of 1x to 1.2x.

The housing market continued to struggle given rising rates. Data at the end of August showed the S&P Case-Shiller 20-City Home Price Index had its largest decrease since 2009 and the FHFA Home Price Index saw its largest decline since 2011.

VI. PERMITTED INVESTMENTS AND ALLOWABLE MATURITIES

Table 1 summarizes the permitted investments, composition limits, and maximum allowable maturities. The County's available funds are invested according to Leon County's Investment Policy Section XV, which authorizes the County to invest in specific permitted investment types. The permitted investments are restricted by the Policy in their composition limits and maximum allowable maturities. The Policy permits maturities of the operating portfolio establishing a range of 60 days to 10 years. Table 1 gives a brief description of each investment type according to Section XVI of the Policy. It is generally regarded that the following investment types are safe investments and meet the Policy's first objective: safety.

Table 1 – Permitted Investments

<u>Investment Type</u>	<u>Composition Limit</u>	<u>Max Maturity/ WAL Limit</u>
<i>Repurchase Agreements</i>	15%, 5% any one issuer	60 Days
<i>Bankers' Acceptances</i>	15%, 5% any one issuer	270 Days
<i>Commercial Paper</i>	20%, 5% any one issuer	270 Days
<i>Financial Deposit Instruments</i>	30%	2-Year, 1-Year Avg
<i>Federal Instrumentalities</i>	45%, 15% any one issuer	5-Year
<i>Corporate Debt</i>	25%, 3% any one issuer	5-Year
<i>Municipal Bonds</i>	35%, 3% any one issuer	5-Year
<i>Mortgage Backed Securities (MBS), including CMOs</i>	35%, 15% any one issuer, 3% per CUSIP	5-Year WAL
<i>Asset Backed Securities</i>	10%, 3% any one issuer	5-Year WAL
<i>Commercial Mortgage Backed Securities (CMBS)</i>	8%, 3% any one issuer	5-Year WAL
<i>US Government Securities</i>	100%	10-Year
<i>US Federal Agencies (full faith and credit)</i>	100%, 20% any one issuer	5-Year
<i>Florida Prime (SBA), FLGIT</i>	20% each pool	NA
<i>FL Municipal Investment Trust (FMIVT)</i>	15%	NA
<i>SPIA, Money Markets</i>	100%	NA

The internal portfolio was invested in the following government pools during fiscal year ending September 30, 2022:

A. Florida Local Government Surplus Funds Trust Fund, also known as Florida PRIME

Florida PRIME is administered by the Florida State Board of Administration (SBA) for the purpose of pooling investment funds of local governments in an investment portfolio of money market instruments that provide liquidity while preserving capital. On February 13, 2008, the Trustees of the SBA hired Federated Investors to manage Florida PRIME, effective on March 1, 2008. As of October 1, 1997, the SBA had converted Florida PRIME to a "2a-7 like" investment pool (SEC Rule 2a-7 of the Investment Company Act of 1940). On September 30, 2022, Florida PRIME was invested in fixed rate and floating rate bank instruments, repurchase agreements, fixed rate and floating rate corporate commercial paper, floating rate corporate notes, money market mutual

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funds, and fixed rate and floating rate asset backed commercial paper. The rating for Florida Prime as of September 30, 2022 was AA+ by Standard and Poor's. A maximum of 20% of the portfolio may be invested with Florida PRIME without the written direction of the County's Finance Director to deviate from the Investment Policy limitation based on market conditions.

B. The Florida Local Government Investment Trust Government Fund (FLGIT)

The Florida Local Government Investment Trust (FLGIT) is a local government investment pool developed through the joint efforts of the Florida Court Clerks and Comptrollers (FCCC) and the Florida Association of Counties (FAC) for providing opportunities for the investment of excess public funds. FLGIT offers two investment funds to its participants, the Short Term Bond Fund and the Day to Day Fund. The Short Term Bond Fund is a longer term higher yielding fund. At September 30, 2022, the County did not have any balances in the Short Term Bond Fund. The Day to Day Fund is a highly liquid fund with underlying investments having a weighted average maturity of less than 90 days. The FLGIT Day to Day Fund does meet the criteria and has adopted operating procedures consistent with the requirements for a SEC Rule 2a-7 fund. On September 30, 2022, the majority of the Day to Day Fund was invested in US Treasuries, Agencies and Repurchase Agreements with the remainder in short term Corporate Bonds, Commercial Paper and Certificates of Deposit. The Day to Day Fund maintained a credit rating of AA+ by Fitch as of September 30, 2022. A maximum of 20% of the portfolio may be invested with FLGIT without the written direction of the County's Finance Director to deviate from the Investment Policy limitation based on market conditions.

C. Special Purpose Investment Trust (SPIA)

Effective July 1, 2004, Section 17.61(1), Florida Statutes was amended to permit organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool "Special Purpose Investment Account (SPIA)." Historically, SPIA participants have received higher earnings reflecting the higher risk associated with the longer maturities and lower credit quality. The rating for the Treasury Investment Pool as of September 30, 2022 was AA- by Standard and Poor's with a duration of 2.62 years. The County Investment Policy allows up to 100% of the County portfolio to be invested in SPIA.

In March 2015, the Florida Treasury implemented procedures to provide better cash forecasting and an increase in funds available for longer term investments which should increase the interest earnings of the pool as a whole. These enhancements included (1) closing the pool to new non-component unit entities, (2) requiring new withdrawal notices and minimum balance requirements and (3) setting a cap on investment amounts. Instead of 100% liquidity with 3 days' notice, the Florida Treasury now requires 5 days' notice for liquidations between \$20 and \$75 million and 20 days' notice for liquidations over \$75 million. In addition, 6 months' notice is required for liquidations planned below a floor calculated as 60% of the previous 3 months average balance. The changes by the Florida Treasury reduce the possibility of large unplanned liquidations from the pool. The IOC evaluated these changes and determined that the associated risks would be monitored and dollars reallocated between asset classes (including SPIA) based on periodic analysis of the market risk.

The financial details and disclosures for the Treasury Investment Pool are made in Note 4 to the State of Florida Annual Comprehensive Financial Report (ACFR).

At September 30, 2022, the majority of the Florida Treasury Investment Pool holdings were in US Treasuries, US Government Agencies/Bonds, Corporate Bonds, and Agency Mortgage Backed

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Securities. The Pool's fair value factor was 0.9357 for September 2022. A factor of less than 1.0000 indicates that the market value of the Pool's investments is less than the funds invested in the Pool. For more information relating to the Treasury Investment Pool, please visit the website at <http://www.myfloridacfo.com/Division/Treasury/>.

VII. LIQUIDITY REQUIREMENTS

The second objective in managing the County's investments is the provision of sufficient liquidity. On a regular basis, the County's receipts and disbursements are analyzed to determine trends in cash inflow and outflow. Cash inflows are invested immediately upon receipt and become part of the portfolio. The portfolio provides cash for weekly payment of operating and capital expenditures, biweekly payment of payroll expenditures and semiannual debt service payments. A liquidity base of approximately at least two months of anticipated disbursements is kept in relatively short term investments.

VIII. INVESTMENT OPERATIONS

Investing activities are conducted by the investment advisor and qualified professionals in the Clerk's Office in accordance with Florida Statutes, County Ordinances, and written policies and procedures. Periodic reports of investment activity and positions are prepared and distributed to management of the Clerk's Office, management of the BCC and the Investment Oversight Committee. Regular meetings of the IOC are held to monitor the portfolio, evaluate investment performance and discuss investment strategies.

The investment advisor and Clerk staff use sophisticated techniques in carrying out investment activities including the use of electronic bank and trust account systems, electronic funds transfer, on-line real-time monitoring of U.S. securities markets and electronic trading. Bank account balances, cash requirements, investment positions and trust account activity are monitored daily. Current conditions and evaluations of national economic activity are considered in making asset allocation decisions.

A. Portfolio Balances

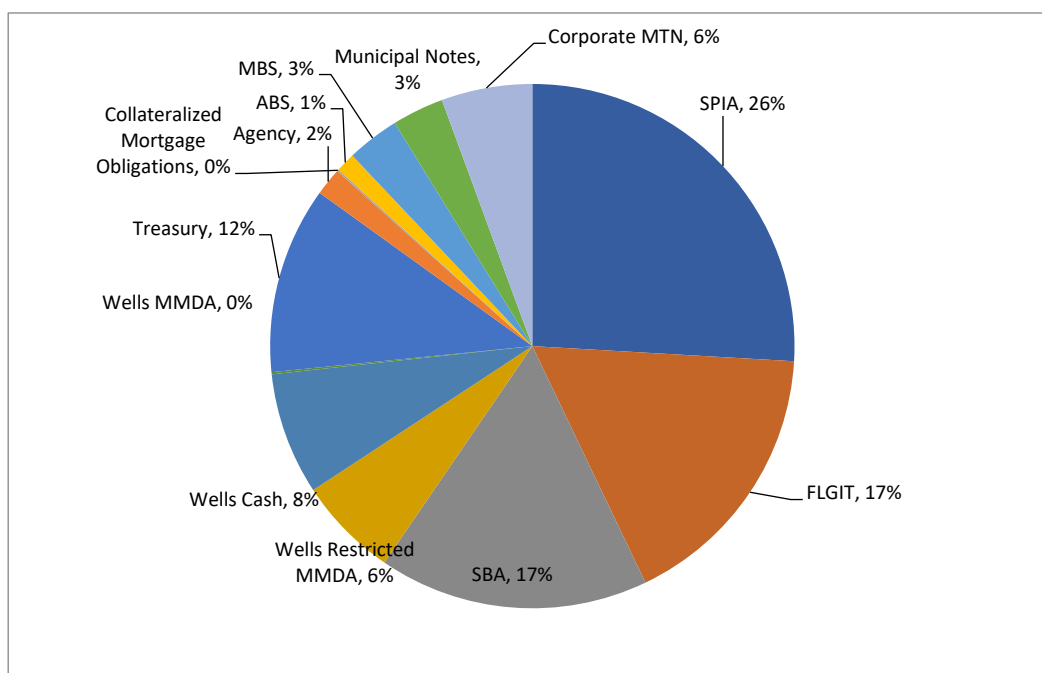
The portfolio's ending balance for fiscal year 2022 was \$206,594,753 while the ending balance for 2021 was \$173,337,396, an increase of \$33,257,357.

B. Portfolio Composition

The Clerk or the Clerk's designee (Finance Director) shall have the option to further restrict or increase investment percentages from time to time based on market conditions. Any changes to the portfolio composition guidelines or limits must be in writing from the Finance Director directed to the appropriate parties and discussed at each quarterly Investment Oversight Committee meeting. The portfolio was managed in compliance with diversification requirements for investment types as shown in the following **Portfolio Composition Graph**.

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C. Portfolio Maturities

Portfolio management was also accomplished in compliance with the Policy that requires ensuring sufficient liquidity as well as diversity in maturities. Shown in Table 3 are the average terms of each investment type held as of fiscal year end 2021 and 2022. Average term is the weighted average number of days remaining to maturity of the investment. Average terms greater than one year represent investments of non-current funds, including the non-current operating portfolio, and investments of bond proceeds and debt service reserve funds. The externally managed portfolio was invested for a weighted average term of approximately 650 days in fiscal year 2022, as compared with a weighted average term of 704 days in fiscal year 2021.

Table 3- External Manager Average Term by Investment Type (Days)

	FY 2022	FY 2021
US Treasury Notes	719	431
US Agency Notes	664	756
Commercial Mortgage Backed Securities	762	573
Asset Backed Securities	220	467
Mortgage Backed Securities	453	657
Municipal Notes	507	675
Corporate Notes	416	431

D. Earnings and Yields

The portfolio earned total income of \$1,900,836 for fiscal year ending September 30, 2022. This total income provided an effective rate of return of 0.85% on an average daily balance of \$224,032,208. For comparison, the portfolio earned \$1,826,087 for the prior fiscal year. This represents an effective rate of return of 0.99% on an average daily balance of \$185,269,250. The range of duration of the County's overall portfolio is defined as 0.5 years to 2.5 years. Unusual market or economic conditions may mandate moving the portfolio outside of this range. The Investment

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Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above. The duration of the portfolio was an annual average of 2.31 years.

Table 4- Quarter Wt. Average Yields

	09.30.21	12.31.21	03.31.22	06.30.22	09.30.22
<i>Insight Investment</i>	1.12%	1.12%	1.05%	1.14%	1.34%
FL State Treasury SPIA	1.05%	0.78%	0.39%	0.92%	1.20%
<i>FL Local Govt Investment Trust</i>	0.02%	0.08%	0.25%	1.15%	2.44%
<i>Florida Prime (SBA)</i>	0.09%	0.13%	0.29%	1.25%	2.61%
<i>Wells Fargo Restricted MM</i>	0.15%	0.15%	0.27%	1.28%	1.05%
<i>Wells Fargo Cash</i>	0.25%	0.25%	0.37%	1.38%	1.15%
<i>Wells Fargo Sweep</i>	0.01%	0.01%	0.07%	0.94%	2.22%
Quarter Wt. Average Yields	0.86%	0.55%	0.50%	1.11%	1.66%

The dollar amount of interest earnings is used in historical and budgetary comparisons and in cash flow analysis. Actual interest earnings totaled \$1,917,835 in fiscal year 2022 and \$1,660,880 in fiscal year 2021. Actual interest earnings were \$ \$810,981 more than the budget in fiscal year 2022 and \$75,061 less than the budget in fiscal year 2021.

Table 5- Budget and Actual Income

	FY 2022	FY 2021
<i>Actual</i>	\$1,917,835	\$1,660,880
<i>Budget</i>	\$1,106,854	\$1,735,929
<i>Variance</i>	\$810,981	\$(75,061)

IX. CONCLUSION

In conclusion, the results outlined in the Annual Investment Report are as follows:

- Investment income increased 4% year over year with a \$38.7 million increase in overall average investment balances. The interest rate environment has markedly changed over the course of the fiscal year due to the change in monetary policy with the Federal Reserve raising short term interest rates 5 times during fiscal 2022. Consequently, short term interest rates increased significantly over the second half of the fiscal year. As expected, with this raising rate environment, the return from our longer duration investments were lower than that from our shorter duration investments. For a more detailed discussion of the rising interest rate environment and its impact on our investment portfolio, see Section V of the report. Our investment portfolio at year end reflects this, with more investments held in the short-term money market funds. When market conditions change, this strategy will be reassessed.
- The Investment Portfolio activity was in compliance with the Investment Policy.
- The interest rate and fixed income market environment continues to be volatile. The external manager continues to tactically manage the duration as changes in the market occur.

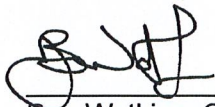
Investment Oversight Committee

ANNUAL INVESTMENT REPORT
Fiscal Year Ended September 30, 2022
Leon County, Florida

The IOC met regularly to monitor market conditions, investment performance, ensure compliance with the investment policy and oversee the performance of the external manager. The investment policy requires staff to notify the IOC of any deviations from the investment policy including any time that any holdings drop below the minimum credit ratings required under the policy or investment policy limits are exceeded. The IOC will then consider the current market environment and make recommendations or any corrective action needed. Any deviations from the investment policy shall be in writing and authorized by the County's Finance Director.

On March 30, 2022, the IOC met to review and approve this annual report summarizing the performance of the internal portfolio and the external manager.

Presented by:



Ben Watkins, Chairman
Investment Oversight Committee



Gwendolyn Marshall, Clerk of the Court
and Comptroller, Leon County, Florida

**Leon County
Board of County Commissioners**

Notes for Agenda Item #17

Leon County Board of County Commissioners

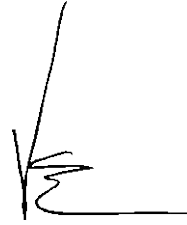
Agenda Item #17

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Report on Leon County's Towing Ordinance



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Nicki Paden, Special Projects Coordinator Amir Warren, Management Intern

Statement of Issue:

As requested at the February 21, 2023 meeting, this item seeks Board acceptance of a status report on the County's Towing Ordinance.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the status report on Leon County's Towing Ordinance.

Report and Discussion

Background:

At its February 21, 2023 meeting, the Board requested a status report on the County's Towing Ordinance. This item provides a status report on the County's Towing Ordinance including an analysis of the specific provisions relating to the regulation of towing services and fees in Leon County.

On June 28, 2005, the Board adopted Ordinance No. 05-20 establishing rules and regulations for towing services ("Towing Ordinance"), which was codified in Chapter 11, Article IX of the Leon County Code of Laws. The County's Towing Ordinance (Attachment #1) seeks to promote fair and transparent towing practices, protect the rights of vehicle owners and consumers, and ensure that towing services operate in compliance with local laws and regulations.

Over the years, the County's Towing Ordinance has been reviewed and amended by the Board to reflect changes in the towing industry and to address emerging concerns. Such amendments have been made to reflect the most recent vehicle safety requirements and fee schedule updates; clarify and/or strengthen existing sections; and establish authority and guidelines for the Leon County Sheriff's Office related to the registration and review of towing operators. The County's Towing Ordinance was last reviewed and amended by the Board in September 2015. Any modifications to the ordinance would require a future agenda item be prepared for Board consideration, followed by a subsequent public hearing.

Analysis:

Chapters 713 and 754, Florida Statutes (F.S.), establishes minimum standards for recovering, towing, or storing vehicles, and authorizes county governments to establish additional regulations for towing services. In addition, under Section 125.0103, F.S., county governments are required to establish maximum rates for towing companies to charge for "trespass" and "rotation" towing services. As such, the County's Towing Ordinance establishes general rules and regulations for all towing service operators, as well as specific provisions and the maximum rates for "trespass towing", which is the removal of vehicles illegally or improperly parked on private property, and "rotation towing", which is the removal of wrecked or disabled vehicles.

The following provides an overview of the County's Towing Ordinance, including an analysis of the specific provisions relating to the regulation of towing services and fees in Leon County.

General Provisions of the County's Towing Ordinance

The County's Towing Ordinance authorizes the Leon County Sheriff (LCSO) or designee to adopt rules and regulations for the implementation and administration of the Ordinance. As authorized, LCSO has established a registration process for all towing establishments to complete, in order to receive an operating permit upon review and approval by LCSO. As part of this process, all owners, towing wrecker operators, and towing service vehicles, must be registered with LCSO prior to conducting towing services in Leon County. This process ensures that towing operators have the necessary credentials and insurance coverage for operating a towing establishment.

LCSO also requires all owners or operators of towing establishments to obtain a wrecker operator's identification card prior to conducting any towing services. As part of the application process, LCSO conducts background checks and driver's license history checks of applicants, along with safety inspections of towing vehicles.

The County's Towing Ordinance outlines requirements for storage of towed vehicles, prohibitions, and other safety provisions to ensure a standard of reasonable care for vehicle owners. The Ordinance outlines storage area requirements for facilities used by towing operators to house towed vehicles, such as the required use of secure locks, sufficient illumination for lighting, and annual inspection of storage areas by LCSO. The Ordinance also outlines prohibitions to promote fair and transparent towing practices and protect the rights of vehicle owners and consumers. These prohibited practices include "crabbing", a situation when a towed vehicle is not traveling in a straight line behind the wrecker, operating a wrecker without maintaining the required minimum insurance coverage, among others.

To ensure that towing services operate in compliance with local laws and regulations, the Ordinance establishes penalties and fines for violation of the Ordinance provisions. Penalties include fines, liability for any damage resulting from towing services, and the revocation of towing privileges. The Ordinance authorizes the Leon County Sheriff, or designee, to enforce and determine penalties to be imposed for violation of the Ordinance provisions. Upon determination by LCSO that a violation has occurred, the Ordinance provides for a due process hearing to be conducted by the LCSO's Legal Office prior to revocation of towing privileges.

Trespass Towing

As noted previously, Section 125.0103, F.S., requires county governments to establish maximum rates for towing companies to charge for "trespass" and "rotation" towing services. As defined in the County's Towing Ordinance, "trespass towing" is the removal of vehicles illegally or improperly parked on private property. The County's maximums fees charged for towing vehicles parked on private property, as established under the County's Towing Ordinance, are outlined in Table #1 below. Comparative rates to other jurisdictions are included as Attachment #2.

Table 1: Maximum Rates for Trespass Towing Services

Trespass Towing Service	Maximum Rate
Removal of a Class A vehicle	\$88.00
Removal of a Class B vehicle	\$145.00
Removal of a Class C vehicle	\$300.00
Removal of a Class D vehicle	\$400.00
Storage Fee (after first 24 hours)	\$25.00/Day

** Removal rates based on the gross vehicle weight*

The County's Towing Ordinance outlines required prerequisites that must be fulfilled prior to the towing of vehicles illegally or improperly parked on private property. Private property owners

may request that an illegally or improperly parked vehicle be towed from their property at any time of the day so long as that property has signs posted to indicate that unauthorized vehicles will be towed "24 hours per day". Private property owners may also elect to authorize the towing establishment to remove illegally or improperly parked vehicle, without express instruction from the private property owner, between midnight and 7 a.m. Similarly, the County's Towing Ordinance requires signage to be posted with towing notice. Property owners must obtain approval by LCSO prior to posting such towing signage. In addition, the County's Towing Ordinance requires that private property owners and the towing establishment, have a written agreement for trespass towing services executed and in place at least 24 hours prior to the towing of any vehicle off the private property. The agreement must be submitted to LCSO for approval and include specific provisions including the authorized days/time for trespass towing, the fees to be paid, etc.

Rotation Towing

As defined in the County's Towing Ordinance, "rotation towing", is a system whereby a group of towing establishments have agreed to rotate answering calls for towing and storage services when requested by a law enforcement agency at the scene of an accident or an abandoned or disabled vehicle. The County's Towing Ordinance establishes the following maximums fees charged for towing wrecked or disabled vehicles:

Table 2: Maximum Rates for Rotation Towing Services

Rotation Towing Service	Maximum Rate
Removal of a Class A vehicle	\$110.00 - \$140.00
Removal of a Class B vehicle	\$140.00 - \$170.00
Removal of a Class C vehicle	\$300.00 - \$400.00
Removal of a Class D vehicle	\$400.00 - \$500.00
Storage Fee (after first 24 hours)	\$25.00 - \$50.00/Day

** Removal rates range based on day/time services are provided*

** Additional fees may apply for excess time spent at accident scene; use of additional equipment; etc. as outlined in the County's Ordinance*

As outlined in the County's Towing Ordinance, the Leon County Sheriff is authorized to establish the rotation wrecker towing system for the removal and storage of wrecked, abandoned, or disabled vehicles when the owner or operator of the vehicle leaves the procurement of a qualified towing wrecker operator to the investigating law enforcement officer. Under this process, qualified towing establishments that are registered with LCSO are placed on a call list, and contacted in ranking order as the need arises, and then rotated to the bottom of the list.

Options:

1. Accept the status report on Leon County's Towing Ordinance.
2. Do not accept the status report on Leon County's Towing Ordinance.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Article IX of the Code of Laws of Leon County, Florida – "Towing Services"
2. Comparison of Maximum Rates for Towing Services

ARTICLE IX. TOWING SERVICES

DIVISION 1. GENERALLY

Sec. 11-279. Definitions.

Unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this article its more effective application. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section:

Administrative fee means the fee that is charged by a towing establishment for conducting a lien search, and certified mail notification to the insurance company, lien holder, owner and all other parties with a vested interest in the vehicle or vessel. The notification shall advise the insurance company, lien holder, owner and all other parties with a vested interest, of the location of the vehicle or vessel and the accrued towing and storage charges as required by F.S. § 713.78.

Applicable law enforcement means the Leon County Sheriff's Office.

Consensual towing means towing a motor vehicle or vessel with the consent of the vehicle owner or authorized operator.

Crabbing means the prohibited practice of driving in a manner which causes the towed vehicle to take up any portion of the roadway other than the lane in which the wrecker is occupying, where the towed vehicle is out-tracking from and deviating from the path of the wrecker.

Dragging means the prohibited practice of hooking a wrecker up to a vehicle and dragging it out of the parking space to complete the attachment process, or the process of placing the grounded end on dollies. Dollies and safety straps, or other devices used for safe towing of these vehicles, must be put in place before moving a vehicle.

Emergency means circumstances where the usual operation of a business or other private property is impeded by the blocking of entrances, exits or access to operational equipment, but specifically shall not include tows for the purpose of clearing parking areas.

Extra time/labor at scene means any extra time beyond one-half-hour, needed to safely remove a vehicle or vessel, and shall also include the amount of time spent at a scene when a wrecker has been summoned and is on scene, but unable to proceed through no fault of the wrecker operator. All extra time/labor shall be documented by the wrecker operator and shall include: the name of the law enforcement agency, the law enforcement agency case number, detailed billing, including an explanation of the services rendered which necessitated the charges and detailed photographs of the scene. Extra time/labor shall be charged in 15-minute increments.

Gross vehicle weight rating (G.V.W. or G.V.W.R.) means the maximum operating weight/mass of a vehicle as specified by the manufacturer.

LCSO means Leon County Sheriff's Office.

Major credit card means a valid Visa or Mastercard.

Non-consensual towing means towing without the prior consent or authorization of the owner or authorized operator of the vehicle or vessel to be towed, and shall include both rotation towing and private property/trespass towing as defined herein.

Permit means the certificate or document that allows an establishment to engage in the business of recovering, towing, removing and storing vehicles or vessels for compensation in the county.

Relay towing means the prohibited practice in which the towing wrecker operator removes a vehicle and takes it to an alternate location other than the storage lot in order to simultaneously remove multiple vehicles in a reduced amount of time, then later transporting all vehicles to the storage facility.

Roam towing means towing of vehicles as defined in trespass towing where the towing establishment has entered into a contract with a private property owner to roam their property during designated hours to remove improperly parked vehicles.

Rotation towing system means a system whereby a group of towing establishments have agreed, in writing, to rotate answering calls for towing and storage services when requested by a law enforcement agency at the scene of an accident or an abandoned or disabled vehicle. The towing establishments shall be placed on a call list, and contacted in ranking order as the need arises, and then rotated to the bottom of the list.

Service call means a towing establishment's response to a request for service where towing of the vehicle is not required. The towing establishment may charge a reasonable fee for services rendered, up to one-half of the applicable base rotation towing rate for the class of vehicle, exclusive of any other rotation towing fees. A service call shall include but not be limited to: changing a flat tire, providing fuel, assisting in starting a vehicle, unlocking a vehicle or winching an operable vehicle back onto the roadway. The fee does not include the cost of parts for any authorized vehicle repairs made at roadside, which may be charged by the towing establishment in addition to the service fee. A towing establishment is prohibited from assessing the full rotation towing rate if the vehicle is not removed. The towing establishment that renders service rather than towing a vehicle shall not be rotated to the bottom of the rotation list, but shall remain at the top of the list for the next available call.

Sheriff means the county elected constitutional officer.

Towing administrator means the employee designated by the LCSO to administer towing services within the county.

Towing establishment means any company, corporation, or entity that engages in, owns or operates a business providing towing, recovery and storage of vehicles or vessels for compensation.

Towing wrecker operator means any driver or other employee that has direct and approved access to any towed vehicle.

Trespass towing means towing or removal of a vehicle that is improperly parked on private real property, at the property owner's direction, or as defined in roam towing.

Vehicle means any mobile item, whether motorized or not, which is mounted on wheels.

Vessel means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a documented vessel as defined in F.S. § 327.02(9).

Weather wrap/tarpaulin fee means a fee that may be assessed when, due to damage to the vehicle, the towing establishment reasonably finds it necessary to install and maintain coverage on any stored vehicle in order to protect the interior accessories or upholstery from further damage by inclement weather.

(Code 1992, § 11-330; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 12-15, § 1, 11-13-2012; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-280. Liens for recovering, towing, or storing vehicles.

- (a) Any person or company regularly engaged in the business of recovering, towing or storing vehicles who comes into possession of a vehicle pursuant to F.S. § 713.78(2), and who claims a lien for recovery, towing, or storage services, shall give notice to the registered owner, insurance company and to all persons claiming a

lien thereon, as disclosed by the records in the department of highway safety and motor vehicles or of a corresponding agency in any other state. Said notice shall be as provided in F.S. § 713.78(4).

- (b) In addition to the notice provisions of F.S. § 713.78(4), the notice shall provide a date, time and place for the sale authorized pursuant to F.S. § 713.78.

(Code 1992, § 11-331; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-281. Storage area requirements.

- (a) Towing establishments providing services pursuant to this article shall maintain one or more storage facilities for the purpose of storage and redemption of vehicles/vessels by owners, insurance companies or their representative. When closed, the storage facility shall have a sign indicating a telephone number where the company can be reached at all times. Upon a request from the vehicle/vessel owner, insurance company or their representative, the company shall release the vehicle/vessel to the vehicle/vessel owner, insurance company or their representative within one hour. A detailed, signed receipt shall be given to the vehicle owner, insurance company or their representative at the time of payment, whether requested or not.
- (b) In addition to the requirements of F.S. § 715.07, storage sites utilized by towing establishments for the storage of motor vehicles must:
 - (1) Be securely locked;
 - (2) Cover an area with a minimum 7,500 square foot area;
 - (3) Be enclosed by a chain link or solid wall type fence at least six feet in height;
 - (4) Be illuminated with lighting of sufficient intensity expanding to a distance of at least 150 feet during nighttime;
 - (5) Use one or more of the following security methods to discourage theft of vehicles, vessels or any personal property contained in such vehicles or vessels stored in the wrecker operator's storage facility:
 - a. A night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;
 - b. A security dog remains at the storage facility from sunset to sunrise;
 - c. Security cameras or other similar surveillance devices (such as an alarm system), to monitor the storage facility; or
 - d. A security guard service examines the storage facility at least once each hour from sunset to sunrise.
 - (6) Be inspected by the LCSO towing administrator during the annual application and inspection process.

(Code 1992, § 11-332; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 12-15, § 1, 11-13-2012; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-282. Publication of notice.

If publication of notice is required, such notice shall be published in a newspaper of general circulation in the county which is published at least one day a week and of general interest and readership in the county pursuant to F.S. ch. 50, not one of limited subject matter.

(Code 1992, § 11-333; Ord. No. 05-20, § 1, 6-28-2005)

Sec. 11-283. Prohibitions.

- (a) It shall be a violation of this article to charge any fee which is based on law enforcement response to a call by the owner of a vehicle.
- (b) It shall be a violation of this article for a non-consensual towing establishment to charge a release fee that exceeds the normal towing and storage fee for towed vehicles which are released from storage facilities during normal business hours. Normal business hours shall be from 8:00 a.m. to 6:00 p.m.
- (c) It shall be a violation of this article for any owner or employee of a towing establishment to move, remove or deface any tow-away sign without the permission of the real property owner or an authorized representative of the owner.
- (d) It shall be a violation of this article for any owner or employee of a towing establishment to compensate, by cash or in-kind services, a property owner or their agent in exchange for any agreement to tow vehicles from the property owner's property.
- (e) It shall be a violation of this article for a non-consensual towing establishment to exceed the fees set forth in this article.
- (f) Each towing establishment's insurance company shall provide a properly completed certificate of insurance evidencing all coverage to the LCSO towing administrator upon application/renewal for an operating permit. Each vehicle must be listed on the certificate by its year, make and vehicle identification number. Certificates of insurance must contain the following name and address as certificate holder: Leon County Sheriff, 2825 Municipal Way, Tallahassee, Florida 32304, Attention: Towing Administrator. It shall be a violation of this article to operate a wrecker without maintaining insurance coverage in the following minimum amounts:
 - (1) Garage liability insurance in an amount of not less than \$300,000.00 combined single limit liability;
 - (2) Garage keeper's legal liability in an amount of not less than \$50,000.00, covering perils of fire and explosion; theft of a vehicle, its parts, or contents; riot and civil commotion; vandalism, and malicious mischief;
 - (3) On-hook coverage in an amount of not less than \$50,000.00 covering damage to a vehicle or vehicles in tow;
 - (4) Bodily injury liability insurance and property damage liability insurance in amounts of not less than:
 - a. \$50,000.00 per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.
 - b. \$100,000.00 per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds or more but less than 44,000 pounds.
 - c. \$300,000.00 per occurrence for a wrecker with a gross vehicle weight of more than 44,000 pounds.
 - (5) Workers' compensation insurance as required by state law.
- (g) It shall be a violation of this article for any owner or employee of a towing establishment to attach a towed vehicle in such a manner that it is not traveling in a straight line behind the wrecker (otherwise known as "crabbing"), so that both vehicles fail to remain in a single lane of travel, in violation of F.S. § 316.089(1).
- (h) It shall be a violation of this article for any owner or employee of a towing establishment to demand a no tow fee if the vehicle they are physically connected to exceeds the gross vehicle weight of the wrecker. For example, a Class A wrecker is not capable of towing a Class C vehicle because the combined weight of the two vehicles exceeds the gross vehicle weight capability of the wrecker.

- (i) It shall be a violation of this article for a vehicle to be towed on the roadways of the county without all devices necessary for the safe towing of the vehicle being in place to include but not be limited to; a commercially manufactured steering wheel securing device, towing lights and two safety straps securely attached to the wheel lift and/or dollies.
- (j) It shall be a violation of this article for any towing establishment to tow a vehicle if there is a living person or animal occupying the vehicle.
- (k) It shall be a violation of this article for persons who provide towing services to use physical force or violence or threats of physical force or violence to aid in efforts to recover or tow vehicles or vessels.
- (l) It shall be a violation of this article, and be deemed fraudulent, to transfer ownership of a towing establishment to a successor company if said transfer is made by the towing establishment for the purpose of evading fees or penalties issued pursuant to this article.
- (m) Towing establishments who are found to be in violation of this article relating to a specific towing incident shall be required to reimburse the vehicle/vessel owner all improper and/or illegal overcharges related to that towing incident. Failure to reimburse the owner of the vehicle/vessel in such cases is a violation of this article.

(Code 1992, § 11-334; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-284. Owner, operator and vehicle registration provisions.

- (a) The sheriff or designee shall have the authority to adopt such rules and regulations as are necessary for the implementation and administration of this article. The sheriff shall be authorized to charge reasonable fees for the administration of this article.
- (b) It shall be a violation of this article for any person, either as principal, agent or employee of a towing establishment to conduct towing services without having first registered the owner, towing wrecker operators and towing service vehicles with the LCSO using a format approved by the LCSO. The information for the county registration shall contain the make, model and manufacturer's serial number of the vehicle; date the vehicle was put into service; the driver's license number of the owner; the name of the insurance company or companies with which the owner and operators have liability insurance coverage for the operation of the vehicle as required by law; the name and driver's license number of all employees involved in the towing of vehicles, and such other information as may be required. It shall be the responsibility of the towing establishment to provide updated information to the LCSO.
- (c) The sheriff or designee shall review and investigate each application/renewal for an operating permit. The sheriff or designee shall issue a towing operating permit to towing establishments meeting the standards and requirements for an operating permit as provided for in this article. The sheriff or designee shall deny any application/renewal that is incomplete or untrue in whole or in part, or which fails in any way to meet the requirements of this article including, but not limited to, the following:
 - (1) In addition to the provisions of section 11-285, if the owner/applicant has been convicted, found guilty, pled guilty or nolo contendere to, regardless of the adjudication of guilt, within the last ten years involving: insurance fraud, unlawful repossession of a motor vehicle under F.S. ch. 493, theft of a motor vehicle under F.S. § 812.014, operation of a chop shop under F.S. § 812.16, failure to maintain records of motor vehicle parts and accessories under F.S. § 860.14, airbag theft or use of fake airbags under F.S. § 860.145 or 860.146, overcharging for repairs and parts under F.S. § 860.15, violation of the towing or storage requirements for a motor vehicle under F.S. § 321.051, F.S. ch. 323, F.S. §§ 713.78, 715.07, carjacking under F.S. § 812.133; or

- (2) Any felony where use of a vehicle was involved in theft of property. In the case of a corporate or partnership applicant, all corporate officers and directors, or partners shall be subject to these provisions.
- (d) The provisions of this article shall not apply to governmental agencies, vehicle rental companies which tow their own vehicles, to businesses utilizing trucks capable of transporting five or more vehicles at one time, towing companies whose sole business is recovery/repossession, or to persons who use towing vehicles to transport their vehicles solely for personal, family, household or recreational use.
- (e) Towing establishments conducting non-consensual towing in the county but having their primary place of business outside of the county shall be required to obtain an operating permit and shall be subject to all of the provisions of this article. Towing establishments whose principal place of business is located outside the county that provide only consensual towing services in the county shall be exempt from the licensing/permitting provisions of this article.
- (f) Nothing in this article shall be construed to prohibit the discharge or storage of a vehicle lawfully recovered, towed or removed in another county and lawfully transported into the county; nor shall anything in this article be construed to prohibit a vehicle owner, authorized agent or insurance company from requesting the services of a towing establishment not regularly doing towing business in the county to remove the owner's vehicle to a location outside the county.

(Code 1992, § 11-335; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 12-15, § 1, 11-13-2012; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-285. Wrecker operator's identification card; renewal.

- (a) No wrecker owner or operator shall conduct towing services without first having obtained a wrecker operator's identification card from the LCSO. After satisfactory completion of the required application process, the LCSO shall issue an identification card. Each identification card shall contain the following:
 - (1) A photograph of the towing wrecker operator;
 - (2) The name of the wrecker service and towing wrecker operator's first and last name; and
 - (3) A control number that can be linked to the driver's personal information.

If the identification card is lost, damaged, stolen or becomes illegible, the card shall be replaced by the LCSO.

- (b) It shall be a violation of this article for the owner of any towing establishment to permit any person to be employed as a towing wrecker operator within the county unless such person has been granted an identification card to engage in consensual or non-consensual towing by the LCSO. Each identification card shall be valid for one year from date of issuance.
- (c) In order to secure a towing wrecker operator identification card, an applicant shall comply with the following and provide such information on a form provided by the LCSO.
 - (1) The applicant shall be at least 18 years of age.
 - (2) The applicant shall possess a valid state driver's license for the class of towing vehicle operated and provide a photocopy to the wrecker administrator.
 - (3) The applicant shall provide a copy of his medical certification card, if applicable.
 - (4) The applicant shall be competent by reason of experience and/or training to safely operate the class of towing vehicle driven. The applicant shall be able to demonstrate his ability to safely operate the towing vehicle.
 - (5) The applicant shall be insured by the towing establishment's insurance provider.

- (6) The applicant shall not have a prior conviction of the following:
- a. Any felony conviction within the previous five years from the date of application/renewal if his civil rights have not been restored.
 - b. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of guilt, within the previous ten years from the date of application/renewal, for a felony or first degree misdemeanor directly related to the business of towing motor vehicles.
 - c. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of guilt, within the previous five years, of driving under the influence of alcohol, a controlled substance, or a chemical substance, to the extent that normal faculties are impaired.
 - d. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of guilt, for a violent felony offense, sexual, or lewd and lascivious offense, regardless of the amount of time that has elapsed between the date of the application/renewal and the final disposition of the case.
 - e. Any conviction, plea of guilty or nolo contendere, regardless of the adjudication of guilt, for any felony offense that the sheriff or designee determines to be a threat to the safety and welfare of the public, regardless of the amount of time that has elapsed between the date of application/renewal and the final disposition of the case.
 - f. More than two traffic citations resulting from accidents within the previous three years from the date of application/renewal wherein the driver has been found guilty or pled guilty.
 - g. More than two convictions of first degree misdemeanor traffic crimes, including, but not limited to, reckless driving, careless driving and racing, within the previous three years from the date of application/renewal wherein the driver has been found guilty or pled guilty.
 - h. More than three separate incidents involving moving violations in any 12-month period within the previous three years from the date of application/renewal wherein the driver has been found guilty or pled guilty.
 - i. Has been classified as a habitual traffic offender (as defined by state statutes) or as defined by the state where he previously resided within the previous five years from the date of application/renewal.
- (7) The applicant shall undergo a background check consisting of:
- a. Fingerprint-based state and national criminal history record checks through the state department of law enforcement and Federal Bureau of Investigation in accordance with F.S. § 125.5801.
 - b. Driver's license history.

(d) Renewals.

- (1) The wrecker operator's identification card shall be renewed annually for operators who remain with the same towing establishment. Prior to an operator towing with a different towing establishment, the operator shall notify the LCSO towing administrator and obtain a new identification card.
- (2) Towing establishments shall be re-inspected every year.

(Code 1992, § 11-336; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 12-15, § 1, 11-13-2012; Ord. No. 13-16, § 1, 7-9-2013; Ord. No. 15-12, § 1, 10-13-2015)

Sec. 11-286. Vehicle decal; renewal.

- (a) Application or renewal for a vehicle decal utilized for towing services shall be made to the LCSO towing administrator. The process will consist of the following:
- (1) Equipment check of the vehicle by the LCSO to include the following items:
- a. Minimum manufacturer's rated capacity-truck chassis according to GVW class.
 - b. Tow dollies (for Class A and B wheel-lift towing vehicles).
 - c. Winch capacity according to G.V.W. class.
 - d. Winch cable length according to G.V.W. class.
 - e. Minimum of two safety tie down chains no less than ten feet each.
 - f. Snatch block for each winch.
 - g. Extra towing chain with hooks (six to eight feet).
 - h. Two-way radio or mobile phone.
 - i. Amber emergency lights.
 - j. Clearance and marker lights.
 - k. Two spotlights (floodlights) mounted on the rear of the vehicle.
 - l. Proper lettering, professionally done on both sides of wrecker.
 - m. Bolt cutters (minimum of one-half-inch opening).
 - n. Flashlight.
 - o. Traffic cones, 30-minute fuses, red reflectors, or triangles.
 - p. Fire extinguisher, CO2 or dry chemical based with a current inspection tag attached.
 - q. Four-way lug wrench or impact wrench.
 - r. Crowbar or pry bar, minimum of 30 inches.
 - s. Heavy-duty push broom.
 - t. 50 pounds of sand or equivalent for fluid absorbency.
 - u. Set of jumper cables or jumpbox.
 - v. Square shovel.
 - w. Axe, saw, or chainsaw.
 - x. Trash receptacle or bags for glass/debris removal.
 - y. Commercially manufactured steering wheel securing device.
 - z. Sufficient tread on all tires (minimum 4/32 tread depth groove on the front tires and 12/32 on all other tires).
 - aa. Safety garments such as reflective vests, reflective jackets, reflective shirts, and any other reflective clothing that will cause personnel to be more visible to the public, shall be worn by all towing company personnel while performing a recovery on or near a roadway, regardless of day

or night hours. The personal protective safety clothing shall meet the performance Class 2 or 3 requirements of the ANSI/ISEA 107-2010.

bb. All other equipment required by F.S. ch. 316 and F.S. § 715.07.

cc. Wrecker must be commercially manufactured with the following minimum specifications:

<i>Class A Wrecker—Minimum Ratings:</i>		
1.	Gross vehicle weight rating	14,500 lbs.
2.	Boom capacity	16,000 lbs.
3.	Winching capacity	8,000 lbs.
4.	Cable size and length	$\frac{3}{8}$ " x 100'
5.	Wheel lift retracted rating	5,000 lbs.
6.	Wheel lift extended rating	4,000 lbs.
7.	Tow sling safe lift rating	3,500 lbs.
8.	Safety chains (2 each)	5/16" grade 70
9.	Cab to axle dimension	60"
<i>Class A Car Carrier—Minimum Ratings:</i>		
1.	Gross vehicle weight rating	15,000 lbs.
2.	Deck capacity	10,000 lbs.
3.	Length	19'
4.	Winching capacity	8,000 lbs.
5.	Cable size and length	$\frac{3}{8}$ " x 50'
6.	Tie down chains (4 each)	5/16" grade 80
7.	Tie down straps (optional) (4 each)	2,000 lbs.
8.	Cab to axle dimension	120"
<i>Light Duty-Non Police Towing Minimum Ratings:</i>		
1.	Gross vehicle weight rating	9,500 lbs.
2.	Weight of tow truck	4,000 lbs.

3.	Wheel lift extended rating	2,500 lbs.
4.	Cab to axle dimension	60"
Class B Wrecker—Minimum Ratings:		
1.	Gross vehicle weight rating	19,000 lbs.
2.	Boom capacity	24,000 lbs.
3.	Winching capacity (each winch)	12,000 lbs. each
4.	Cable size and length	5/16" × 150'
5.	Wheel lift retracted rating	10,500 lbs.
6.	Wheel lift extended ratings	6,500 lbs.
7.	Tow sling safe lift rating	3,500 lbs.
8.	Safety chains (2 each)	¾" grade 80
9.	Cab to axle dimension	96"
Required State D.O.T. registration		
Class B Car Carrier—Minimum Ratings:		
1.	Gross vehicle weight rating	22,500 lbs.
2.	Deck capacity	10,000 lbs.
3.	Wheel lift capacity for second vehicle	4,000 lbs.
4.	Length	19'
5.	Winching capacity	8,000 lbs.
6.	Cable size and length	¾" × 50'
7.	Tie down chains (4 each)	7/16" grade 80
8.	Tie down straps (optional) (4 each)	2,000 lbs.
9.	Cab to axle dimension	120"
Required State D.O.T. registration		
Class C Wrecker—Minimum Ratings:		

1.	Gross vehicle weight rating	33,000 lbs.
Air brakes, all tires H-rated, capacity must equal axle rating, device required to control disabled vehicle's brakes		
2.	Boom capacity	50,000 lbs.
3.	Winching capacity	50,000 lbs.
4.	Cable size and length	$\frac{5}{8}$ " \times 150'
5.	Wheel lift retracted rating	40,000 lbs.
6.	Wheel lift extended rating	12,000 lbs.
7.	Tow bar	10,000 lbs.
8.	Safety chains (2 each)	$\frac{1}{2}$ " grade 80
9.	Cab to axle dimension	156"
Required State D.O.T. registration		
<i>Class D Wrecker—Minimum Ratings:</i>		
1.	Gross vehicle weight rating	58,000 lbs.
Air brakes, all tires H-rated, capacity must equal axle rating, device required to control disabled vehicle's brakes		
2.	Boom capacity	100,000 lbs.
3.	Winching capacity	100,000 lbs.
4.	Cable size and length	$\frac{3}{4}$ " \times 250'
5.	Wheel lift retracted rating	40,000 lbs.
6.	Wheel lift extended rating	15,000 lbs.
7.	Tow bar	10,000 lbs.
8.	Safety chains (2 each)	$\frac{1}{2}$ " grade 80
9.	Cab to axle dimension	180"
Required State D.O.T. registration		

- (2) Providing copies of vehicle records, such as motor vehicle registration and insurance maintenance proof, to the LCSO towing administrator.
 - (b) Upon satisfactory completion and approval of the operating permit application and the vehicle inspection, a decal will be issued by LCSO to the applicant, with a tracking number for that vehicle to be affixed to the lower driver's side corner of the windshield.
 - (c) Wrecker vehicle decals shall be renewed as set forth in section 11-285(d).
- (Code 1992, § 11-337; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 12-15, § 1, 11-13-2012; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-287. Penalties.

- (a) In addition to those penalties imposed by F.S. § 715.07, violation of any provision of this article, including any of the requirements of F.S. § 715.07, shall be subject to the following penalties:
 - (1) Any person who violates this article shall be liable to the owner or lessee of the vehicle for all costs of recovery (including all towing and storage fees) plus attorney's fees and court costs, and shall in addition be liable to the owner or lessee of any towed or removed vehicle for damages resulting directly or indirectly from the removal, transportation or storage of the vehicle.
 - (2) Any person who violates any of the provisions of this article shall be punished by a fine not to exceed \$500.00 per violation or by imprisonment in the county jail for a term not exceeding 60 days, or by both such fine and imprisonment. Each violation shall be considered a separate offense.
 - (b) Any violation of any combination of prohibited practices known as crabbing, relay towing, or dragging in a 12-month period shall result in the following schedule of fines:
 - (1) *First violation.* \$50.00 up to \$100.00 fine.
 - (2) *Second violation.* \$100.00 up to \$250.00 fine.
 - (3) *Third and subsequent violation.* \$250.00 up to \$500.00 fine accompanied with a revocation of towing wrecker operator privileges in accordance with section 11-288.
 - (c) The sheriff or designee shall have the authority to determine the penalty, consistent with the provisions of this section, and to impose and enforce these provisions.
 - (d) Any fines, fees or other costs due shall be paid directly to the clerk of the court.
- (Code 1992, § 11-338; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-288. Revocation of privilege of conducting towing; due process hearing.

- (a) *Grounds for revocation.* In addition to, or as an alternative to, the penalties set forth in section 11-287 the sheriff or designee may revoke the towing privilege of any person, firm or corporation to conduct towing on any of the following grounds:
 - (1) The towing establishment owner and/or operator fails to register as required by this article;
 - (2) The registration contains false statement of a material fact;
 - (3) The towing establishment owner and/or operator provides monetary compensation or other compensation as a kickback to the private property owner as an inducement for signing a contract with the towing establishment to tow vehicles from the property;

- (4) The towing establishment owner and/or operator provides monetary compensation or other compensation as a kickback to the private property owner for an individual vehicle towed from the property;
 - (5) The non-consensual towing establishment owner and/or operator charges fees in excess of those set out in this article;
 - (6) The towing establishment owner and/or operator violates any of the provisions of this article or state statutes;
 - (7) The towing establishment owner and/or operator fails to clearly display the wrecker vehicle decal on the lower left corner of the windshield of the wrecker vehicle immediately prior to towing a vehicle and/or while performing a tow;
 - (8) The towing establishment owner and/or operator utilizes a vehicle that has not been inspected by the LCSO; or
 - (9) The towing establishment operator fails to clearly display his LCSO operator's identification on or about his person immediately prior to performing a tow.
- (b) *Determination of violation.* Upon the receipt of a complaint of any towing establishment owner and/or operator or upon a complaint initiated by the sheriff or designee, the sheriff or designee may conduct an investigation regarding any violation of this article.
- (c) *Notice of proposed revocation.* Upon the determination that a violation has occurred and that revocation is the appropriate action, the sheriff or designee shall notify the towing establishment owner and/or operator in person or by certified mail, return receipt requested, of its proposal of revocation.
- (1) Notice shall be made by the sheriff or designee either in person or by certified mail, return receipt requested, within five working days following the determination of a proposed revocation. Notice by mail shall be considered within the five day time period when placed within the U.S. Mail.
 - (2) The notice shall state that the towing establishment owner and/or operator may request a due process hearing within 15 calendar days after receiving such notice.
 - (3) When a due process hearing is desired, a request must be made, in writing, by the towing establishment owner and/or operator to the sheriff or designee by certified mail, return receipt requested. Such request must be received by the sheriff or designee within the 15-day time period.
 - (4) The sheriff or designee shall set and notice the due process hearing within 15 working days after the request is received or as soon as practicable thereafter, unless the timeframe is waived by both parties.
 - (5) Failure to request a due process hearing within the 15 calendar day period or in the manner prescribed in this article shall constitute a waiver by the towing establishment owner and/or operator of any right to a hearing.
- (d) *Due process hearing.* Upon a review of the evidence presented at the due process hearing, and a finding that a violation has occurred, the sheriff or designee may revoke the towing establishment owner's and/or operator's privilege to engage in the business of towing not to exceed one year. The decision of the sheriff or designee shall be final.
- (e) *Final determination notice.* Upon making a final determination, the sheriff or designee shall promptly notify the towing establishment owner and/or operator of the decision to either affirm or alter the proposed revocation as set forth in the notice of proposed revocation. Such notice may be made by hand delivery or by certified mail, return receipt requested.

- (f) *Revocation.* Any towing establishment owner and/or operator whose privilege to engage in the business of towing has been revoked shall not be eligible to again register with the sheriff for towing during the period of revocation.
- (g) *Administration of article.* The sheriff or designee shall have the authority to adopt such rules and regulations as are necessary for the implementation and administration of this article, including, but not limited to, hearing procedures.

(Code 1992, § 11-339; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Secs. 11-289—11-309. Reserved.

DIVISION 2. TRESPASS TOWING

Sec. 11-310. Prerequisites to towing vehicles parked on private property (trespass towing); exceptions.

- (a) It shall be a violation of this division for a person hired by the owner of private property within the county to do any trespass towing without having first obtained approval of the LCSO of any towing signs posted on the property. In addition to the requirements of F.S. § 715.07, the wording on the sign shall indicate if towing is conducted other than normal business hours by the posting of a sign indicating "24 hours per day."
- (b) It shall be a violation of this division for any person to tow or cause to be towed any vehicle parked on private real property unless the provisions of F.S. § 715.07, have been complied with together with the following requirements:
 - (1) The owners of the real property and the towing establishment shall have executed, at least 24 hours prior to the towing or removal of any vehicle, a written agreement for trespass towing, which agreement shall contain the following provisions:
 - a. The duration of the agreement;
 - b. The time of day that such towing or removal is authorized;
 - c. The days of the week that such towing or removal is authorized;
 - d. The fees to be paid for the towing or removal;
 - e. The signatures of both the property owner, or the authorized representative, and the owner, or authorized representative of the towing service, certifying that each has read and is in compliance with all of the provisions of F.S. § 715.07.

The form for such agreement shall be approved by the LCSO towing administrator, and may not be amended or modified in any manner that provides for terms or activities which violate the provision of this article or F.S. § 715.07.

- (2) A copy of the completed agreement shall be placed on file with the LCSO.
- (3) Where the private real property is provided for residential parking other than for a single-family residence, the agreement, except as provided in section 11-310(b)(4), shall not authorize the towing service to tow away or remove any vehicle without the express instruction to remove the specific vehicle by the property owner or an authorized representative. The property owner or authorized representative shall be present at the time of towing and must sign and date such instruction in the presence of the wrecker operator recovering, towing or removing the vehicle. No preapproved or post-

approved blank forms are permitted, and the use of the same shall constitute a violation under this chapter. A property owner's representative may include a resident manager, a property manager or other agent who has the legal authority to bind the owner, but may not be an officer, employee or agent of a towing service.

- (4) Owners of properties used for residential purposes may elect to authorize the towing service to tow away or remove vehicles without the express instruction to remove a specific vehicle between the hours of 12:00 midnight and 7:00 a.m., provided that the owner first comply with the following requirements:
 - a. Posted notice must comply with F.S. § 715.07(2)(a)5.
 - b. Signage shall be added to each of the existing tow away signs with letters of the same size as the "tow away" language, which provides the following words: "Roam Towing, 12:00 midnight—7:00 a.m."
 - c. Towing contract on file with the LCSO as required by subsection (b)(2) of this section shall be amended to provide for roam towing between the hours of 12:00 midnight and 7:00 a.m.
 - d. A photograph of the improperly parked vehicle shall be taken by a representative of the towing establishment prior to the removal of that vehicle, and shall be maintained by the towing establishment for a minimum period of two years. The photograph shall demonstrate the violation of law, rule or regulation for which the vehicle is being towed.
 - e. Lease, rental or property owners' association documents shall contain a notice provision indicating that the residential property utilizes roam towing. In the case of properties with existing leases, rental agreements or property owners' association documents, it shall be sufficient to notify by regular mail, at the last known address, each of the tenants/owners of the property prior to the initiation of roam towing. All amendments to or new leases, rental agreements or property owners' association documents shall contain the provision giving notice that the property owner intends to utilize roam towing, and a complete and specifically detailed list of all towing instructions and rules violations that will result in towing. A copy of these provisions must be posted in the rental office and the common area. A copy must also be maintained on file in each tow vehicle removing cars from the property. The towing administrator shall review and approve the parking rules. At the entrance or entrances a sign shall be posted stating where the parking rules can be read by residents and guests. The parking rules shall be posted in a public area at the complex. The management, to ensure that they have not been altered, should regularly inspect them; any sign that is removed or defaced shall be replaced within 30 days.
- (c) The provisions of this section shall not apply to:
 - (1) The towing of vehicles pursuant to other emergencies;
 - (2) The towing of vehicles from property appurtenant to and obviously a part of a single-family residence;
 - (3) When notice is personally given to the owner or other legally authorized person in control of the vehicle that the area in which that vehicle is parked is reserved or otherwise unavailable and that the unauthorized vehicle will be removed at the owner's or operator's expense.
- (d) The 24-hour notice requirement of this section shall not apply when the tow is of an emergency nature and the owner has notified the LCSO prior to removing the vehicle.
- (e) All vehicles towed shall be towed directly to the storage site owned or leased by the towing service and the vehicle shall not be kept in any temporary holding area.

- (f) Each towing service shall staff or monitor its telephones at all times (pager only does not satisfy this requirement) and immediately advise any vehicle owner or authorized representative who calls by telephone of the following:
- (1) Each and every document or other item which must be produced to retrieve the vehicle;
 - (2) The total towing charges as of the time of the telephone call, and the rate at which charges will accumulate thereafter;
 - (3) The acceptable methods of payment; and
 - (4) That the vehicle can be picked up, at the designated location, within one hour of request.

(Code 1992, § 11-340; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-311. Fees charged for towing vehicles parked on private property (trespass towing).

- (a) Fees shall be charged as follows:
- (1) Any towing and storage firm engaged in the business of trespass towing shall not charge the owner of any towed vehicle or personal property in excess of \$88.00 for the removal of a Class A vehicle, \$145.00 for the removal of a Class B vehicle, and \$300.00 for the removal of a Class C vehicle and \$400.00 for the removal of a Class D vehicle. Fees shall be paid according to the gross vehicle weight, as specified on the registration materials, of the vehicle they are attempting to tow.
 - (2) No more than \$25.00 per day for storage fees may be charged; however, no storage fee shall be charged for the first 24-hour period of storage of either the towed vehicle or personal property found in the towed vehicle.
 - (3) The fee for removal shall be all-inclusive; and no additional fees may be charged for using dollies, trailers, lifts, slim jims, or any other special equipment or services provided by the towing establishment.
 - (4) If a certified letter is sent to the owner/lien holder/insurance company pursuant to F.S. § 713.78, an administrative fee of \$40.00 plus postage plus any out-of-state charges, may be charged 72 hours after the tow but not before the receipt of a paid certified mail receipt from the post office by the towing establishment. After-hour gate fees may not be applied between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday (excluding federal holidays). For all other times, after-hour gate fees may not be applied until six hours after a vehicle has been impounded in the towing establishment's storage facility. There shall be no charge to any owner or authorized person wishing to remove child safety seats, prescription medications and prescription eyeglasses, medical equipment or life necessity items from an impounded vehicle/vessel.
 - (5) Motor vehicles carrying other vehicles (boats, cars, trucks, aircraft, tractors, heavy equipment, ATVs and motorcycles) that are securely attached shall be considered part of that vehicle's load and no additional fee shall be charged.
- (b) A person who provides trespass towing and storage services pursuant to this section shall accept payment for towing and storage charges from the vehicle owner or authorized representative in any of the following forms:
- (1) Cash; or
 - (2) Valid major credit card or debit card.
- (c) Maximum trespass towing and storage fees shall be established annually by the Board of County Commissioners after receiving recommendations from the towing establishments describing their costs for

the removal and storage of vehicles and personal property. The maximum fees shall be set by resolution to be adopted by the Board of County Commissioners prior to December 31 of each year. Such maximum fees shall be effective during the following calendar year unless amended by a subsequent resolution.

(Code 1992, § 11-341; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-312. Receipt from towing service to be furnished to owner when vehicle towed from private property is claimed.

When a towed vehicle is claimed, the towing service shall furnish the owner or other legally authorized person with a receipt which shall include the name of the person who authorized the towing. The receipt shall also include the following language:

"Notice: Towing from private property is regulated by the provisions of section 715.07, Florida Statutes and Leon County Ordinance No. ____ / ____ / ____."

(Code 1992, § 11-342; Ord. No. 05-20, § 1, 6-28-2005)

Sec. 11-313. Vehicle not towed upon operator returning.

- (a) The term "physically connected" means that at least two of the vehicle's wheels are raised from the ground and are secured to the towing apparatus with safety straps. If the vehicle is physically connected but not towed away, the towing establishment may charge up to one-half of the allowable fees as set forth in this article.
- (b) The owner or operator of any towing service vehicle which is summoned to tow away any vehicle, whether on a public street, public property, or private property, shall not remove or tow the vehicle away and shall not charge any fee if the vehicle operator returns to the vehicle prior to the towing service operator having physically connected the vehicle to the towing apparatus.
- (c) If the registered owner or other legally authorized person arrives at the scene prior to the removal or towing of the vehicle, the vehicle shall be disconnected from the towing or removal apparatus, and that person shall be allowed to remove the vehicle without interference, upon payment of a reasonable service fee of not more than one-half of the posted rate, for which a receipt shall be given, unless that person refuses to remove the vehicle which is otherwise improperly parked. The owner or operator of the vehicle shall be allowed at a minimum 15 minutes to render payment to the operator of the towing vehicle. The operator of the towing vehicle shall remain at the scene of the tow during this time period. Upon payment of a drop tow fee, the wrecker operator shall disconnect the vehicle from the wrecker and return it to the owner or other legally authorized person. The wrecker operator shall provide a written receipt. Removal or towing of the vehicle includes the act of removing the vehicle off of the physical premises that the towing contract encompasses.

(Code 1992, § 11-343; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-314. Trespass towing rules and regulations; authorization.

The sheriff shall be authorized to promulgate rules and regulations for the administration of trespass towing.

(Code 1992, § 11-344; Ord. No. 05-20, § 1, 6-28-2005)

Secs. 11-315—11-331. Reserved.

DIVISION 3. ROTATION TOWING

Sec. 11-332. Fees charged for rotation towing.

- (a) Maximum charges for towing and storage services provided by towing wrecker operators in the county incident to the rotation system are set forth in the following schedule:

<i>Disabled Vehicles and Crash Towing</i>	<i>Class A</i>	<i>Class B</i>	<i>Class C</i>	<i>Class D</i>
Business hours (8:00 a.m. to 6:00 p.m.)	\$110.00	\$140.00	\$300.00	\$400.00
Night hours (6:01 p.m. to 7:59 a.m.)	\$140.00	\$170.00	\$400.00	\$500.00
Weekends and holidays (6:01 p.m. Fri. to 7:59 a.m. Mon.)	\$140.00	\$170.00	\$400.00	\$500.00
Mileage rate per towed mile outside of the boundaries of Leon County (boundaries for Leon County are Capital Circle and Interstate 10)	\$8.00	\$8.00	\$10.00	\$10.00
Hourly rate for waiting or working time on scene after the first 30 minutes (Class A, \$25.00 per one-quarter hour), (Class B, \$31.25 per one-quarter hour), (Class C, \$68.75 per one-quarter hour) and (Class D, \$87.50)	\$100.00	\$125.00	\$275.00	\$350.00
Dollies				
Business hours	\$35.00	\$35.00	N/A	N/A
Night hours	\$40.00	\$40.00	N/A	N/A
Weekends and holidays (6:01 p.m. Fri. to 7:59 a.m. Mon.)	\$40.00	\$40.00	N/A	N/A
Winching vehicle and uprighting vehicle, per tow				
Business hours (8:00 a.m. to 6:00 p.m.)	\$35.00	\$35.00		
Night hours (6:01 p.m. to 7:59 a.m.)	\$40.00	\$40.00		
Weekends and holidays (6:01 p.m. Fri. to 7:59 a.m. Mon.)	\$40.00	\$40.00		
Additional Time at the Scene				
Business hours: waiting or labor on scene after the first 30 minutes (per person)	\$60.00	\$60.00	\$60.00	\$60.00
Nights, weekends and holidays: waiting or labor on scene after the first 30 minutes (per person)	\$60.00	\$60.00	\$60.00	\$60.00
Landoll trailer, semi rollback or drop back trailer or truck			\$425.00	\$425.00
Airbags			\$1,080.00	\$1,080.00
Service call rate	½ the applicable towing rate			
Weather wrap/tarpaulin fee	\$25.00	\$25.00	\$25.00	\$25.00

Storage Fees				
Storage, fenced yard, per day, after the first 24 hours	\$25.00	\$35.00		
Tractor			\$40.00	\$40.00
Trailer			\$40.00	\$40.00
Inside storage per day, after the first 24 hours	\$30.00	\$40.00		
Tractor			\$50.00	\$50.00
Trailer			\$50.00	\$50.00
After-hours gate fee (applies from 6:00 p.m. to 7:00 a.m.)	\$35.00	\$35.00	\$35.00	\$35.00
Administrative fee pursuant to F.S. § 713.78 that may be charged three days after the tow but not before the receipt of a paid certified mail receipt by the towing establishment. (An additional fee may be charged if a process server is required. The fee shall not exceed the total amount charged by the process server.)	\$40.00 (plus postage and out-of-state fees)	\$40.00 (plus postage and out-of-state fees)	\$40.00 (plus postage and out-of-state fees)	\$40.00 (plus postage and out-of-state fees)

- (b) It shall be a violation of this article for a towing wrecker operator or towing establishment summoned pursuant to a rotation system to charge any additional fees without the advance permission of the vehicle owner, driver, or authorized representative.
- (c) Violation of this section shall constitute a non-criminal offense and shall be grounds for suspension from the rotation system as outlined in the administrative rules and regulations promulgated by the sheriff.
- (d) Regardless of the class of wrecker utilized or responding to the call, charges shall not be more than for the class of vehicle towed or serviced, except when vehicle recovery operations require a larger class wrecker.

(Code 1992, § 11-350; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 12-15, § 1, 11-13-2012; Ord. No. 13-16, § 1, 7-9-2013)

State law reference(s)—Ordinances imposing price controls, F.S. § 125.0103.

Sec. 11-333. Rotation system authorization.

- (a) The sheriff or designee is authorized by F.S. § 323.002, to establish a rotation wrecker towing system utilizing qualified towing wrecker operators for the removal and storage of wrecked, abandoned or disabled vehicles when the owner or operator of the vehicle leaves the procurement of a towing service to the investigating law enforcement officer.
- (b) There shall be a standard response time (SRT) for responding to towing requests. No greater than a 30-minute arrival response time shall be the SRT, unless exceptional circumstances, including, but not limited to, weather, traffic, etc., prohibit compliance. When a failure to comply with the SRT is reported to the towing administrator, it shall be the responsibility of the towing establishment to provide sufficient evidence to establish that the failure to comply was due to exceptional circumstances. Failure to comply with the SRT shall subject the towing establishment to be skipped in the next rotation.

(Code 1992, § 11-351; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-334. Vehicle owner requests for specific service.

The rotation system rules and fees do not apply to a vehicle owner's request for utilization of a specific towing wrecker operator or towing establishment when such a request can be reasonably honored. In such event, the owner's request will be honored without resort to these rules unless there will be an unreasonable time delay or if a traffic problem exists.

(Code 1992, § 11-352; Ord. No. 05-20, § 1, 6-28-2005; Ord. No. 13-16, § 1, 7-9-2013)

Sec. 11-335. Wreck chasing prohibited.

Towing establishments must adhere to F.S. § 323.002, specifically regarding wreck chasing.

(Code 1992, § 11-353; Ord. No. 05-20, § 1, 6-28-2005)

Sec. 11-336. Rotation towing rules and regulations; authorization.

The sheriff shall be authorized to promulgate rules and regulations for the administration of rotation towing.

(Code 1992, § 11-354; Ord. No. 05-20, § 1, 6-28-2005)

Secs. 11-337—11-360. Reserved.

DIVISION 4. CONSENSUAL TOWING

Sec. 11-361. Consensual towing establishment requirements.

- (a) All regulations for establishments performing only consensual towing shall be for the safety and welfare of the public and shall in no way have the force and effect of law related to or restricting the price, route, or service of the towing establishment. All sections of this article shall apply to consensual and non-consensual towing unless it is otherwise specified.
- (b) It shall be a violation of this article for any towing establishment that has been issued a consent-only towing operating permit to perform non-consensual towing services.

(Code 1992, § 11-355; Ord. No. 13-16, § 1, 7-9-2013)

Secs. 11-362—11-380. Reserved.

Comparison of Maximum Rates for Towing Services

(City of Tallahassee & Like-Sized Counties)

Trespass Towing	Leon (Max Rate)	City of Tallahassee	Lake	St. Johns	St. Lucie	Alachua	Escambia
Class A vehicle <i>(Up to 10,000 lb.)</i>	\$88	\$110	\$120	\$125	\$125	\$160	\$160.50
Class B vehicle <i>(Up to 20,000 lb.)</i>	\$145	\$145	\$300	\$250	\$165	\$250	\$267.50
Class C vehicle <i>(Up to 25,000 lb.)</i>	\$300	\$300	\$500	\$375	\$300	\$650	\$374.50
Class D vehicle <i>(Over 25,000 lb.)</i>	\$400	--	\$650	\$500	--	\$500	\$481.50
Rotation Towing (Class A)	\$110 - \$140	--	\$160	\$125	\$155	\$150	\$160.50

Notes:

- *City of Tallahassee's Ordinance does not establish rates for Class D vehicles or rates for rotation towing services.*
- *St. Lucie County's Ordinance does not establish rates for Class D vehicles*

**Leon County
Board of County Commissioners**

Notes for Agenda Item #18

Leon County Board of County Commissioners

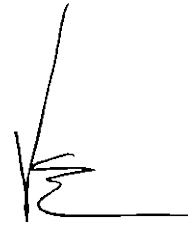
Agenda Item #18

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Midyear FY 2023 Commissioner Discussion Items Status Report



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

Statement of Issue:

This item seeks Board acceptance of the FY 2023 midyear status report on the Commissioner discussion items that the Commissioners have requested staff follow-up on, during the Comments/Discussion Items portion of the Boards' regular meetings.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Accept the Midyear FY 2023 Commissioner Discussion Items Status Report (Attachment #1).

Report and Discussion

Background:

This item seeks Board acceptance of the FY 2023 midyear Commissioner discussion items status report. At each regularly scheduled Board meeting, Commissioners have the opportunity, under Commissioners' Discussion Time, to make requests and/or inquiries of staff. If staff action is requested, Board approval is required. The County Administrator and the County Attorney then make staff assignments, respectively. The status of such items is then tracked by Administration and reported to the Board semiannually. The County Administrator utilizes the status report year-round as a management tool to ensure the appropriate actions are taken in response to Board direction.

Analysis:

For Fiscal Year 2023 to date, other than Proclamations, a total of 25 items were generated as a result of Commissioner discussion (Attachment #1). Three of the items were derived from discussion at the January 23, 2023 Board Retreat, one from the March 7, 2023 Comprehensive Plan Workshop, and the remaining items were the result of Board action during regular Board meetings.

Of the 25 items generated thus far in FY 2023, 19 items are completed, and 6 items are "In Progress." In addition, of the 17 items remaining from previous fiscal years, 11 were completed, and 3 are "In Progress" and 3 are "Ongoing."

Options:

1. Accept the Midyear FY 2023 Commissioner Discussion Items Status Report (Attachment #1).
2. Do not accept the Midyear FY 2023 Commissioner Discussion Items Status Report.
3. Board direction.

Recommendation:

Option #1

Attachment:

1. Midyear FY 2023 Commissioner Discussion Items Status Report

FY 2022/2023
Commissioner Discussion Items Status Report
October 1, 2022 – March 31, 2023

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
Feb 13, 2018	Dozier	Requested the County work with FSU & Innovation Park to co-brand signage for the Mag Lab.	Admin / Planning / Tourism Artie White / Kerri Post / Brent Pell	Done <i>Blueprint is funding a sign westbound on FAMU Way approaching Lake Bradford Road that will include a destination marker for Innovation Park and the Mag Lab. Additional signs can be considered in the future based on funding availability.</i>
Dec. 10, 2019	Lindley	Requested staff provide an agenda item in 3 years if a program administrator is not identified for the Syringe Exchange program	Admin Nicki Paden	Done <i>Agenda Item #28 on December 13, 2022</i>
Feb. 11, 2020	Jan. 27 Retreat	Evaluate creating an oral history kiosk as part of the Leon County/Tallahassee bicentennial celebration in 2024.	Library / Tourism/ CMR Pamela Monroe / Kerri Post / Mathieu Cavell	Done <i>In preparation for the bicentennial events, staff is continuing to explore a kiosk, as well as other platforms to showcase the oral history project created in partnership with WFSU and StoryCorp. Tourism continues to represent the county in the joint organizational planning for the community-wide coordination of events and activities. Agenda item#27 – December 13, 2022 provided the Bicentennial Organizational Management Plan.</i>
April 13, 2021	Dozier	Directed staff to schedule separate workshops to review the Land Use & Mobility Elements Consultant's recommendations and proposed associated Comprehensive Plan revisions.	PLACE/ Planning – Ben Pingree / Artie White	Done <i>The consultant team was approved by the Board on September 13, 2022 and the City Commission on September 7, 2022. The project scope and work schedule are currently being negotiated with the selected vendor, Half Associates, Inc. The scope and schedule will include workshops to review the Land Use & Mobility Elements Consultant's recommendations and proposed associated Comprehensive Plan revisions.</i>
July 13, 2021	Dozier	Directed staff to provide a status update on the fulfillment center 6 months after occupancy	Admin / DSEM / Public Works Ken Morris/ Barry Wilcox / Brent Pell	<u>Ongoing</u> <i>Construction began near the Mahan Drive/I-10 interchange in September 2021 and is anticipated to be completed in summer 2023.</i>

FY 2022/2023
Commissioner Discussion Items Status Report
October 1, 2022 – March 31, 2023

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
July 13, 2021 (cont.)	Dozier	Directed the County Administrator to work with the City Manager to explore accelerating the Thornton Road Extension	County Administrator Vincent Long	<u>Ongoing</u> <i>Initial status provided in Agenda Item #17 on December 14, 2021.</i> <i>Follow-up will be provided in the fulfillment center status update.</i>
	Dozier	Directed the County Administrator to work with the City Manager to explore extending the StarMetro bus line to the fulfillment center	County Administrator Vincent Long	<u>Ongoing</u> <i>Initial status provided in Agenda Item #17 on December 14, 2021.</i> <i>Follow-up will be provided in the fulfillment center status update.</i> <i>On September 16, 2022, as requested by the Board on Sept. 13th, staff provided to the Vice-Chairman a draft letter to the City regarding the expansion of bus services to the Amazon Fulfillment Center.</i>
Sept. 14, 2021	Maddox	Requested an agenda item assessing a return to pre-pandemic meeting procedures when Leon County is no longer designated as an area of substantial or high transmission by the CDC.	Admin Nicki Paden	<u>In Progress</u> <i>Staff anticipates and agenda item will be brought to the Board in summer 2023.</i>
Oct. 12, 2021	Dozier	Requested an agenda item on the Basin Plans once the FDEP finalizes and adopts the new statewide stormwater standards, including engaging an outside consultant.	Public Works Brent Pell / Anna Padilla	<u>In Progress</u> <i>The FDEP is expected to adopt the new standards in 2023, at which time, an agenda item will be provided to the Board including an option for an outside consultant to perform the Basin Management Plan Updates.</i>
Nov. 9, 2021	Maddox	Directed staff to provide a status report in 3 months and another in 1 year on the implementation of the Neighborhood First Program	HSCP Shington Lamy	Done <i>3 month update - Agenda Item #11 on February 8, 2022</i> <i>Annual update – Agenda Item #22 on December 13, 2022</i>

FY 2022/2023
Commissioner Discussion Items Status Report
October 1, 2022 – March 31, 2023

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
Jan. 25, 2022	Dozier	Requested a status report on the effectiveness of the implementation of the Leon County Sheriff's HOST deputies working with the Big Bend Continuum of Care street teams, 6 months after deployment of the HOST Deputies.	Admin /HSCP/ IDA Wanda Hunter/Shington Lamy/Teresa Broxton	Done <i>Staff as well as homeless services providers have been participating in strategic meetings with the Sheriff's Office on the implementation of the HOST deputies. The Sheriff's office provided an overview of the HOST Program at the Board's June 14th meeting. The HOST deputies have been hired, and LCSO launched the HOST Program on June 20, 2022. LSCO provided a status update at the February 21, 2023 Board meeting.</i>
May 10, 2022	Dozier	Requested an agenda item to evaluate expansion of the notification area for large-scale comprehensive plan amendments and large-scale developments.	PLACE/ Planning/ DSEM Ben Pingree / Artie White / Barry Wilcox	Done <i>Included as part of the Oct. 25, 2022 Workshop on Policies for Land Use Changes and Land Development and ratified in Agenda Item #10 on December 13, 2022</i>
June 14, 2022	Minor	Directed staff to provide an agenda item to consider the factors and process to establish a Community Redevelopment Agency (CRA) for North Monroe.	PLACE / Planning / Admin Ben Pingree / Artie White / Ken Morris	<u>In Progress</u> <i>On February 21, 2023, the Board adopted Strategic Initiative "Building on the Citizens North Monroe Task Force Final Report, host an intensive, multiday design charrette to work with the community to identify and evaluate a variety of land use/planning strategies and other proposals for the continued improvement of the North Monroe Corridor area." (2023-10) which will evaluate a variety of land use and planning strategies, not only a CRA. Staff is currently identifying potential dates, times, and locations for the charrette.</i>
	Minor	Directed staff to 1) include a legislative priority for the 2023 legislative session in support of the Florida Civil Rights Museum Inc. proposal; 2) direct staff to provide an update on the disbursement of the remaining \$1.8M TDT CRA grant funding; and 3) direct staff to provide a June 21st budget discussion item to consider options for the Florida Civil Rights Museum Inc. funding request.	Admin/OMB Ken Morris/Nicki Paden/ Andrew Johnson/ Scott Ross	Done <i>1) Included in the Legislative Priorities Workshop held Oct. 25, 2022 and ratified on November 22, 2022</i> Done <i>2) Agenda Item #25 on July 12, 2022</i> Done <i>3) Budget Discussion Item #7 on June 21, 2022</i>

FY 2022/2023
Commissioner Discussion Items Status Report
October 1, 2022 – March 31, 2023

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
Sept. 13 2022	Proctor	Directed staff to provide an agenda item to address Tallahassee Housing Authority funding shortfalls related to phase two of the Orange Avenue Apartments project	HSCP Shington Lamy	Done <i>Agenda Item #25 on November 22, 2022</i>
	Proctor	Requested staff provide an update on Amazon's efforts to hire local minority workers and vendors	PLACE / OEV Ben Pingree / Keith Bowers	Done <i>County Administrator forwarded an email from OEV to the Board on 1/11/23, which was followed by OEV conducted one-on-one meetings with each Commissioner.</i>
	Welch	Directed staff to provide an agenda item to consider amending County's Streetlighting Policy to allow for installation of streetlights at bus stops in unincorporated area.	Admin / Public Works Ken Morris / Brent Pell	Done <i>Agenda Item #19 on January 24, 2023</i>
Oct. 11, 2022	Maddox	Requested a report reviewing the County's tree ordinance via email; including an update on what the City is doing with its tree ordinance, and information on trees/shrubs effecting site lines at street corners and intersections.	Admin / DSEM / Public Works Ken Morris / Barry Wilcox / Brent Pell	Done <i>County Administrator provided an email to the Board on October 20, 2022 with an overview of the Tree Ordinance and a status of the Fort Braden Tree.</i>
	Minor	Requested that the next Lake Munson update include possible health impacts from the removal of sediments containing legacy contaminants, based on how other communities have dealt with similar issues and any related studies.	Admin/ Public Works Ken Morris / Anna Padilla	Done <i>Agenda Item #18 on March 21 2023</i>
	Proctor	Requested staff provide an update to the Board on the State's study of health-related issues related to algal blooms.	Admin/ Public Works Ken Morris / Anna Padilla	<u><i>In Progress</i></u> <i>Update included in the Lake Munson Status Report - Agenda Item #18 on March 21 2023</i>
	Minor	Requested staff provide an agenda item including local renter demographics, rental data, average rental costs in the community, and additional information on enforcement of a notice of rent increase ordinance. <i>(also see March 21st request)</i>	County Attorney Chasity O'Steen	<u><i>In Progress</i></u> <i>On hold pending end of legislative sessions and action, if any taken, to enact HB 1417 or SB 1586 (either of which will preempt local government's ability to impose rent increase notice requirements)</i>
	Welch	Requested staff further evaluate the 1991 Lake Iamonia Management Plan and the review the existing presence of apple snails in the Lake.	Admin/ Public Works Ken Morris / Anna Padilla	Done <i>County Administrator sent an email to the Board on November 3, 2022.</i>

FY 2022/2023
Commissioner Discussion Items Status Report
October 1, 2022 – March 31, 2023

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
Oct. 11, 2022 (cont.)	Dozier	Requested staff provide a status report on the County's Volunteer Fire Departments.	Admin / EMS Wanda Hunter / Chad Abrams	Done <i>Agenda Item #14 on January 24, 2023</i>
	Proctor	Approved designating a portion of Tharpe St. from Raa Middle School to Godby High School as the Georgia "Joy" Bowen Memorial Blvd.	CMR / Public Works Mathieu Cavell / Brent Pell	Done <i>Email invitation sent to the Board for the January 25, 2023 dedication</i>
	Proctor	Approved a letter from the Board asking the CRTPA to prioritize the widening of Crawfordville Rd. in Leon County.	Admin Andrew Johnson	Done <i>Draft letter sent to the Chairman on October 12, 2022</i>
	Welch	Requested an agenda item to consider a \$10,000 funding request from the Tallahassee Historical Society as a grant match for authoring a book on the 2024 Tallahassee / Leon County Bicentennial.	Admin Nicki Paden	Done <i>Agenda Item #3 on November 22, 2022</i>
Nov. 22, 2022	Caban	Directed staff to provide an agenda item with information on the County's private roads maintenance programs.	Public Works Brent Pell	Done <i>Agenda Item #23 on February 21, 2023</i>
	Cummings	Directed staff to request Dr. Robinson of Bond Community Health Center and Ms. Freeman of Neighborhood Medical Center attend the Board's Jan. 23 rd Retreat.	Admin Nicki Paden	Done <i>During the January 23rd Board Retreat, the County's health care partners, including the Florida Department of Health in Leon County (Health Department), Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), Apalachee Center (Apalachee), Capital Medical Society – We Care Network (We Care), Florida A&M University Pharmacy (FAMU Pharmacy), and the Capital Area Healthy Start Coalition (Healthy Start) were scheduled to participate in the presentation to the Board.</i>
	O'Keefe	Requested an update on actions taken since the Board's adoption of a Resolution condemning hate and extremism.	Admin Matt Cavell / Nicki Paden	Done <i>County Administrator sent an email to the Board on December 6, 2022.</i>
Dec. 13, 2022	Minor	Requested that staff schedule a presentation by 211 Big Bend for an upcoming Board meeting.	HSCP Shington Lamy	Done <i>Victoria Greer, President/CEO of 211 Big Bend provided a presentation at the Board's January 24, 2023 meeting.</i>

FY 2022/2023
Commissioner Discussion Items Status Report
October 1, 2022 – March 31, 2023

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
Jan. 24, 2023	Minor	Approved the addition of \$800,000 appropriation request for the Florida African American Heritage Preservation Network to the Board's 2023 Legislative Priorities.	Admin Andrew Johnson	<u><i>In Progress</i></u> <i>It has been added to the Board's 2023 Legislative Priorities. An update will be provided after the Legislative Session ends on May 5th.</i>
	Proctor	Directing staff to provide an analysis as part of the upcoming FY 2024 budget process to consider increasing the Board's travel and training budget.	OMB Scott Ross	Done <i>Agenda Item #19 on March 21 2023</i>
Feb. 21, 2023	Jan. 23 Retreat	Directed staff to present an agenda item for the Board's consideration to conduct an updated market study to enhance the County's competitiveness in the area of sports tourism.	Tourism Kerri Post	<u><i>In Progress</i></u> <i>Staff anticipates and agenda item will be brought to the Board in June 2023.</i>
	Jan. 23 Retreat	Requested a presentation from the Children's Services Council (CSC) providing the Board with an update on its efforts to enhance access to childcare in the community	HSCP Shington Lamy	Done <i>The CSC Presentation has provided at the March 21, 2023 Board meeting.</i>
	Jan. 23 Retreat	Requested staff to provide an update on the structure of Healthy Start Coalitions with respect to Gadsden County.	HSCP / Admin Shington Lamy / Nicki Paden	Done <i>County Administrator sent an email to the Board on February 9, 2023.</i>
	Minor	Directed staff to schedule a workshop addressing homelessness that includes local partners.	HSCP Shington Lamy	Done <i>Agenda Item #6 on March 21 2023</i>
	Proctor	Directed staff to provide a status report regarding the Towing Ordinance.	Admin Andrew Johnson	Done <i>Agenda Item #17 on May 9, 2023</i>
	Proctor	Requested an agenda item to consider making possession of 20 grams or less of marijuana a civil violation	County Attorney Chasity O'Steen	Done <i>Agenda Item #21 on March 21 2023</i>
	Proctor	Requested an agenda item on the Greater Frenchtown Officer-in-Resident Proposal	HSCP Shington Lamy	Done <i>Agenda Item #8 on May 9, 2023</i>
March 7, 2023 Comp Plan Workshop	Proctor	Requested information on repurposing National Forest lands for residential and commercial uses, as well as for affordable housing and homelessness support	Admin Andrew Johnson	Done <i>County Administrator sent an email to the Board on March 27, 2023.</i>

FY 2022/2023
Commissioner Discussion Items Status Report
October 1, 2022 – March 31, 2023

Meeting Date	Commissioner	Discussion Item	Staff Assigned	Status
March 21, 2023	Minor	Approved the addition of decriminalizing possession of small amounts of marijuana (20 grams or less) to the County's State Legislative Priorities agenda	Admin Andrew Johnson	<u>In Progress</u> <i>It has been added to the Board's 2023 Legislative Priorities. An update will be provided after the Legislative Session end on May 5th.</i>
	O'Keefe	Requested an agenda item including a draft ordinance to increase the required notice that landlords give for rent increases over 5%, to 30 days for month to month leases, and 60 days for quarterly leases, and include best practices from other Florida jurisdiction ordinances. <i>(also see Oct. 11, 2022 request)</i>	County Attorney Chasity O'Steen	<u>In Progress</u> <i>On hold pending end of legislative sessions and action, if any taken, to enact HB 1417 or SB 1586 (either of which will preempt local government's ability to impose rent increase notice requirements)</i>

**Leon County
Board of County Commissioners**

Notes for Agenda Item #19

Leon County Board of County Commissioners

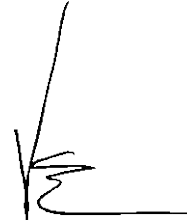
Agenda Item #19

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Ratification of Board Actions Taken at the April 25, 2023, Fiscal Year 2024 Budget Workshop



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship
Lead Staff/ Project Team:	Roshaunda Bradley, Budget Manager Michelle Tipton, Senior Management & Budget Analyst

Statement of Issue:

This item seeks the Board's ratification of actions taken at the April 25, 2023 Fiscal Year 2024 Budget Workshop concerning the development of the FY 2024 Tentative Budget.

Fiscal Impact:

This item has a fiscal impact. It establishes preliminary Board direction for preparation of the Fiscal Year 2024 Tentative Budget for consideration at the June 20, 2023 Budget Workshop.

Staff Recommendation:

- Option #1: Ratify the direction provided by the Board during the April 25, 2023, FY 2024 Budget Workshop.
- Option #2: Approve increasing the Primary Health Care Provider patient visit reimbursement rate from \$125 to \$175 in FY 2024 and to \$225 in FY 2025.
- Option #3: Approve the \$500,021 of Federal Local Assistance and Tribal Consistency Funding to be considered as part of the May 23, 2023 Homelessness Workshop.
- Option #4: Direct the County Administrator to provide an option for 5% raises for County and Constitutional Officer employees for Board consideration at the June 20, 2023 Budget Workshop.
- Option #5: Direct staff to prepare an updated Rate Resolution to adopt the Fire Rescue Assessments and Fire rescue services fees at the July 11, 2023 meeting.

- Option #6: As required by Section 197.3632(4)(a) and (b), Florida Statutes, authorize mailing of first-class notices to property owners regarding proposed changes to the fire rescue assessments, and authorize scheduling a Public Hearing on July 11, 2023 to impose the updated assessments and to place the assessments on the tax bill if applicable.
- Option #7: Direct staff to amend the Fire Rescue Services Interlocal Agreement with the City of Tallahassee based on the terms discussed in this item, and authorize the Chairman to execute the updated agreement subject to legal review by the County Attorney.
- Option #8: Direct staff to bring back a status report on fire hydrant placements in the unincorporated area of the County and any alternative fire suppression methods.
- Option #9: Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2024 at 0.75 mills.
- Option #10: Schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws regarding the Emergency Medical Service Taxing Unit, for July 11, 2023 at 6:00 p.m.
- Option #11: Adopt the proposed revised Policy No. 17-2, "Street Lighting Eligibility Criteria and Implementation" to Provide Street Lights at School Bus Stop Locations (Attachment #1).
- Option #12: Direct staff to draft amendments to the Land Development Code to require new residential subdivisions to provide street lights for school bus stops.
- Option #13: Direct staff to:
- a. Prepare an Ordinance and schedule a public hearing for July 11, 2023, that requires Leon County to host a publicly accessible website for the digital publication of certain advertisements and legal notices as allowed by Florida Statutes.
 - b. Authorize the County Administrator to prepare a cost sharing agreement with the City of Tallahassee for Board approval.
 - c. Make paper copies of all legal notices accessible at the Leon County Courthouse and each Leon County Library location.

Report and Discussion

Background:

As specified on the Board adopted Budget Calendar, a FY 2024 Preliminary Policy Workshop was conducted on April 25, 2023. The purpose of the workshop was to provide policy direction regarding the development of the FY 2024 Tentative Budget.

Analysis:

In accordance with the direction provided during the April 25, 2023 Budget Workshop, a summary of proposed action is summarized below:

1. Workshop Item #1: Fiscal Year 2024 Preliminary Budget Overview

The Board provided direction regarding the following options, as amended:

1. Accept the report on the Preliminary Budget overview.
2. Approve increasing the Primary Health Care Provider patient visit reimbursement rate from \$125 to \$175 in FY 2024 and to \$225 in FY 2025.
3. Approve the \$500,021 of Federal Local Assistance and Tribal Consistency Funding to be considered as part of the May 23, 2023 Homelessness Workshop.
4. Direct the County Administrator to provide an option for 5% raises for County and Constitutional Officer employees for Board consideration at the June 20, 2023 Budget Workshop.

2. Joint City/County 2023 Fire Rescue Service Fees

The Board provided direction regarding the following options, as amended:

5. Direct staff to prepare an updated Rate Resolution to adopt the Fire Rescue Assessments and Fire rescue services fees at the July 11, 2023 meeting.
6. As required by Section 197.3632(4)(a) and (b), Florida Statutes, authorize mailing of first-class notices to property owners regarding proposed changes to the fire rescue assessments and authorize scheduling a Public Hearing on July 11, 2023 to impose the updated assessments and to place the assessments on the tax bill if applicable.
7. Direct staff to amend the Fire Rescue Services Interlocal Agreement with the City of Tallahassee based on the terms discussed in this item and authorize the Chairman to execute the updated agreement subject to legal review by the County Attorney.
8. Direct staff to bring back a status report on fire hydrant placements in the unincorporated area of the County and any alternative fire suppression methods.

3. Consideration of Proposed Emergency Medical Services MSTU Increase

The Board provided direction regarding the following options:

9. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2024 at 0.75 mills.
10. Schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws regarding the Emergency Medical Service Taxing Unit, for July 11, 2023 at 6:00 p.m.

4. Proposed Revisions to Policy No. 17-2, “Street Lighting Eligibility Criteria and Implementation” to Provide Street Lights at School Bus Stop Locations

The Board provided direction regarding the following options:

11. Adopt the proposed revised Policy No. 17-2, “Street Lighting Eligibility Criteria and Implementation” to Provide Street Lights at School Bus Stop Locations (Attachment #1).
12. Direct staff to draft amendments to the Land Development Code to require new residential subdivisions to provide street lights for school bus stops.

5. Overview of Legislative Changes Concerning Publication of Advertisements and Legal Notices

The Board provided direction regarding the following options, as amended:

13. Direct staff to:
 - a. Prepare an Ordinance and schedule a public hearing for July 11, 2023, that requires Leon County to host a publicly accessible website for the digital publication of certain advertisements and legal notices as allowed by Florida Statutes.
 - b. Authorize the County Administrator to prepare a cost sharing agreement with the City of Tallahassee for Board approval.
 - c. Make paper copies of all legal notices accessible at the Leon County Courthouse and each Leon County library location.

Options:

1. Ratify the direction provided by the Board during the April 25, 2023, FY 2024 Budget Workshop.
2. Approve increasing the Primary Health Care Provider patient visit reimbursement rate from \$125 to \$175 in FY 2024 and to \$225 in FY 2025.
3. Approve the \$500,021 of Federal Local Assistance and Tribal Consistency Funding to be considered as part of the May 23, 2023 Homelessness Workshop.
4. Direct the County Administrator to provide an option for 5% raises for County and Constitutional Officer employees for Board consideration at the June 20, 2023 Budget Workshop.
5. Direct staff to prepare an updated Rate Resolution to adopt the Fire Rescue Assessments and Fire rescue services fees at the July 11, 2023 meeting.
6. As required by Section 197.3632(4)(a) and (b), Florida Statutes, authorize mailing of first-class notices to property owners regarding proposed changes to the fire rescue assessments and authorize scheduling a Public Hearing on July 11, 2023 to impose the updated assessments and to place the assessments on the tax bill if applicable.
7. Direct staff to amend the Fire Rescue Services Interlocal Agreement with the City of Tallahassee based on the terms discussed in this item and authorize the Chairman to execute the updated agreement subject to legal review by the County Attorney.
8. Direct staff to bring back a status report on fire hydrant placements in the unincorporated area of the County and any alternative fire suppression methods.
9. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2024 at 0.75 mills.
10. Schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 11, Article XIII of the Leon County Code of Laws regarding the Emergency Medical Service Taxing Unit, for July 11, 2023 at 6:00 p.m.
11. Adopt the proposed revised Policy No. 17-2, "Street Lighting Eligibility Criteria and Implementation" to Provide Street Lights at School Bus Stop Locations (Attachment #9).
12. Direct staff to draft amendments to the Land Development Code to require new residential subdivisions to provide street lights for school bus stops.
13. Direct staff to:
 - a. Prepare an Ordinance and schedule a public hearing for July 11, 2023, that requires Leon County to host a publicly accessible website for the digital publication of certain advertisements and legal notices as allowed by Florida Statutes.
 - b. Authorize the County Administrator to prepare a cost sharing agreement with the City of Tallahassee for Board approval.
 - c. Make paper copies of all legal notices accessible at the Leon County Courthouse and each Leon County Library location.

14. Board direction.

Recommendation:

Options #1 through #13

Attachment:

1. Proposed Revised Policy No. 17-2, "Street Lighting Eligibility Criteria and Implementation"

Board of County Commissioners Leon County, Florida

Policy No. 17-2

Title: Street Lighting Eligibility Criteria and Implementation

Date Adopted: ~~May 9, 2023~~

Effective Date: May 9, 2023

Reference: N/A

Policy Superseded: Policy No. 17-2 adopted on February 7, 2017

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy 17-2, "Street Lighting Eligibility Criteria and Implementation" adopted on February 7, 2017, is hereby amended, and a ~~new~~ revised policy is hereby adopted in its place, to wit:

Two street lighting programs approved by the Board for nighttime safety enhancement. The first program is to install street lights for traffic safety enhancements at intersections and road segments, and the second program is to install street lights at school bus stops.

1. Street Lighting for Traffic Safety Enhancement at Intersections and Road Segments

- a. Street Lighting Project List: Staff shall evaluate new street light installations proposed within the unincorporated area of Leon County in accordance with the provisions of this Policy. The County Administrator shall approve a Street Lighting Project List, on not less than an annual basis. Intersections and road segments located outside the Urban Services Area or inside subdivisions are not eligible for inclusion on the Street Lighting Project List. The order by which installation occurs for specific projects under the Street Lighting for Traffic Enhancements at Intersections and Road Segments Program shall be determined based upon criteria and prioritization as set forth herein, subject to the availability of funding.
- b. Criteria: Public Works staff will conduct an evaluation for the following eligibility criteria:
 - If street lights are proposed for an intersection, at least ~~te~~ one of the intersecting roads is maintained by the County; and
 - If streets lights are proposed for a linear road segment, such road must be maintained by the County; and
 - The proposed street light would be installed in County or Florida Department of Transportation (FDOT) right of way; and

- The existing road right of way is sufficient for the street light installation while maintaining roadside safety according to the current engineering standards.
- c. Evaluation Prioritization: Street lighting projects meeting the above eligibility criteria for Street Lighting for Traffic Safety Enhancement at Intersections and Road Segments will be prioritized utilizing the criteria set forth in Table 1 below and utilized by staff to develop a Street Lighting Project List. Staff shall have broad discretion in the development of an annual Street Lighting Project List for the County Administrator's consideration. Subject to the discretion afforded staff, nighttime crash rates shall be considered as a weighted factor for the street light installation priority ranking. When nighttime crash rates between projects are equal, the presence of a pedestrian cross walk and sidewalk/pedestrian walking trail shall be the next prioritized criteria followed by other criteria in Table 1 in the descending order.

Table 1: Intersection and Road Segment Street Lighting Evaluation Criteria	
1	Nighttime Crash Rates
2	Presence of Pedestrian Crosswalk and Sidewalk
3	Vehicular Traffic Volume
4	Posted Speed Limits
5	Number of Vehicular Travel lanes
6	Sight Distance
7	Road Geometry
8	Geographic Diversity
9	Pedestrian Volume
10	Future Land Use Classifications and Zoning Districts

2. Street Lighting at School Bus Stops:

- School Bus Stop Lighting Project List: Staff shall evaluate new street light installations at school bus stops proposed within the unincorporated area of Leon County, in accordance with the provisions of this Policy. ~~Proposed new street lights at school bus stop locations that are to be located inside a subdivisions or at the end of a private driveway that only serve one household are not eligible for inclusion on the School Bus Stops Lighting List because the electrical service providers have programs available for an individual homeowner or for an entire neighborhood through a homeowners' association to request street light installations.~~ Subject to the foregoing, a resident of the unincorporated area of Leon County may request a street light at a bus stop by submitting a request form to Public Works.

- a.
 - b. Criteria: Upon receipt of the request for a street light at a school bus stop, Public Works staff will conduct an evaluation for the following eligibility criteria:
 - The requested street light would be installed along a linear road segment or at an intersection in County or Florida Department of Transportation (FDOT) right of way, ~~or located in the County or FDOT right of way at the end of a private driveway(s) servicing two or more households;~~ and
 - The existing road right of way is sufficient for the street light installation while maintaining roadside safety according to the current engineering standards; and
 - The Leon County Schools determines that the bus stop will continue for more than five years based on current information; and
 - —School bus stop locations located inside a subdivision or at the end of a private driveway that only serve one household are not eligible for inclusion on the School Bus Stops Lighting List.
 - c. Evaluation Prioritization: Eligible requests will be placed on the School Bus Stops Lighting List in the order received and submitted to the electric utility service provider for installation ~~on a first come, first served basis~~ subject to the availability of funding.
3. Installation of Street Lighting Projects: Public Works staff will request FDOT participation in street light installation where one of the intersecting roads is a State maintained road. When a joint County/City Capital Improvement Project encompasses a portion of the unincorporated area within the Urban Services Area, street lights in the unincorporated area may be installed and funded as part of the County's street lighting programs. Only projects on the Street Lighting Project List or School Bus Stops Lighting List will be approved for installation and shall be subject to annual appropriation by the Board. ~~The~~A street lighting project ~~status report lists~~ will be ~~provided~~resented to the Board annually.
4. Funding: Initial capital improvement funding for street light installation has been established at \$125,000 a year, and the Board may earmark funding for each of the two street lighting programs. The annual operating costs are anticipated to increase each year as additional projects are completed. The operating cost will be adjusted on an annual basis based on the then effective utility rates. All installation and operational costs are subject to annual appropriation by the Board.

Leon County
Board of County Commissioners
Notes for Agenda Item #20

Leon County Board of County Commissioners

Agenda Item #20

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of the Funding Recommendations for the Tourist Development Taxes Allocated Through the Community Redevelopment Agency to Indaba, Inc.

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
Lead Staff/ Project Team:	Amir Warren, Management Intern Kerri Post, Director, Division of Tourism

Statement of Issue:

This item seeks Board approval of funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency (CRA) for culture, visual arts, and heritage programs to Indaba, Inc. The CRA Board is recommending, subject to Board approval, funding the consortium of Indaba, Inc. in the amount of \$570,550 to include programming expenses and capital improvement costs.

Fiscal Impact:

This item has a fiscal impact. Adequate funds are available to award \$570,550 in Tourist Development Tax (TDT) grant funding as recommended by the Community Redevelopment Agency.

Staff Recommendation:

Option #1: Approve the funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency to Indaba, Inc.

Report and Discussion

Background:

This item seeks Board approval of funding recommendations for the Tourist Development Taxes allocated through the CRA for culture, visual arts, and heritage programs to Indaba, Inc. The CRA Board is recommending, subject to Board approval, funding the consortium of Indaba, Inc. in the amount of \$570,550 to include programming expenses and capital improvement costs (Attachment #1). The Indaba, Inc. proposal represents a consortium of local organizations which include Word of South, the Tallahassee Symphony Orchestra, and the Southern Shakespeare Company. Consistent with Indaba's grant request, this item seeks approval to allocate 75% of the funding for capital improvements and 25% for programming.

Since 2014, Leon County has set aside TDT funds to be allocated by the CRA Board in accordance with a tri-party interlocal agreement between the County, City of Tallahassee (City), and CRA. Pursuant to the Interlocal Agreement, the CRA Board was charged with making recommendations for the utilization of the remaining TDT funds within the Downtown or Frenchtown/Southside CRA Districts, subject to final approval by both the County and City Commissions. These funds must be utilized in accordance with section 125.0104, Florida Statutes, which governs the use of TDT funds. Further, the CRA Interlocal Agreement specifically calls for the TDT funds to be utilized for projects, programs, and expenses:

related to culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects.

On March 21, 2023 the Board considered three recommendations by the CRA Board to award the remaining TDT funds to three grant proposals (Attachment #2). The Board approved two of the proposals with conditions related to the procurement of goods and services, and requested the CRA Board reconsider its recommendation for the Indaba, Inc. project to allow a portion of its grant award to be used for programming expenses. On March 30, 2023, the County Administrator sent a letter to the Executive Director of the CRA outlining the Board's direction and request to the CRA Board (Attachment #3).

On April 25, 2023, at the County's request, the CRA Board reconsidered its prior recommendation related to Indaba, Inc. and modified its recommendation to allow for programming expenses (Attachment #1). Under the Interlocal Agreement, the CRA Board's recommendation to award TDT funds requires final approval by both the County and City Commissions.

Analysis:

The Indaba, Inc. proposal seeks a 75/25 split of the remaining \$570,550 for capital improvements at the Adderley Amphitheater at Cascades Park and programming events through 2024. The planned improvements for the Adderley Amphitheater include the purchase and installation of stage curtaining to facilitate more daytime events, and a digital sign visible from South Monroe Street in the amount of \$427,800. These improvements will be procured by the City after coordination with Indaba, Inc. and the County Division of Tourism, which manages the County's

Concert Series at the Amphitheater. Electronic video screens are no longer included in the capital improvement plan so that a portion of the \$570,550 can be utilized for programming expenses.

Consistent with its original grant application to the CRA, Indaba, Inc. is seeking \$142,750 in programming funds for a “Funk and Blues” concert to be held at Adderley Amphitheater at Cascades Park this summer and, in 2024, for cultural and performative events geared toward African-American audiences for the Bicentennial. While some of these programming events have not been finalized, the Division of Tourism will ensure that the events are eligible for TDT funding and will occur within the CRA districts.

Should the Board approve the funding recommendations presented herein, the City Commission will take up this item at an upcoming meeting for final approval.

Options:

1. Approve the funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency to Indaba, Inc.
2. Do not approve the funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency to Indaba, Inc.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. April 25, 2023 CRA agenda item regarding Indaba, Inc.
2. March 21, 2023 agenda item and grant award recommendations for the CRA TDT funds.
3. March 30, 2023 Letter from the County Administrator to the CRA Executive Director



Agenda Item Details

Meeting	Apr 25, 2023 - CRA Board Meeting
Category	9. Both Districts Policy Formation and Direction
Subject	9.02 Funding Recommendations: Tourist Development Tax (TDT) Arts & Culture Grants -- K. Stephen Cox, II, Executive Director
Type	Action
Fiscal Impact	Yes
Dollar Amount	2,049,000.00
Budgeted	Yes
Budget Source	CRA-Managed TDT Arts Funds
Recommended Action	Option 1: Modify the grant recommendation for Indaba et al. (\$50,000 programming; \$520,550 amphitheater improvements) and return the recommendation to the Leon County Board of County Commissioners.

For more information, contact Stephen Cox, CRA Executive Director, 850-891-8359.

Statement of the Issue

This item concerns funding recommendations for the Tourist Development Tax grant funding which is being administered by the CRA.

The Board of County Commissioners has requested that the CRA Board re-consider the allocation of the funding for the Indaba, Inc. *et al.* grant. More specifically, the Board of County Commissioners has inquired whether a portion of the grant funding should be allocated for Indaba programming.

The Board of County Commissioners recommended approval of the grant awards to LeMoyne Art Foundation and Challenger Learning Center. Those grants require no further action by the CRA Board and will be forwarded to the City Commission.

Recommended Action:

Option 1: Modify the grant recommendation for Indaba *et al.* (\$50,000 programming; \$520,550 amphitheater improvements) and return the recommendation to the Leon County Board of County Commissioners.

Fiscal Impact:

This item recommends award of the entirety of the TDT funds administered by the CRA.

Supplemental Material/Analysis

Prior CRA Grant Recommendations

At its February 23, 2023 meeting, the CRA approved recommendations for grant awards which were as follows:

- (1) LeMoyne Art Foundation - Art for Always – Crossing the Finish Line
Recommended Funding: \$765,000
- (2) Challenger Learning Center of Tallahassee - S.T.E.A.M. Among the Stars
Recommended Funding: \$713,450
- (3) Indaba, Inc., Florida Litfest, Inc., Tallahassee Symphony, Inc. & Southern Shakespeare, Inc.
Improvements to Adderley Amphitheater at Cascades Park + Indaba Programming
Recommended Funding: \$521,550
(partial funding recommendation: amphitheater improvements)

Board of County Commissioners Action

The grant recommendations were forwarded to the Leon County Board of County Commissioners which discussed the recommendations at its March 21, 2023 meeting. The Board of County Commissioners took the following actions: (1) Voted (4-3) to return the Indaba *et al.* application to the CRA for re-consideration of the funding allocations, and (2) Approved (7-0) the grant recommendations for LeMoyne Art Foundation (adding requirement of competitive bidding) and Challenger Learning Center.

The Board of County Commissioners also recommended that interest which has accrued on the TDT funds (\$49,000) be included in the Indaba *et al.* grant raising the total grant award to \$570,550.

A letter from the County Administrator describing the action of the Board of County Commissioners is attached as Attachment 1.

Indaba Application

The Indaba *et al.* application was submitted by a consortium of four separate non-profit organizations. The total grant request was \$1,000,000 with two components: (1) Improvements to the Adderley Amphitheater at Cascades Park (for the benefit of organizations using the venue) and (2) Programming (dance, music and art performances) to be produced or provided by Indaba, Inc. The Indaba *et al.* application is attached as Attachment 2.

Amphitheater Improvements (Prior Recommendation).

The prior recommendation was to fund the request for improvements to the Adderley Amphitheater at Cascades Park. The proposed improvements are as follows: purchase and installation of video screens at amphitheater; purchase and installation of digital sign (proposed to be visible from Monroe St.) to promote amphitheater events; and purchase of amphitheater stage curtaining. The cost of the improvements is estimated at \$521,550 with the City Procurement Services Division to oversee the selection of vendors and the installation.

Indaba Programming

In the application, Indaba, Inc. sought funds for programming which included dance, music and art performances. The proposed programming was as follows: Summer “Funk and Blues” concert to be held at Adderley Amphitheater at Cascades Park; Indaba programming (theatrics, dance and music) to be held at various venues within CRA district including programming specifically geared toward African-American audiences beginning fall 2023 and in 2024 relating to Tallahassee Bicentennial including youth drumming competition, presentation on Black Seminole Indians, a history of Jazz in Frenchtown, history of Florida A&M University through movement, song and dance, and First Christmas performance.

Staff Recommendation: \$50,000 for Programming

Staff recommends a modification of the grant allocation to fund \$50,000 in Indaba programming. These funds would principally constitute the accrued interest in the fund balance. This allocation would keep the full funding for the proposed amphitheater improvements.

Applicants' Request: \$142,750 for Programming

The four organizations submitting the grant request have submitted a written recommendation concerning the allocation of the grant funds and recommend that \$142,750 of the grant be applied to Indaba programming. The applicants' letter is attached as Attachment 3. Under this recommendation, the amphitheater improvements would be reduced and specifically, the video screens would not be provided.

Board of County Commissioners and City Commission Approval

The grant awards must be approved by both the Board of County Commissioners and the City Commission. The Indaba *et al.* grant (whether modified or as initially recommended) must be returned to the Board of County Commissioners.

Department Review:

Financial Management Department and City Attorney's Office

Options:

1. Modify the grant recommendation for Indaba *et al.* (\$50,000 programming; \$520,550 amphitheater improvements) and return the recommendation to the Leon County Board of County Commissioners.
2. Modify the grant recommendation for Indaba *et al.* (\$142,750 programming; \$427,550 amphitheater improvements) and return the recommendation to the Leon County Board of County Commissioners.
3. Provide alternate direction to staff.

Attachments:

1. County Administrator letter dated March 30, 2023
2. Indaba *et al.* Application Packet
3. Indaba *et al.* letter dated April 2023

[Attachment 1 - County Administrator Letter dated March 30, 2023.pdf \(876 KB\)](#)

[Attachment 2 - Indaba et al Application Packet.pdf \(4,175 KB\)](#)

[Attachment 3 - Indaba et al Letter dated April 2023.pdf \(245 KB\)](#)

Leon County Board of County Commissioners

Agenda Item #12

March 21, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Approval of the Funding Recommendations for the Tourist Development Taxes Allocated Through the Community Redevelopment Agency

Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Ken Morris, Assistant County Administrator Kerri Post, Director, Division of Tourism

Statement of Issue:

This item seeks Board approval of funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency (CRA) for culture, visual arts, and heritage programs. The CRA Board is recommending, subject to Board approval, awarding three grants totaling approximately \$2 million to be disbursed to LeMoyne Art Foundation, Challenger Learning Center, and a consortium of Indaba Inc., Florida Litfest, Inc, Tallahassee Symphony, Inc., and Southern Shakespeare, Inc (Attachment #1).

Fiscal Impact:

This item has a fiscal impact. Adequate funds are available to award \$2,049,000 in Tourist Development Tax grant funding as recommended by the Community Redevelopment Agency and Tourist Development Council.

Staff Recommendation:

Option #1: Approve the funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency.

Title: Approval of the Funding Recommendations for the Tourist Development Taxes Allocated Through the Community Redevelopment Agency
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Report and Discussion

Background:

This item seeks Board approval of funding recommendations for the Tourist Development Taxes (TDT) allocated through the Community Redevelopment Agency (CRA) for culture, visual arts, and heritage programs. Since 2014, Leon County has set aside TDT funds to be allocated by the CRA Board in accordance with a tri-party interlocal agreement between the County, City of Tallahassee (City), and CRA. The CRA Board is recommending, subject to Board approval, awarding three grants totaling approximately \$2 million to be disbursed to LeMoyne Art Foundation, Challenger Learning Center, and a consortium of Indaba Inc., Florida Litfest, Inc, Tallahassee Symphony, Inc., and Southern Shakespeare, Inc (Attachment #1).

On July 12, 2022, a status report was provided to the Board describing the CRA's efforts to allocate the remaining TDT funds which were set aside pursuant to the interlocal agreement (Attachment #2). At that time, staff anticipated the grant application and evaluation process to be completed by spring 2023. The CRA Board's utilization of the TDT funds remains subject to final approval by both the County and City Commissions. The City Commission is expected to take up this item at its meeting on March 22, 2023.

Tri-Party Interlocal Agreement

On October 14, 2014, the Board approved the Third Amendment to the CRA Interlocal Agreement to reallocate TDT revenues that had been dedicated to a downtown performing arts center, which never came to fruition. At that time, the County had accrued a fund balance of approximately \$5 million in TDT for a downtown performing arts center. Pursuant to the Interlocal Agreement, the CRA Board was charged with making recommendations for the utilization of the remaining TDT funds within the Downtown or Frenchtown/Southside CRA Districts, subject to final approval by both the County and City Commissions. These funds must be utilized in accordance with section 125.0104, Florida Statutes, which governs the use of TDT funds. Further, the CRA Interlocal Agreement specifically calls for the TDT funds to be utilized for projects, programs, and expenses:

related to culture, visual arts, and heritage programs; performing arts space, as part of the convention center project; or other performing arts projects.

In accordance with the Third Amendment to the CRA Interlocal Agreement approved in 2014, approximately \$2.25 million of the TDT funds were allocated for capital improvements associated with the Amphitheater support space and redevelopment at Cascades Park. On May 25, 2017 the CRA Board approved the creation of a competitive grant program to solicit proposals and allocate the remaining \$3 million of TDT. In July 2018, the County, CRA Board, and City each approved awarding the remaining TDT funds to three organizations as a result of the grant program. This included a proposal by TLH Arts, Inc. for a "Performance and Rehearsal Venue Renovation" which originally involved the renovation of a State-owned building located on West Van Buren Street into a multipurpose assembly and performance venue. TLH Arts, Inc. was awarded \$1.8 million for its proposal which, over several years and multiple iterations, was unable to meet the required benchmarks (fundraising, securing a location, etc.) to receive funding.

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On January 26, 2022, after several extensions and iterations of the project, TLH Arts Inc. provided a letter to the CRA stating that the organization had placed its plans for the venue on hold. On February 24, 2022, following the receipt of TLH Arts, Inc.'s letter stating that it had put its project on hold, the CRA Board rescinded the grant previously awarded to TLH Arts Inc. and directed staff to develop a new application process for the remaining funds.

The County's Director of Tourism coordinated with CRA staff to ensure the grant guidelines and applications met the statutory requirements for TDT expenditures. On September 8, 2022, the CRA Board approved a grant solicitation process to reallocate the remaining funds in a manner consistent with the Interlocal Agreement. Approximately \$2.0 million of TDT funds remains in the County's interest-bearing account pursuant to the CRA Interlocal Agreement at this time. The analysis section summarizes the CRA's grant solicitation process and funding recommendations to allocate the remaining TDT funds.

Analysis:

Consistent with the Interlocal Agreement, the CRA solicited grant applications for projects, programs, and expenses related to culture, visual arts, and heritage programs. All funding allocations of TDT under the Interlocal Agreement must be utilized within the Downtown or Frenchtown/Southside CRA Districts and requires the approval of the CRA Board and the County and City Commissions. These funds must also be utilized in accordance with Section 125.0104, Florida Statutes, which governs the use of TDT funds. Should the Board approve the funding recommendations presented herein, the City Commission is anticipated to take up this item at its meeting on March 22, 2023 for final approval.

On September 8, 2022, the CRA Board approved a grant solicitation process to reallocate the remaining \$2.0 million in TDT. The CRA's grant application window opened on October 1, 2022 and closed on November 30, 2022. Three applications were deemed eligible under the statutory criteria for authorized expenditures of the TDT funds. After the application window closed, staff from the Council on Culture and Arts (COCA) reviewed the applications to evaluate how each application would meet the goals of the Capital Area Cultural Plan for funding. Applications were then forwarded to the Arts & Culture Review Committee to be scored at a public meeting. The Arts & Culture Review Committee was comprised of the following members: Kyle Phelps (Downtown Redevelopment Commission), Cynthia Tunnicliff (Downtown Improvement Authority), Russell Daws (Tourist Development Council), Betsy Couch (Knight Creative Communities Initiative) and LaRoderick McQueen (Greater Frenchtown/Southside Citizens Advisory Committee). The Committee's scoring evaluations and rankings were forwarded to the Tourist Development Council (TDC) as required by the Interlocal Agreement.

On February 2, 2023, the TDC reviewed the applications and unanimously recommended the three grant awards as proposed by the Arts & Culture Review Committee. On February 23, 2023 the CRA Board approved the following funding recommendations:

Title: Approval of the Funding Recommendations for the Tourist Development Taxes Allocated Through the Community Redevelopment Agency

March 21, 2023

Page 4

LeMoyne Art Foundation, Inc.: “Art for Always – Crossing the Finish Line”

This is the final phase of a multi-year, multi-phased improvement, expansion, and enhancement of the facilities owned and operated by the LeMoyne Art Foundation, Inc. This project calls for renovations to LeMoyne’s art education building to improve and expand the studio art education facilities which will enhance student and teacher experiences and attract tourists to special weekend workshops and events. This project will also provide for a new large event gazebo, expansion of the sculpture garden and enable ADA accessibility, and create art studio space for artists.

Recommended Funding: \$765,000

Challenger Learning Center: “S.T.E.A.M. Among the Stars”

This project calls for upgrades and improvements to the Challenger Learning Center’s 128 seat planetarium auditorium.

The Downtown Digital Dome Theatre and Planetarium is a 50’, high-definition theatre with a 26,000-watt Dolby 5.1 surround sound system operating on an outdated digital platform. Grant funds would be utilized for the purchase and installation of a *Digistar 7* digital presentation and projection system. The *Digistar 7* platform would also allow the Challenger Learn Center to host and broadcast live seminars and well as access new content through a cloud-based resource library to diversify its programming.

Recommended Funding: \$713,450

Indaba Inc., Florida Litfest, Inc, Tallahassee Symphony, Inc., and Southern Shakespeare, Inc: “Capital Cascades Amphitheater Improvements...”

This project calls for capital and programming improvements at the Adderley Amphitheater at Cascades Park, however, the funding recommendation provides only for the proposed capital improvements. The capital improvements call for the purchase and installation of video screens alongside the Amphitheater to enhance performances, the purchase and installation of a digital sign to be visible from Monroe Street to promote Amphitheater events, and the purchase and installation of Amphitheater stage curtaining to facilitate more daytime events. The design and installation of these features would be coordinated with the City which manages the venue and the Division of Tourism which manages the County’s Concert Series.

Recommended Funding: \$570,550

The grant application packets for each project are included in Attachment #1. All three of the projects recommended for funding are within the CRA boundaries and meet the statutory requirements for the expenditure of TDT funds. Therefore, this item recommends approval of the funding recommendations provided by the CRA Board. Should the City Commission approve these funding recommendations, the grant applicants will contract with the CRA to begin the implementation of these projects.

Title: Approval of the Funding Recommendations for the Tourist Development Taxes Allocated
Through the Community Redevelopment Agency
March 21, 2023
Page 5

Options:

1. Approve the funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency.
2. Do not approve the funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. February 23, 2023 CRA Agenda Item and Funding Recommendations to Allocated TDT.
2. July 12, 2022 Status Update on the TDT Funds Allocated to the CRA.



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5300 www.leoncountyfl.gov

Commissioners

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At-Large
Chairman

CAROLYN D. CUMMINGS
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District 3

BRIAN WELCH
District 4

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District 5

VINCENT S. LONG
County Administrator

CHASITY H. O'STEEN
County Attorney

March 30, 2023

Stephen Cox, CRA Executive Director
435 North Macomb Street
Tallahassee, FL 32301

Dear Mr. Cox,

I am writing to formally notify you of the recent actions taken by the Board of County Commissioners regarding the Community Redevelopment Agency's (CRA) recommendations to award Tourist Development Tax (TDT) funds pursuant to the County's Interlocal Agreement with the CRA and City of Tallahassee (City). On March 21, 2023, the County Commission considered the recent actions and recommendations by the CRA Board to award three grants totaling approximately \$2 million to LeMoyne Art Foundation, Challenger Learning Center, and a consortium of Indaba Inc., Florida Litfest, Inc, Tallahassee Symphony, Inc., and Southern Shakespeare, Inc. Following extensive discussion on the CRA's recommendations, the County Commission approved the recommendations to award the TDT funds for the LeMoyne Art Foundation and Challenger Learning Center projects, with conditions, however the County Commission is requesting the CRA reconsider its recommendation for the Indaba, Inc. project to allow a portion of those funds to be utilized for programming expenses.

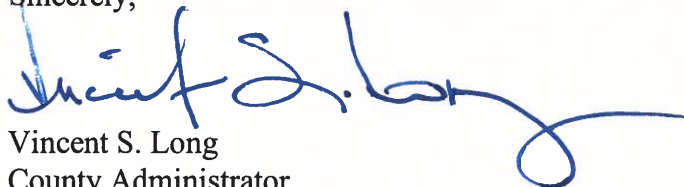
The conditions set forth by the County Commission require the CRA to ensure and document that the organizations to be awarded TDT funds for capital improvement projects utilize an Invitation to Bid process and MWSBE aspirational goals for the selection of vendors. The CRA shall provide the County adequate documentation affirming that these conditions have been met prior to invoicing the County to access the TDT funds. Should the City concur with these conditions, the LeMoyne and Challenger projects may proceed with the solicitation process.

For the Indaba project, the County acknowledges that the full funding request could not be satisfied based on the available funds. As a result, the CRA Board only recommended funding for the capital improvement portion of Indaba's grant application. The County Commission is requesting the CRA Board to reconsider its recommendation for the Indaba project to allow a portion of the funds to be utilized for programming needs. Should the CRA Board reconsider the Indaba, Inc. project and provide a recommendation that allows for programming expenses, I would be glad to place it on the next County Commission meeting agenda which is scheduled for May 9, 2023.

As you know, pursuant to the Interlocal Agreement the allocation of the \$2 million in TDT funds requires the approval of the CRA Board, the County Commission, and City Commission.

Should you have any questions regarding the County Commission's action, Ken Morris, Assistant County Administrator, is available to provide additional information. As always, I greatly appreciate working with you on so many issues of importance to our community and look forward to moving forward on this matter in coordination with the CRA.

Sincerely,



Vincent S. Long
County Administrator

Cc: Alan Rosenzweig, Deputy County Administrator
LaShawn Riggans, Deputy County Attorney
Ken Morris, Assistant County Administrator
Kerri Post, Director, Division of Tourism
Reese Goad, City Manager
Lou Norvell, Assistant City Attorney
Sheila Thompson Williams, Community Redevelopment Coordinator

Enclosure: Follow up to the County Commission Meeting of March 21, 2023, Pgs. 4-5

Board of County Commissioners
Regular Public Meeting
March 21, 2023

Follow-Up
Page 4

13. 2022 Annual Tallahassee-Leon County Board of Adjustment and Appeals Report
(County Administrator/ Development Support & Environmental Management)
The Board approved Option #1: Accept the 2022 Annual Tallahassee-Leon County Board of Adjustment and Appeals Report.
14. Fiscal Year 2022 Annual Leon County Contractors Licensing Board Report
(County Administrator/ Development Support & Environmental Management)
The Board approved Option #1: Accept the FY 2022 Annual Contractors Licensing Board Report.
15. 2022 Annual Concurrency Report
(County Administrator/ Development Support & Environmental Management)
The Board approved Option #1: Accept the 2022 Concurrency Annual Report.
16. 2022 Annual Supervised Pretrial Release Program Report
(County Administrator/ Office of Intervention & Detention Alternatives)
The Board approved Option #1: Accept the 2022 Annual Supervised Pretrial Release Program Report, and authorize staff to submit to the Clerk of Circuit Court and Comptroller for Leon County.
17. February 2023 Quarterly Economic Dashboard Report
(County Administrator/ PLACE/ Office of Economic Vitality)
The Board approved Option #1: Accept the February 2023 Quarterly Economic Dashboard Report.

CONSENT ITEMS PULLED FOR DISCUSSION

5. Memorandum of Understanding Between Leon County, the City of Tallahassee and Children Services Council of Leon County
(County Administrator/ Human Services & Community Partnerships)
 - Item pulled from Consent by Commissioner Minor.
 - Cecka Rose Green, Executive Director of the Children's Services Council of Leon County (CSC), provided an update on the funding provided through the CSC for local programs. She stated the need to hire 3 more positions which will be addressed at the March 23, 2023 CSC meeting.
 - The Board thanked Ms. Green for the update, and discussed the hiring of additional CSC staff.

Commissioner Cummings moved, seconded by Commissioner Minor to approve Option #1: Approve the Memorandum of Understanding (MOU) between Leon County, the City of Tallahassee, and the Children Services Council of Leon County to partner on opportunities to collaborate and coordinate on funding, program delivery, program evaluation, and outcome measures for children and family services, and authorize the County Administrator to execute the MOU, subject to legal review by the County Attorney.

The motion passed 7-0
12. Approval of the Funding Recommendations for the Tourist Development Taxes Allocated Through the Community Redevelopment Agency
(County Administrator/ County Administration/ Tourism)
 - Item pulled from Consent by Commissioner Cummings.

Board of County Commissioners
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March 21, 2023

Follow-Up
Page 5

- **In-Person Speakers:**

- Arielle Raff, Executive Director for LeMoyne Arts spoke in support of their funding request.
 - Donna Cotterell spoke in support of program funding in addition to the infrastructure funding.
 - Alan Hanstein, Executive Director of the Challenger Learning Center spoke in support of their funding request.
 - Max Epstein spoke in opposition to the CRA grant funding process, and questioned the CRA recommendation for Indaba Inc.
- Lou Norvell, City Attorney's Office, explained that due to the amount of available funding, the recommendation by the Review Committee and CRA was to limit funding to one-time capital improvements.
 - Ken Morris, Assistant County Administrator, confirmed that the LeMoyne Arts and Challenger Center grant applications were recommended for full funding, and all of the remaining CRA TDT funds were recommended to go to the Indaba project.
 - The Board discussed the CRA recommendation and considered several motions. The Board also discussed allowing Indaba to receive grant funding for programming and the impact this may have on LeMoyne and Challenger.

Commissioner Cummings made a substitute motion, seconded by Commissioner Caban to approve Option #3: Board direction: Request the Community Redevelopment Agency (CRA) Board reconsider its recommendation for the Indaba Inc. project to allow a portion of the funds to be utilized for programming; and, require the CRA to ensure and document that the organizations to be awarded funding for capital improvement projects utilize an Invitation to Bid process and MWSBE aspirational goals for the selection of vendors.

The motion passed 4-3 with Commissioners Welch, O'Keefe and Minor opposed

Commissioner Minor moved, seconded by Commissioner Cummings to approve Option #1 as amended: Approve the funding recommendations for the Tourist Development Taxes allocated through the Community Redevelopment Agency for the LeMoyne Art Foundation and Challenger Learning Center.

The motion passed 7-0

Staff: County Administration / Tourism – Ken Morris / Kerri Post

GENERAL BUSINESS

18. Lake Munson Status Report

(County Administrator/ Public Works)

- Anna Padilla, Stormwater Management Coordinator, provided an overview of the efforts to improve the water quality of Lake Munson and the implementation of the Lake Munson Action Plan.
- **In-person speakers:**
 - Max Epstein spoke in support of sediment removal opportunities for Lake Munson.

**Leon County
Board of County Commissioners**

Notes for Agenda Item #21

Leon County Board of County Commissioners

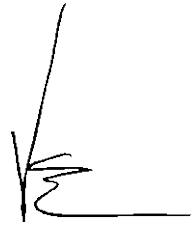
Agenda Item #21

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator
Lead Staff/ Project Team:	Maggie Theriot, Director, Office of Resource Stewardship Cassie Griffith, Solid Waste Manager

Statement of Issue:

This item seeks Board acceptance of the status update regarding curbside collection service provided by Waste Pro, Inc.

Fiscal Impact:

This item has no fiscal impact. The monthly subscription is paid for by residents and businesses opting to receive curbside residential and commercial solid waste collection service within unincorporated Leon County.

Staff Recommendation:

- Option #1: Accept the status update regarding curbside collection service provided by Waste Pro, Inc.
- Option #2: Direct staff to provide semiannual performance reports to the Board upon the commencement of the new Franchise Agreement.

Report and Discussion

Background:

This item seeks Board acceptance of the status update regarding curbside collection service provided by Waste Pro, Inc. (Waste Pro). At the February 10, 2020 meeting the Board approved continuing service with Waste Pro through a renewal of the Solid Waste Franchise Agreement (Agreement). At the same February meeting the Board directed staff to prepare quarterly status reports regarding Waste Pro's performance. As requested by the Board, status reports have been presented on a routine basis to monitor the performance of Waste Pro and ensure Waste Pro meets the expectations of the Agreement through the renewal period. The first status report was included in the July 14, 2020 meeting agenda, and subsequent reports were provided on November 17, 2020, February 16, 2021, May 11, 2021, September 21, 2021, January 24, 2022, April 12, 2022, July 12, 2022, October 11, 2022, and January 24, 2023.

The Agreement provides for the exclusive collection of commercial solid waste, residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription (i.e.: voluntary) basis. The current Agreement will expire in September 2023, with a newly solicited agreement to begin on October 1, 2023. The Franchise Agreement was awarded by the Commission on March 21, 2023 to Waste Pro. Approximately 30,000 residents in the unincorporated area subscribe. Although commercial recycling collection is not an exclusive service, Waste Pro is required to offer the service within the unincorporated area. Commercial services are provided at approximately 400 sites.

Analysis:

To ensure performance, the Agreement provides for liquidated damages to be assessed against Waste Pro in the event of unresolved customer complaints for infractions not meeting the requirements of the Agreement. Per the Agreement, the ability to levy liquidated damages is a tool the County uses to address noncompliance with terms of the Agreement. In addition to levied liquidated damages, the volume and nature of customer calls is another indicator used to monitor Waste Pro service. Table #1 provides the annual number of inquiries and requests for service received by Waste Pro, as well as the annual number of liquidated damages assessments, and the amount paid to the County for liquidated damages.

Table #1. Waste Pro Inquiries, Requests for Services, and Liquidated Damages Assessments 2019-2023

Calendar Year	# Inquiries/ Grievance	# Requests for Service	# Liquidated Damages Legitimate Complaints	\$ Liquidated Damages
2019	4,064	21,074	2,245	\$201,780
2020	3,126	25,499	355	\$30,950
2021	3,696	24,390	573	\$50,115
2022	5,218	22,108	4,602	\$423,615
2023 ¹	1,171	5,337	175	\$17,800

¹ 2023 totals reflect January – March

The *Inquiries/Grievance* column represents incoming calls/emails from customers to Waste Pro which involve delivery of routine service for waste, recycling, and yard debris. Generally, these calls are regarding missed pick-up.

The *Requests for Service* column includes calls regarding specialized service that is not included in routine weekly service such as scheduling bulk items, service of oversized yard debris, or waste/recycling carts to be repaired.

The *Liquidated Damages Legitimate Complaints* column correlates to, but is not directly derived from, the *Inquiries/Grievance* and *Requests for Service* columns. For example, Waste Pro has 24 hours to take corrective action on a grievance of missed pick-up and 7 business days to service bulky items before such an inquiry would become a *Legitimate Complaint* as included in Table #1. Additionally, the Agreement includes liquidated damages for items that are not customer-facing, such as hydraulic leaks. The amount levied for individual liquidated damages varies based on the type and duration of the noncompliance. In 2022, \$423,615 in liquidated damages were assessed, including the largest single month assessment to date of \$84,510 in August. The beginning of 2023 has presented a total of 175 legitimate complaints equaling \$17,800, which is a significant decline from prior months. Operational changes discussed in prior status updates such as increasing employee pay and receipt of new waste trucks appear to be contributing to the downward trend in contract noncompliance.

Waste Pro has made various administrative and operational changes that have been reported in preceding months. In addition to those previously expressed revisions, Waste Pro reports that new route management technology has been installed in two of 16 trucks, and route drivers are currently undergoing training to use these capabilities. This investment in technology is expected to yield greater efficiency and less route errors. Furthermore, Waste Pro is preparing to restructure daily routes to better balance the number of customers scheduled each day. The route change is anticipated to alleviate the delays caused by heavily scheduled routes on particular days of the week.

As detailed in earlier status reports to the Board, Waste Pro made investments in the collection fleet following a string of hydraulic leaks in the beginning of 2022. That repair and prevention investment remained predominantly successful throughout the last year. However, a recent series of leak events were reported, but promptly responded to by Waste Pro through application of treatment solution. County staff remain diligent to ensure Waste Pro resolves customer concerns as they occur.

The County's current contract for unincorporated area waste collection services will expire on September 30, 2023. Previously in 2020 the Board approved continuing service with Waste Pro through a renewal of the Solid Waste Franchise Agreement. At that time the Board directed staff to prepare quarterly status reports regarding Waste Pro's performance. As requested by the Board, status reports have been presented on a routine basis. This status update represents the final update of the renewal period as a new Franchise Agreement will commence October 1, 2023.

On March 21, 2023 the Board awarded the exclusive franchise to provide waste collection services in unincorporated Leon County to Waste Pro with an initial term of seven years beginning October

1, 2023. Parameters included in the new Franchise Agreement add greater clarity of performance standards and accountability, along with detailed liquidated damages for violation of such standards, to ensure the vendor has clear expectations for service and performance. With the transition to the new Franchise Agreement, this item recommends providing semiannual reports to the Board to provide performance updates. Staff continues to actively engage with Waste Pro and monitor contract performance to ensure satisfactory service levels are achieved and maintained.

Options:

1. Accept the status update regarding curbside collection service provided by Waste Pro, Inc.
2. Direct staff to provide semiannual performance reports to the Board upon the commencement of the new Franchise Agreement.
3. Do not accept the status update regarding curbside collection service provided by Waste Pro, Inc.
4. Board direction.

Recommendation:

Options #1 and #2

**Leon County
Board of County Commissioners
Notes for Agenda Item #22**

Leon County Board of County Commissioners

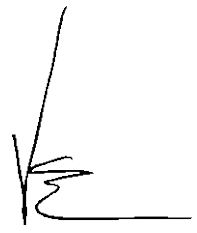
Agenda Item #22

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Nominations to the Governor for Appointment to the Children's Services Council of Leon County



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

Statement of Issue:

This item seeks the Board's nomination of three applicants to the Governor for appointment to the Children's Services Council of Leon County, due to a recent resignation.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Nominate 3 citizens to the Governor for appointment to the Children's Services Council of Leon County. The eligible applicants are: Zandra Glenn (seeking reappointment), Patty Thomas Ball, Matt McKibbin, Michelle Miller, Lisa Perry, John Sheetz, and Amanda Valter (Attachment #1).

Report and Discussion

Background:

At the January 24, 2023 meeting, the Board approved nominations for two gubernatorial appointments to the Children's Services Council of Leon County (CSC) due to the expiration of two seat terms. Since that time, the CSC has notified the County of an additional vacancy due to the resignation of Carmen Conner in March 2023. Accordingly, this item seeks the Board's nomination of three additional applicants to the Governor for appointment to the CSC.

Analysis:

On November 17, 2020, the Board approved a proposed process for soliciting and selecting citizen applications for the five (5) initial gubernatorial appointments to the CSC. Per Section 125.901, Florida Statutes, the Board is required to submit to the Governor at least three (3) recommendations for each gubernatorial appointment vacancy. Following the Board's nomination of 15 applicants for consideration, as approved on January 26, 2021, the following applicants were appointed by the Governor to the CSC: Zandra Glenn; Paul Mitchell; Mark O'Bryant; Carmen Conner; and Liza McFadden.

Gubernatorial appointees to the CSC serve four-year terms; however, the length of the terms of the initial appointees was adjusted to stagger the terms in accordance with Section 125.901, Florida Statutes. To fulfill this requirement, upon selection the Governor established the term for each initial appointee, with three (3) of the appointees serving a four (4) year term and two (2) of the appointees serving a two (2) year term. In working with the Governor's Appointment Office and the CSC to ensure the County's records are consistent with the appointee term lengths and expiration dates established by the Governor, the County updated the term length and expiration dates as follows:

Table #1: Term Assignments for the Governor's CSC Appointees

Member	Term Length	Term Expiration
Paul Mitchell	Four-Year Term	12/31/2024
Zandra Glenn	Two-Year Term	12/31/2022
Mark O'Bryant	Four-Year Term	12/31/2024
Liza McFadden	Two-Year Term	12/31/2022
Carmen Conner	Four-Year Term	12/31/2024

On January 24, 2023, the Board nominated seven (7) citizens, from a total of 14 applicants, to be considered for two gubernatorial appointment vacancies (Attachment #2). Paul Mitchell was among the Board's nominees; however, Mr. Mitchell's term, as established by the Governor, expires on December 31, 2024; therefore, he does not need to be nominated for reappointment at this time. The Governor's Appointment Office has indicated that the remaining six applicants

nominated by the Board is sufficient for submission to the Governor for the vacancies contemplated at the January 24, 2023 meeting.

Subsequently, on March 23, 2023, Carmen Conner resigned from the CSC. At this point in time, the Governor's Appointment Office and the CSC have recommended that the County submit three (3) additional nominees for the Governor's consideration in light of the additional vacancy.

Table #2 lists the remaining applicants who were not previously nominated by the Board in January 2023. These applicants have expressed that they are still interested in appointment to the CSC. The County's records previously erroneously reflected that Zandra Glenn has been appointed to serve a four (4) year term, so Zandra Glenn did not apply and seek reappointment when the Board previously solicited applications. As requested by the CSC, the applicant list in this agenda item includes Zandra Glenn, an initial gubernatorial appointee who is seeking reappointment. Attachment #1 includes details on each applicant and their individual applications.

Table #2: Remaining CSC Applicants

Name	Race	Gender
Patty Ball Thomas	Black	Female
Matt McKibbin	White	Male
Michelle Miller	White	Female
Lisa Perry	Black	Female
John Sheetz	White	Male
Amanda Valter	Black	Female
Zandra Glenn (seeking reappointment)	Black	Female

Following the selection of three (3) additional nominees for the third vacancy, the list of nominees for all three appointments will be sent to the Governor's Appointments Office. In accordance with Section 125.901, Florida Statutes, the Governor then has 45 days to make appointments or request a new list of candidates.

Options:

1. Nominate 3 citizens to the Governor for appointment to the on the Children's Services Council of Leon County. The eligible applicants are: Zandra Glenn (seeking reappointment), Patty Thomas Ball, Matt McKibbin, Michelle Miller, Lisa Perry, John Sheetz, and Amanda Valter (Attachment #1).
2. Board direction.

Recommendation:

Option #1

Attachments:

1. List of applicants and applications
2. January 23, 2023 Agenda Item

Applications for the Childrens Services Council of Leon County

	Date Received	Salutation	Name	Employer	Occupation	Race	Age	Gender	District	Disabled	Eligible	Financial Disclosure	County Resident Last 2 Years
1	11/15/2022	Dr.	Ball Thomas, Patty	Florida A&M University	Professor/Director	Black	75	F	District V	No	Yes	Yes	Yes
2	4/25/2023	Dr.	Glenn, Zandra*	Pharmacist Consultant	Financial Transformations Inc.	Black	55	F	District II	no	Yes	Yes	Yes
3	11/14/2022	Mr.	McKibbin, Matt	Zenwealth Properties	Real- Estate	White	50	M	District IV	No	Yes	Yes	Yes
4	10/11/2022	Mrs.	Miller, Michelle	MM FITNESS LLC	Business Owner	White	47	F	District IV	No	Yes	Yes	Yes
5	4/28/2023	Mrs.	Perry, Lisa	State of Florida Agency for Healthcare Administration	AHC Administrator	Black	44	F	District I	No	Yes	Yes	Yes
6	01/05/2023	Mr.	Sheetz, John	Florida State University	Trainer	White	42	M	District V	No	Yes	Yes	Yes
7	01/05/2023	Mrs.	Valter, Amanda	Office of the Public Defender, 2nd Judicial Circuit	Asst. Public Defender	Black	29	F	District II	No	Yes	Yes	Yes

*seeking reappointment



LEON COUNTY BOARD OF COUNTY COMMISSIONERS APPLICATION FOR CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.

Name: Dr. Patty Ball Thomas **Date:** 11/15/2022 4:28:10 PM

Home Address:	515 Karcher Ave Tallahassee, FL 32317	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 264-1065	Do you own property in the Tallahassee City Limits?	Yes
Email:	pballthomas@netscape.net	How many years have you lived in Leon County?	50

(EMPLOYMENT INFORMATION)

Employer:	Florida A&M University	Work Address:	501 Orr Drive, GEC-B 310 Tallahassee, FL 32317
Occupation:	Professor/Director		
Work/Other Phone:	(850) 599-3107		

(OPTIONAL)

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

Race:	Black or African American	Gender:	F	Age:	75
District:	District V	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Dr. Allyson Watson	Name:	Rev. Jean DeBarbieris Owen
Address:	Florida A&M University 501 Orr Drive. GEC_A 309, Tallahassee, FL 32307	Address:	8551 Buck Lake Rd, Tallahassee, FL 32317
Phone:	(850) 561-2989	Phone:	(850) 656-1678

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

Do you know of any circumstances that would result in you having to abstain from voting on the Council due to voting conflicts?
No

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

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

Do you foresee participating in any competitive bid process involving business with the Council to which you are applying, during your time serving on that council? *No*

[Members on this Council must file a financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics](#)

Are you willing to complete a financial disclosure form? *Yes*

[All members appointed by the Governor shall have been residents of the county for the previous 24-month period.](#)

Have you lived in Leon County for the past 24 months? *Yes*

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

Signature: *Dr. Patty Ball Thomas*

The application was electronically sent: 11/15/2022 4:28:10 PM

Patty Ball Thomas

BIOGRAPHICAL SKETCH

NAME	POSITION TITLE		
Ball Thomas, Patty	Professor, College of Education		
COMMON USER NAME	Department of Elementary Education, Reading/Lang. Ed. Florida A&M University		
EDUCATION/ TRAINING (Begin with baccalaureate or other professional education, such as nursing, and postdoctoral training)			
INSTITUTION AND LOCATION	DEGREE (If applicable)	Year(s)	FIELD OF STUDY
Florida A&M University	B.S.	1967	Elem. Education
Florida State University	M.S.	1977	Reading/Lang.Ed
Florida A&M University	Ph.D.	2001	Ed. Leadership

Professional Experience

2022-Present	Florida A&M University, Director of Teacher Education Induction
2020-Present	Florida A&M University, Professor
2018-2019	Florida A&M University, Associate Professor
2016-2017	Florida A&M University, Chairman, Department of Pre K/Elementary Ed.
2011 – 2017	Florida A&M University, Associate Professor
2004 – 2011	Florida A&M University, Assistant Professor
2003 – 2003	Leon County Public Schools, second grade teacher
2003 – 2000	Florida Association for Community Action, Executive Director
2000 – 1996	Florida Department of Ed., Program Admin. of School Readiness
1996 – 1990	Florida Department of Ed., Director of Early Childhood Programs
1990 – 1985	Florida Department of Ed., Supervisor of Early Childhood and Elem. Ed.
1988 – 1986	Florida A&M University, Research Consultant, College of Pharmacy
1985 – 1980	Florida Department of Ed., Reading Consultant, Early Childhood/Elem.
1979 – 1977	Leon County Public Schools, Reading Teacher, Elem. & Adult Ed.
1976 – 1974	Florida Department of HRS, Ed. Pg. and Facility Supervisor
1974 – 1969	Okeechobee County Public Schools, Tutorial Reading Supervisor of Migrant Programs and 3rd & 4th grade teacher
1969 – 1968	Duval County Public Schools, 3rd & 4th Grade combination gifted class
1967 – 1968	Duval County Public Schools, 3rd grade teacher

Other Collegiate Assignments

Director of Off Campus Programs, 2004 – 2005
Principal Investigator / Project Director of Head Start Grant for HBCUs, 2005 – 2011
Member, Student, Grievance Committee, 2005 – present
Member, Activity & Service Fee Committee, 2004
Member, Conceptual Framework Committee, 2005- 2009
Member, Faculty Handbook Committee, 2005 – 2007
Member, Honors program Advisory Committee, 2004 – 2010
Member, Apple Pinning Ceremony Committee, 2004 - 2013

Patty Ball Thomas

Member, FAMU Day at the Capitol Committee
Member, COE Research, Grants and Professional Development Committee, 2013-present
Member, COE International Education Ad Hoc Committee, 2013 - present
Member, COE Student Grievance Committee, 2013 - present
Member, COE Student Services Committee, 2013 – present
Advisor, Student Club Sponsor, Phi Delta Kappa, 2004 – Present

Current Professional and Academic Association Memberships

International Reading Association Member
National Even Start Association Board of Directors
Phi Delta Kappa, Chapter President
Kappa Delta Pi, Member at large
Societas Docta, Inc. Chapter President
Capital Area Community Action - Head Start Policy Council (past)
Capital Area Community Action Agency Board of Directors President
ZONTA International Member
Tallahassee Drifters, Inc. Member
State of Florida Notary Public, American Society of Notaries #895751

Current Professional Assignments and Activities

Revising curriculum to reflect the Common Core; developing rubrics for revised FEAPs and FTCE competencies.
Developing Reading Matrix for RED 3333, Reading in the Content Area (Competencies 1 and 2)-(K-12)

Publications

Doctoral Dissertation –“Implication of Recent Brain Research on Preparing Young Children to Enter School Ready to Learn”
Masters’ Thesis – “The Effect of Experiential Learning versus Direct Instruction on Reading Comprehension”
Booklet entitled ‘Who's Reading What?’ (Information on Reading Basals in the 67 school districts within the State of Florida), Florida Department of Education
Numerous Early Childhood and Elementary Education Reports, Florida Department of Education
Columnists for Capitol Outlook News – ‘Reading Tips for Parents’
Article in the Florida Reading Quarterly, Florida Reading Association
Florida First Start Program Planning and Implementation Guide, Florida Department of Education
Florida First Start Parent Educators Handbook, Florida Department of Education
School Age Child Care - ERIC Report
Sunrise Skill Builders, Florida Department of Education

Patty Ball Thomas

Book Chapter – The First Three Years of a Child’s Life and Its Impact on A Child Entering School Ready to Learn, How to Teach Children At Risk of Educational Failure: Coping with Poverty, Bullying, Disease. Crime, and Ethnicity, Dr. Tony Manson (ISBN 0-7734-6173-6 Mellen Press Studies in Education Volume 103, 2005

Book Chapter – The Effects of Repeating Reading on Reading Fluency,

Twenty Issues in Teaching African American Pupils: A Collective Experience of What Works, Dr. Tony Manson (ISBN-13-978-0-7734-5685-3 Mellen Press, 2006

Book Chapter – Parent Involvement and At Risk Students Enrolled in Even Start Family Literacy Programs, Twenty Issues in Teaching African American Pupils: A Collective Experience of What Works, Dr Tony Manson (ISBN-13-978-0-7734-5685-3 Mellen Press, 2006

Book – Preparing Young Children to Enter School Ready to Learn: Implications of Recent Brain Research on Preparing Young Children to Enter School Ready to Learn.

Dr. Patty Ball Thomas (ISBN 978-3-639-10569-8 VDM Verlag Dr. Muller Aktiengesellschaft &Co.KG Publisher, 2009

Papers Presented

“Opportunities and Challenges at First Grade: An Administrative Prospective,” The National Association of African American Studies, 2004, Houston, TX

“The Impact of Fluency on Reading Comprehension,” The Sino-American International Research Forum, 2010, Guilin, P.R. China

“African American Teacher Stress Related to High Stakes Testing”, National Association of African American Studies & Affiliates, 2014 Baton Rouge, Louisiana

“Preparing Young Children to Enter School Ready to Learn (Implication of Brain Research)”, Oxford Round Table, Childhood Education, Harris Manchester College, University of Oxford, England, 2014

Research

2005 – 2010 Head Start for Historically Black Colleges and Universities: Department of Children and Families, \$149,000 for five year grant. A total of \$745, 000 awarded to Florida A&M University

Special Recognition

2022	FAMU’s Emerging Leaders Initiative
2022	National Association of Parliamentarians
2022	25 Women You Need to Know in Tallahassee, Florida
2011-2013	Leon County Commission on the Status of Women & Girls

Patty Ball Thomas

2010	Kid Incorporated Board of Director
2009-2010	Outstanding Education Partner Award, Capital Area Community Action Agency
2008 – 2010	Gubernatorial Appointment, Commissioner, Florida Commission on Human Relations
2008 – 2009	Tallahassee Volunteer of the Year in Education (Finalist)
2006 – 2007	FAMU College of Education, Undergraduate Teacher of the Year
2004	Champion for Children Nominee, Kids Incorporate
1998	Distinguished Leadership Award Nominee, Leadership Tallahassee
1997	Academy of Fellows, Distinguished Educator Award, Institute for the Development of Educational Activities

Doctoral Dissertation Committees

“Teacher Stress Related To A High-Stakes Testing Program And Scores Obtained By Second Through Fifth Grade Students” – by Doretha Presley –Benson, 2007, Florida A&M University, Educational Leadership & Human Service

“The Short-Term Qualitative Impact of an Interdisciplinary Arts-Centered Curriculum on Rural At-Risk Middle Schools Students” – by Talicia V. Scriven 2008, Florida State University, School of Visual Arts and Dance

“An Examination of the Differences Between School Achievement Of Title 1 Schools And Parent Perception Of School Climate” – By Irene Y. Gaines 2009, Florida A&M University, Educational Leadership and Human Services

“Georgia Principals’ Success in Leading Elementary and Middle Schools and the Interaction of Emotional Intelligence” – By Evelyn Parker-Henry 2012, Florida A&M University, Educational Leadership and Human Services

“Impact of Parental Educational Involvement on Student Academic Performance: African American Middle School Males” – By Claudette Harrell 2014, Florida A&M University, Educational Leadership and Counseling



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CHILDREN'S SERVICES COUNCIL OF LEON COUNTY**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Dr. Zandra Glenn		Date: 4/25/2023 12:42:51 PM	
Home Address:	3567 Lakeview Dr TALLAHASSEE, FL 32310	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 567-5563	Do you own property in the Tallahassee City Limits?	Yes
Email:	zandraglenn@gmail.com	How many years have you lived in Leon County?	29

(EMPLOYMENT INFORMATION)

Employer:	Financial Transformations, Inc.	Work
Occupation:	Pharmacist Consultant	Address:
Work/Other Phone:		

(OPTIONAL)

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

Race:	Black or African American	Gender:	F	Age:	55
District:	District II	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Mark Hawkins	Name:	Fred Butler
Address:	9912 Stoughton Rd Fairfax, VA 22032	Address:	
Phone:	(703) 851-7263	Phone:	(301) 473-3707

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

Do you know of any circumstances that would result in you having to abstain from voting on the Council due to voting conflicts?
No

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

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

Do you foresee participating in any competitive bid process involving business with the Council to which you are applying, during your time serving on that council? *No*

Members on this Council must file a financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. [Financial Disclosure Information - Ethics](#)

Are you willing to complete a financial disclosure form? *Yes*

All members appointed by the Governor shall have been residents of the county for the previous 24-month period.

Have you lived in Leon County for the past 24 months? *Yes*

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

Signature: *Dr. Zandra Glenn*

The application was electronically sent: 4/25/2023 12:42:51 PM

3567 LAKEVIEW DRIVE. • TALLAHASSEE, FL 32310
PHONE (850)567-5563 • E-MAIL ZANDRAGLENN@GMAIL.COM

ZANDRA MALLORY GLENN

EDUCATION

Florida A&M University
College of Pharmacy and Pharmaceutical Sciences
Tallahassee, FL

Degree: *Doctor of Pharmacy (PharmD)*

- GPA 3.89

PROFESSIONAL EXPERIENCE

Experience Summary

Zandra Glenn is a pharmacy consultant with over 30 years of experience working in pharmacy management, the safety net environment, and Federal programs. Dr. Glenn is an analytical and results-oriented professional with a solid record of success managing multiple projects and generating results to create system changes to impact health care. She has a proven track record and passion for creating and implementing programs and long-term business relationships aimed at improvements in the nation's most pressing health issues. She has a demonstrated ability to work both independently and collaboratively to manage multiple priorities effectively to meet project milestones, goals, and outcomes.

Dr. Glenn has significant experience leading large-scale quality improvement programs. Her experience includes creating learning environments with health staff and sharing her improvement knowledge of existing healthcare industry, trends, practices and the requirements that impact quality.

Dr. Glenn recently served as a faculty co-chair and lead for Action Learning activities for Transforming Clinical Practice Initiative (TCPI) National Development, Management and Improvement Contract which was a CMS initiative designed to support more than 140,000 clinician practices in sharing, adapting and further developing their comprehensive quality improvement strategies. In her role as faculty co-chair, Zandra served as a lead for the Medication Management and Opioid (MMO) Initiative which was designed to mobilize CMS networks into action to address the opioid crisis and utilization of the CDC guidelines and generate results across the CMS Communities of Practices. Zandra also serves as a member of the management team of the Alliance for Integrated Medication Management (AIMM) which is a collaborative path to the triple aim through rapid cycle development of service delivery pathways, using comprehensive medication and population management as a core discipline. Dr Glenn has served as part of the contract management leading improvement work for CMS Partnership for Patients campaign to reduce hospital-acquired conditions by 40 percent and preventable 30-day readmissions by 20 percent.

Her previous experience includes serving as the Senior Patient Safety Consultant for the American Pharmacists Association Federal Contract and as the Collaborative Lead for the Patient Safety and Clinical Pharmacy Services Collaborative. Zandra has provided technical assistance consultation for the Health Resources and Services Administration (HRSA), assisting 340B

covered entities to implement and maintain comprehensive pharmacy services. She has presented numerous presentations at national conferences such as the American Pharmacists Association, the 340B Coalition, Primary Care Association conferences, the Institute of Healthcare Improvement meeting, and many others. She also held the position of Assistant Professor of Pharmacy Practice at Florida A&M University where she taught classes in Physical Assessment and Pharmacology and maintained an Ambulatory Care rotation site at the Bond Community Health Center where she managed and in-house pharmacy. She also has worked extensively with safety-net organizations and has served on a Board of Directors of a local homeless organization and served on the leadership team for “CareNet” to organize a systematic healthcare program for uninsured and underinsured patients of Leon County Florida.

Experiences

February 2023 – Present Financial Transformations, Inc. (FTI)
Senior consultant

February 2022 – February 2023 ATW Health Solutions
Chief Value and Delivery Officer

As the Chief Officer for Program Value and Service Delivery, I serve as a primary leadership partner to the CEO that is responsible for ensuring the achievement of performance targets and strategic initiatives by setting and meeting operational goals that are consistent with the vision of the organization. I directly manage a team of Program Directors, and Program Managers, and have overarching responsibility for contract delivery, business performance, as well managing key relationships with ATW Health Solutions clients.

Project Director - HHS OMH Black Youth Mental Health (2021 – 2022)
ATW provided research technical support for Black Youth Mental Health. This includes literature review, environmental scan, key words summary report, data summary analysis and policy assessment framework design.

September 2015 – January 2022 Financial Transformations, Inc. (FTI)
Senior consultant

Past Projects/Roles:

Empire Health Foundation (2019 – 2022)
Developed health system prototypes to increase community-based care coordination and comprehensive medication management to improve the health of high-risk seniors in crisis situations.
Key disciplines: Strategic Systems Management, Culture Change Campaigns, Leadership Stories/Leadership Development and Speech Acts

End Stage Renal Disease (ESRD) National Coordination Center (NCC) Contract Number HHS - 500-2016-00007C for CMS (2020 – 2021)
Site visited over 30 high performing transplant centers, OPOs and donor hospitals.
Drafted the ESRD TREATMENT CHOICES (ETC) Kidney Transplant Learning Collaborative Change Packages for transplant centers/OPOs and donor hospitals/OPOs

Alliance for Medication Management (AIMM)

Member of AIMM executive management team supporting wide-spread adoption of team-based medication management services into the care of high-risk, high-cost patients suffering from multiple chronic health conditions.

Key disciplines: Coach staffing and development, Program Management, Execution of healthcare collaborative processes and metrics

Transforming Clinical Practice Initiative (TCPI) (March 2017 – Sept. 2019)
National Faculty Co-Chair

Managed the CMS Medication Management and Opioid Affinity Group. Captured best practices across federal programs in generating results in reducing opioid misuse and effective medication management. Provided subject matter expertise to improve the execution and outcomes of the TCPI program.

CMS Transforming Clinical Practice Initiative (TCPI) (September 2015 – September 2019)

Member of the Data Management and Improvement (DMI) contract for the CMS Transforming Clinical Practice Initiative. This project was designed to assist 140,000 clinicians in large-scale health transformation to prepare them for participation in alternative payment models. Lead consultant managing weekly Action Learning Events, strategic campaign design and management of performance of Practice Transformation Networks (PTNs) and Support and Alignment Networks (SANs).

2013 – 2015 *Econometrica, Inc.*

Senior Staff Associate

Project: CMS Medication Therapy Management Program Improvements (2015)

Served on the Medication Therapy Management (MTM) Program Improvements Contract to help improve the delivery of MTM services in Medicare Part D and assure that beneficiaries experience consistent MTM services across plan sponsors, and may also inform revisions to the Part D MTM reporting requirements and development of new Part D MTM measures.

Project: CMS Partnership for Patient's Campaign (2013-2015)

Served as a member of the National Content Developer (NCD) project, part of the Partnership for Patients campaign to reduce hospital-acquired conditions (HACs) by 40 percent and preventable 30-day readmissions by 20 percent by December 2014. Managed weekly pacing events that showcased exemplar Hospital Engagement Networks and hospitals to achieve campaign goals. The pacing events were designed to improve health care quality and effect positive change.

2007 – 2013 *Consultant contractor with the American Pharmacists Association (APhA)*

2011 – 2013 *HRSA's Patient Safety and Clinical Pharmacy Services Collaborative - Co-Director*

Responsibilities

Co-Director responsible for the management and facilitation of the Patient Safety and Clinical Pharmacy Services Collaborative. Provided a national presence and led the direction of community-based teams and the implementation of Clinical Pharmacy Services to improve health outcomes and patient safety measures. Managed collaborative process and national faculty.

2007 – 2011 *Sr. Patient Safety Specialist*

Responsibilities

Assist in the planning and coordination of the HRSA Patient Safety and Clinical Pharmacy Services Collaborative. Provide guidance for teams to implement clinical pharmacy services into their health care systems and to track patient safety and health outcomes measures.

2002 - 2013 *HRSA - Office of Pharmacy Affairs Technical Assistance Pharmacy Consultant*

Responsibilities

1. Promote implementation and utilization of the 340B drug pricing program by eligible entities.
2. Promote the provision of comprehensive pharmacy programs.

2000 – 2006 *Florida A&M University Tallahassee, FL*
College of Pharmacy & Pharmaceutical Sciences

Assistant Professor of Pharmacy Practice

■ Ambulatory Care Rotations at Bond Community Health Center

Responsibilities

1. Establishment of clinical pharmacy programs for Bond Community Health Center.
2. Instructor for Ambulatory Care I and II Clinical Rotations
3. Established and managed a diabetes clinic for newly diagnosed patients with Type 2 diabetes.
4. Mentored 4th year professional students in clinical management of diabetes
5. Contract management for multiple grants

■ Director of FAMU Health Department Pharmacy

Responsibilities

1. Establishment of a new pharmacy
2. Development of policies and procedures, Formulary development and management
3. Inventory control; Budget and fiscal maintenance; Invoicing/Billing
4. Development of Patient Assistance Program for Bond Community Health Center.
5. Development of Pharmaceutical Sliding Fee Program
6. Liaison for Florida A&M University and Bond Community Health Center
7. Staff management

1994 – 2000 *Walgreens Pharmacy Tallahassee, FL*

Pharmacy Manager

Responsibilities

1. Inventory control
2. Staff maintenance/scheduling
3. Generic Utilization control
4. Dispensatory duties
5. Third party reconciliation
6. Adherence to federal and local laws regarding controlled substances
7. Budget maintenance

1994 Walgreens Pharmacy Jacksonville, FL Staff Pharmacist

Responsibilities

1. Accurately fill prescriptions
2. Operate Intercom-plus pharmacy system
3. Adhere to department procedures
4. Technician management

1992 – 1994 Eli Lilly & Company Indianapolis, IN

Medical Information Administrator

Responsibilities

1. Provide medical information to health care professionals regarding Eli-Lilly products
2. Provide medical information for company sales force to distribute to health care professionals.
3. Assist in training for sales force on assigned products.
4. Write medical letters regarding Eli-Lilly products
5. Serve as a “medical expert” for assigned products
6. Work with Marketing Team regarding strategies to sell product

ADDITIONAL PROFESSIONAL ACTIVITIES

2020 – Present Children’s Services Council of Leon County Florida (Governor Appointed)
Council Chair (September 2022 – Present)
Council Vice Chair (2021)
Member (2021)

2020 – Present Florida A&M University College of Pharmacy Apothecary Advisory Board
Member

2001 – 2020 American Pharmacists Association
Member

2001 – 2006 American Association of Colleges of Pharmacy
Member

2001 – 2006 Leon County CareNet Program Tallahassee, FL
Management Council/Pharmacy Ad-hoc Committee Member

1995 – 2000 Florida A&M University Tallahassee, FL
Preceptor for Early Pharmacy Practice Experience

1999 Florida A&M University and the Tallahassee, FL
Centers for Disease Control and Prevention
Completion of *Diabetes Patient Care Training Program: A Culturally Sensitive Approach for Pharmacist*

1998 - 1999	Walgreens Pharmacy <i>Pharmacy Technician Certification Training Instructor</i>	Tallahassee,	FL
1996 – 1997	Florida A&M University <i>Continuing Education Program Instructor - Current Treatments of Asthma</i>	Tallahassee,	FL
1992 – 1993	National Pharmaceutical Association <i>Vice President</i>	Indianapolis,	IN

AWARDS RECEIVED/WORK RECOGNITIONS

2016	CMS Recognition and Appreciation Award for work and impact on the Partnership for Patient's Program
2013	Patient Safety and Clinical Pharmacy Services – Frank Zampiello Memorial Award
2009	PSSC – Public Health Services Recognition
2009	PSSC “Fred” Award – Recognition for Innovative Services
2003	Teacher of the Year Award, Pharmacy Practice, Florida A&M University
2002	Pharmaceutical Care Award, Assoc. of Black Health System Pharmacists
1998	Walgreens Pharmacy Customer Service Award
1992	Smith-Kline Beecham Academic Excellence Award
1992	College of Pharmacy Academic Award – Highest GPA
1991	American Society of Hospital Pharmacist Leadership Award
1991	Rho Chi Pharmaceutical Honor Society
1990	White and Gold Honor Society
1990	Who's Who Among American College Students
1989- 1990	Miss College of Pharmacy – Florida A&M University
1988	White House Sciences Initiative and Student Award

PUBLICATIONS

V.K. Nonavinakere, A.S. Proctor, R.R. Bell, Z.Y. Mallory (Glenn), J.L. Early, “An Acute Intratracheal Selenium Study: Immediate Effects on Respiration in Guinea Pigs.” *Toxicology Letters*, 104 (1999) 231-237.

R.R. Bell, J.L. Early, V.K. Nonavinakere and Z.Y. Mallory (Glenn), "The Effect of Cadmium on Plasma Glucose." *Federal Pharmacology*, 4,4 (1990), 4692.

R.R. Bell, J.L. Early, V.K. Nonavinakere and Z. Mallory (Glenn), "Effect of Cadmium on Blood Glucose Levels in the Rat." *Toxicology Letters*, 54 (1990), 199-205.

M.B. Iszard, M.R.I. Solimon, Z.Y. Mallory (Glenn), J.L. Early, II, "Effect of Acute Selenium and Cadmium Treatment on Plasma Glucose, Insulin and Hepatic Glycogen in Rats." *Federal Pharmacology*, 3,3 (1989), 4639.

V.K. Nonavinakere, J.L. Early, S. Lunan and Z. Mallory (Glenn), "The Effect of Diethylmaleate on Selenium Induced Hyperglycemia." *Federal Pharmacology*, 2 5 (1988), 6646.

Z. Mallory (Glenn), J.L. Early, H.M. McLean and V.K. Nonavinakere, "Adrenalectomy Abates Selenium-Induced Hyperglycemia." *The Toxicologist*, 8, 1 (1988), 912.

R.R. Bell, J.L. Early, V.K. Nonavinakere and Z. Mallory (Glenn), "Effect of Cadmium Treatment in Vivo on Glucose Production From Hepatocytes." *The Toxicologist*, 8, 1 (1988), 67.

R.R. Bell, J.L. Early, V.K. Nonavinakere and Z. Mallory (Glenn), "Effect of Cadmium on Blood Glucose, Liver Glycogen and Glucose-6-Phosphatase Activity." *The Pharmacologist*, 29 (1987), 254.

Glenn, Z. M., Sager, J., and Fortune, M. Implementation of Pharmaceutical Care Services for Indigent Residents of an Underserved Community, *Florida Pharmacy Today*, 14, 2004.

Williams, T., Honeywell, M., Branch, E., Glenn, Z. Ghazvini, P., and King, K. Tadalafil in the treatment of erectile dysfunction. *P&T*, 29(5), 295-303, 2004.

Williams, T., Honeywell, M., Branch, E., Glenn, Z., Close, F. Hydroxyurea in the treatment of Sickle Cell Anemia. *P&T*, 29(1), 25 – 29, 2004

Kirksey, O., Johnson, T., Brown, C., and Glenn, Z. Attitudes of Florida Pharmacists Concerning the use of Emergency Contraception. *Florida Pharmacy Today*, December 2003.

Glenn, ZM., Simmons, ML., West, CP., and Schmidt, AM. Advantages of a Pharmacist-Led Diabetes Education Program. *U.S. Pharmacist*, Vol. 30, No. 11 November 2005.

Dingman, J, Glenn, ZM., and Leal, S. Improving Patient Safety – Improving Lives: A Patient's Story. *Journal of Health Care for the Poor and Underserved*, Vol. 20, No. 1 February 2009.

Glenn, ZM, Mahdavian, SL, and Woodard, TJ. Preparing to Provide MTM Services. *Journal of Pharmacy Practice*, Online 2014,
DOI:10.1177/08971900/4562349
<http://jpp.sagepub.com/cgi/reprint/0897190014562349v1.pdf?ijkey=n2Dawcw82zuryOI&keytype=finite>



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
APPLICATION FOR
CHILDREN'S SERVICES COUNCIL OF LEON COUNTY**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.

Applications will be discarded if no appointment is made after two years.

Name: Mr. Matt McKibbin

Date: 11/14/2022 3:51:55 PM

Home Address: 2796 Palafox Ln
Tallahassee, FL 32312

Home Phone: (850) 766-1132

Email: mmkibbin@yahoo.com

Do you live in Leon County? Yes

Do you live within the City limits? No

Do you own property in Leon County? Yes

Do you own property in the Tallahassee City Limits? Yes

How many years have you lived in Leon County? 25

(EMPLOYMENT INFORMATION)

Employer: Zenwealth Properties / ~~Dreams And Success Homes (DASH)~~

Occupation: Real- Estate / ~~Non-Profit~~

Work/Other

Phone:

Work Address: 3015 Shannon Lakes Dr. N.
3015 Shannon Lakes Dr. N., Suite 302
Tallahassee, FL 32312

(OPTIONAL)

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

Race: White

Gender: M

Age: 50

District: District 4

Disabled? No

(RESUME AND REFERENCES)

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

Name: Joe Davis

Address: 3458 Gardenview Way, Tallahassee, FL 32309

Phone: (850) 933-5906

Name: Lashawn Gordon

Address: 901 Riggins Rd. #825, Tallahassee, FL

Phone: (850) 321-6508

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

Do you know of any circumstances that would result in you having to abstain from voting on the Council due to voting conflicts?
No

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

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

Do you foresee participating in any competitive bid process involving business with the Council to which you are applying, during your time serving on that council? *No*

[Members on this Council must file a financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics](#)

Are you willing to complete a financial disclosure form? *Yes*

[All members appointed by the Governor shall have been residents of the county for the previous 24-month period.](#)

Have you lived in Leon County for the past 24 months? *Yes*

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

Signature: *Mr. Matt McKibbin*

The application was electronically sent: 11/14/2022 3:51:55 PM

Matthew D. McKibbin

(850) 766-1132, mckibbinmatt1@gmail.com, <https://linkedin.com/in/mckibbinmatt>

Summary of Skills and Qualifications

Responsible and entrepreneurial property manager	Innovative strategic planner
Effective at building community relationships	Conscientious budget and financial manager
Strong negotiating, consulting and lobbying background	Committed to economic and social community development

Real Estate and Property Management Experience

Chief Wealth Officer

2013 - present

Zenwealth Properties LLC, Tallahassee, FL

Company started purchasing and managing residential and commercial rental properties in 2013.

Controls over \$2M in assets. Rebranded and formed new business initiatives in 2020.

- Expanding initiatives include providing consulting services for others who are interested in moving into a property management role. Objective is to make clients feel comfortable and confident as they learn and move into a self-sustaining structure.
- All company employees are licensed realtors in Florida.
- Will research available properties and do market analysis to assist in purchase decision-making.
- Can teach clients how to oversee daily operations of all company assets, including marketing properties, making and overseeing repairs, maintaining accounting records, and managing tenant relations.
- Will demonstrate how to use property management software to communicate with tenants. Software allows tenants to have message boards, submit rental payments and repair requests. Provides owner with a way to record service provider and tenant communications.
- Can explain how to network with local business to establish effective working relationships to increase property value and livability for the tenants.
- Can share innovative and cost-effective ways to improve and maintain rental properties. Utilize local resources and community to provide timely and smart ways to meet tenants' needs.

Nonprofit/Social Services Experience

Senior Director of Education

2016 – 2020

PACE Center for Girls, Inc., Jacksonville, FL

PACE has 21 centers in Florida that assist 3000 girls annually who need help getting their life in control.

- Managed a team who implemented educational best practices, protocols, and verified adherence to Florida Educational Standards. 84% of PACE girls improved academic performance.
- Developed and shared innovative ideas to support management team and teachers as they pivoted from in-person to online instructional delivery because of COVID-19. Launched Microsoft Teams platform.
- Served as an educational liaison to school districts, Florida Department of Education, Florida Department of Juvenile Justice, and other partner agencies.

Well-Being Specialist

2014 - 2016

Big Bend Community Based Care, Tallahassee, FL

BBCBC provides case management, adoption, licensed foster care, and independent living services for youth who enter foster care in 12 north Florida counties.

- Managed implementation of three independent living resources for youth aging out of care.
- Coordinated and managed well-being initiatives for 500+ youth in six counties. Achieved average graduation rate of 50% for students graduating from college or trade-schools. (National average for foster-care youth to graduate college is less than 3%.)

Director of Program Services

2006 - 2014

Communities in Schools of Florida, Tallahassee, FL

- Provided oversight for nonprofit state agency with a \$750,000 budget that served 87 sites (schools and community centers) reaching approximately 40,000 students.
- Oversaw the management and implementation of the largest AmeriCorps VISTA project in Florida.
- Successfully networked with Florida legislators and aides to secure additional funding from the State.

Manager / Education Consultant

2004 - 2006

21st Century Community Learning Centers, University of Florida, Tallahassee, FL

- Oversaw nineteen 21st CCLC grantees with a total budget of \$15 million.
- Provided leadership and technical assistance to 318 Florida after-school programs. Technical assistance consisted of program review, SWOT analysis, budget structure and review, counselor trainings, connection to local and state resources, and other various supports.

School Improvement Facilitator

2002 - 2004

Florida Department of Education, Tallahassee, FL

- Conducted school site visits to advise and provide feedback to school principals and district staff on school improvement initiatives.
- Developed and implemented relevant training materials.

Education, Awards and Volunteer Work

- Furman University, BS degree, *Greenville, SC*
- Leadership Tallahassee Class 34 graduate, 2016-2017
- Governor's Sterling Award recipient, 2016
- Six Sigma Certification - Earned yellow and green belt designations.
- Girls on the Run of the Big Bend (GOTRBB) nonprofit volunteer
 - Treasurer, 2020 – present
 - Founding Member, 2012 - 2017

From: [Matt McKibbin](#)
To: [Mary Smach](#)
Subject: Re: FW: CSC Application Received
Date: Friday, April 28, 2023 4:39:20 PM
Attachments: [image005.png](#)

EXTERNAL MESSAGE: Carefully consider before opening attachments or links.

Mary,
Thank for the follow up phone call. Per our conversation the resume is accurate, strike the Dreams And Success Homes under employer.
Yes, I am still interested in being a member of CSC.
Take care,
Matt

On Fri, Apr 28, 2023 at 12:41 PM Mary Smach <SmachM@leoncountyfl.gov> wrote:

Forwarding to your alternate email.



From: Mary Smach <SmachM@leoncountyfl.gov>
Sent: Thursday, April 27, 2023 10:41 AM
To: mmkibbin@yahoo.com
Cc: Nicki Paden <PadenN@leoncountyfl.gov>
Subject: RE: CSC Application Received
Importance: High

Good Morning,

Just circling back to see if you are still interested in being considered for an appointment to the CSC. Please let us know by COB tomorrow, Friday April 28th.

Regards,

Mary



From: Mary Smach <SmachM@leoncountyfl.gov>
Sent: Tuesday, April 25, 2023 9:39 AM
To: mmkibbin@yahoo.com
Cc: Nicki Paden <PadenN@leoncountyfl.gov>
Subject: CSC Application Received

Dear Mr. Matt McKibbin,

The Leon County Board of County Commissioners will be making another nomination for an appointment to the [Children's Services Council of Leon County](#) (CSC). We have your 2022 application on file, and were wondering if you are still interested in being considered for an appointment to the CSC. Please review your application (attached) to see if it is still current and please let us know if you are still interested.

Regards,

Mary Smach



From: Mary Smach <SmachM@leoncountyfl.gov>
Sent: Wednesday, November 16, 2022 11:02 AM
To: mmkibbin@yahoo.com
Subject: CSC Application Received

Dear Matt McKibbin,

Thank you for your interest in serving on a citizen committee. Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community.

We received your application for consideration for a Governor's appointment to the [Children's Services Council](#) of Leon County. We will forward your application to the appropriate personnel and will keep your application on file for a period of two years.

If I can be of any further assistance please feel free to contact me.

Regards,



Mary Smach
Agenda Coordinator
County Administration
[301 S. Monroe St. | Tallahassee, FL 32301](#)
(850) 606-5311 /work | (850) 606-5301 /fax
Smachm@leoncountyfl.gov

People Focused. Performance Driven.

Please note that under Florida's Public Records laws, most written communications to or from County staff or officials regarding County business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



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Take care,
Matt McKibbin
<https://linkedin.com/in/mckibbinmatt>
850-766-1132



LEON COUNTY BOARD OF COUNTY COMMISSIONERS APPLICATION FOR CHILDREN'S SERVICES COUNCIL OF LEON COUNTY

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.

Name: Mrs. Michelle Mercer Miller		Date: 10/11/2022 12:57:01 PM	
Home Address:	4053 Kilmartin Drive Tallahassee, FL 32309	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 545-9284	Do you own property in the Tallahassee City Limits?	Yes
Email:	michelle@mmfitness.com	How many years have you lived in Leon County?	24

(EMPLOYMENT INFORMATION)

Employer:	MM FITNESS LLC	Work Address:	4053 Kilmartin Drive Tallahassee, FL 32309
Occupation:	Business Owner		
Work/Other Phone:	(850) 545-9284		

(OPTIONAL)

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

Race:	White	Gender:	F	Age:	47
District:	District 4	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Carla DeBaldo	Name:	Kim Gassett
Address:	3420 Gardenvue Way Tallahassee Florida 32309	Address:	6328 Bird Dog Pt, Tallahassee Florida 32309
Phone:	(850) 510-3813	Phone:	(850) 894-2500

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

Do you know of any circumstances that would result in you having to abstain from voting on the Council due to voting conflicts?
No

Are you or your employer, or your spouse or child or their employers, currently doing business with the Council to which you are applying for membership? No

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

Do you foresee participating in any competitive bid process involving business with the Council to which you are applying, during your time serving on that council? *No*

[Members on this Council must file a financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics](#)

Are you willing to complete a financial disclosure form? *Yes*

[All members appointed by the Governor shall have been residents of the county for the previous 24-month period.](#)

Have you lived in Leon County for the past 24 months? *Yes*

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

Signature: *Mrs. Michelle Mercer Miller*

The application was electronically sent: 10/11/2022 12:57:01 PM

MICHELLE M. MILLER

4053 Kilmartin Drive | Tallahassee, FL 32309 | 850-545-9284
michelle@mmfitness.com | linkedin.com/in/michelle-miller

Motivational Leadership | Strength & Conditioning | Nutritional Expertise

Award-winning, high-impact health & fitness enthusiast with an unwavering commitment to motivating and empowering individuals to improve health and wellness, maximize workout efficiency, increase stamina, boost self-confidence, and enhance overall quality of life. Deadline-driven with the ability to excel in highly competitive, fast-paced environments. Strong communication, organization, negotiation, and time-management skills with a mindset for raising expectations and the capacity to inspire and motivate others to peak performance. Adept at building/maintaining rapport, relationships, and client trust.

Reputation for integrity, reliability, and professionalism with the attention to detail, tenacity, and drive to produce results above and beyond expectations. Core strengths include:

- | | | |
|-------------------------------|------------------------------|-----------------------------|
| ✓ Leadership & Collaboration | ✓ Staff Coaching/Mentoring | ✓ Creative Problem Solving |
| ✓ Business Operations | ✓ Product/Services Expertise | ✓ Relationship Building |
| ✓ Process Flow & Optimization | ✓ Solution Sales & Marketing | ✓ Dynamic Public Speaker |
| ✓ Computer/Technical Savvy | ✓ Customer Service/Retention | ✓ Quality Control/Assurance |

CAREER SUMMARY

MM Fitness, LLC; Tallahassee, FL *Chief Executive Officer / Founder* 2007 to Present

- Conceived, developed, and launched MM Fitness, an innovative mobile business that delivers personal training right to a client's doorstep, without the pressure and stress of public gyms.
- Work with clients to evaluate fitness levels, establish sustainable goals, monitor progress, and blast through plateaus.
- Expertise throughout a wide range of medical conditions that include cardiac rehabilitation, pregnancy, diabetes, stroke, PVD, COPD, asthma, cancer, hypertension, MS, and joint rehab.
- Spearhead all day-to-day administrative operations that include marketing, training, billing, scheduling, facility and equipment maintenance, and P&L management.
- Total number of client sessions per month average 86 with the majority of clients training 1 to 4 times per week (50% of current clients have been under my fitness guidance for 5+ years).

Premier Health & Fitness Center; Tallahassee, FL *Certified Personal Trainer* 2004 to 2020

- Trained and mentored clients of all ages and fitness levels for prominent 8,000-member fitness center with accountability for assessing physical abilities and capacities; developing personalized training, fitness, weight loss, and nutrition programs; establishing exercise routines and programs targeted to specific fitness and exercise goals; and maximizing results.
- Created, executed, and licensed innovative kid's fitness program focused on strength training.

YMCA, Legends, Trousdale Gymnastics Center; Tallahassee, FL 2000 to 2004

- Trained and taught aerobics classes for people of all ages.

US TRADEMARK: MY FIRST WORKOUT® - Serial #87-901,514

- Designed, procured, branded, and released "My First Workout" program in 2019, a "personal trainer in a box" JUST FOR KIDS filled with 25 years of knowledge and experience as well as all tools necessary to achieve child's physical and mental personal best.
- Skill-based muscle strengthening curriculum comprised of exercise programming and equipment to help children establish sustainable lifestyle habits that will positively influence their lives.
- Recipient of 2 National Parenting Product Awards for innovation, effectiveness, and value.
- Oversee marketing, warehouse coordination, forecasting, budgeting, distribution, manufacturing (China), and customer relations functions.

Michelle M. Miller | Page 2

FORMAL EDUCATION

Liberty University ; Lynchburg, VA <i>Bachelor of Science, Exercise Science & Fitness</i> Summa Cum Laude Dean's List GPA: 3.77 Full Academic Scholarship	1997
Word of Life Bible Institute ; Pottersville, NY Honor's Graduate	1994
Charles G. Finney High School ; Rochester, NY Honors Graduate ACSI Distinguished Christian High School Student Award	1993

PROFESSIONAL TRAINING & CERTIFICATIONS

Athletics and Fitness Association of America (AFAA): Personal Fitness Trainer; Personal Trainer; Aerobics Instructor; Senior Fitness Home Study; Aerobics Choreography; Special Populations Training; Injury Prevention and Exercise Progressions; Telexercise Resistance Training; SCW Sports Nutrition & Body Composition Specialty Certification; Telefitness Internet Software Certification; Yoga & Pilates on the Ball Training; Finding the Right Angle to Remedy Knee Pain; Stress Management; Designing a Self-Myofascial Release Program; Fitness Get Personal; Precision Nutrition: How to Fix a Broken Diet; 10 New BIG Things in Small-Group Training; The Gluteals and Their Link to Low-Back Pain; Beyond Randomness: Exercise Selection Based on Movement Screening; Anatomy: Reconnect with your Spine Muscles; A training Fascia-Research Development in Fibrous Connective Tissue; Trigger Point for Movement: Hip and Shoulder Mobility; Health and Fitness News and Food and Nutrition; Evaluating the Health Risks of Obesity; Transverse-Plane Core Work in Foundational Training; Physiology of Muscle Cramps; Discussing Bone Health with Clients; The Truth About Small Meals and Fasting; Standing Up To Childhood Obesity: How Fitness Pros Can Impact the Future; Public Health Nutrition; FCCU Power Forward Professional Series featuring Kevin O'Leary and Barbara Corcoran

IDEA Health & Fitness Association: Promote Better Behavior with Better Coaching; Creative Circuits-Five Steps to Better Program Design; Guiding Others to Create Their Healthiest, Most Delicious Lives

ACSM: Clinical Exercise Specialist Webinars (4)

State of Florida Woman Business Certification

Women Owned Small Business Certification

National Women's Business Enterprise Certification

WeINGNITE Program (4-week blended learning virtual program)

AWARDS & COMMENDATIONS

Shark Tank Finalist | My First Workout®, FitBee Live Instagram Workouts (India), Endorsed by Cubs Manager David Ross, Orthopedic Surgeon Gary Rolle M.D., & Pediatrician Frank Walker, M.D., My First Workout® kits sold on Zulily, Amazon, Kaplan ELC, CM School Supply

First Place Award "My First Workout-Boy Product" (Baby & Children's Product News) 2022

WBENC Pitch Contest Semi-Finalist (WBENC Florida) 2022

National Parenting Product Award Winner (L.A. Parent) 2019, 2021

2nd Place - Favorite Boy Product (Baby & Children's Product News Magazine) 2020

Product of the Year Award (Creative Child Magazine) 2019, 2020

Mom's Choice Gold Level Award Winner (Mom's Choice Awards) 2019

ORGANIZATIONS & AFFILIATIONS

State of Florida Office of Supplier Diversity, Aerobics & Fitness Association of America (AFAA), IDEA Health & Fitness Association, Women's Business Enterprise National Council (WBENC), Woman-Owned Small Business (WOSB), RangeMe, Better Business Bureau (BBB)

PROFESSIONAL PUBLICATIONS & PRESENTATIONS

My First Workout® featured in multiple magazines, influencer blogs, TV, and podcasts

10 Minutes to a Healthier, Fitter, YOU in 2022!; Southern Scene Magazine, Jan 1, 2022

4 Healthier Ways to Spice Up Your Holidays; Southern Scene Magazine, Nov. 1, 2021

Core for Kids Idea; Fitness Journal; May 13, 2020

Lunch-n-Learn Presentations; How to Manage Stress & Fatigue in the Workplace with EXERCISE! Let's Get PHYSICAL! Principles of Training

Media: WJXT River City Live/News4 Jacksonville; Tallahassee Democrat; Tallahassee Women (2019); Tallahassee Democrat-Children's Week (2019)

COMMUNITY & VOLUNTEER ACTIVITIES

Florida Department of Agriculture-Children's Week; Summer Breakspot Tour 2021; Florida Blue-Member Appreciation Celebration; Senior Strength Classes Champions for Change Fundraiser benefitting Voices for Florida non-profit Hang Tough Foundation; Florida Disabled Outdoor Association; Sportsability 2020; WT Moore Elementary Health & Wellness Fair 2019; Stomp Out Childhood Diabetes; Tallahassee Turkey Trot; Jacksonville Bank & Tallahassee Half Marathons

PROFESSIONAL CONTRIBUTIONS

<https://www.insidehook.com/article/health-and-fitness/does-lifting-weights-stunt-growth>

<https://blog.myfitnesspal.com/your-guide-to-supersets-single-sets-circuits-and-more/>

<https://www.livestrong.com/article/13726271-add-resistance-without-heavier-weights/>

<https://blog.myfitnesspal.com/how-to-build-a-home-guy-on-the-fly/>

<https://blog.myfitnesspal.com/8-no-fail-tips-for-getting-fit-again-after-injury-or-illness/>

<https://lnkd.in/evfEjfw> (Darian Parker Podcast)

<https://ehealthradio.podbean.com/e/the-importance-of-strength-training-for-children>

<https://podcasts.apple.com/us/podcast/building-childrens-fitness-business-for-all-ages-michelle/id1463424353?i=1000447366405>

<https://www.blogtalkradio.com/wordofmomradio/2019/07/25/my-first-workout-founder-michelle-miller-shares-with-dori-decarlo-on-wornradio>

<https://anchor.fm/jayne-marquis/episodes/Michelle-Miller---Empowering-and-Getting-Kids-Fit---My-First-Workout-e15sp7a/a-a-6bdn2n>

<https://podcasts.apple.com/us/podcast/what-age-how-to-start-your-childs-workout-routine/id1555329293953?i=1000511450723> Stevi Richele Podcast for the Modern Mom

<https://www.youtube.com/watch?v=8LQcmOciAKU> Chris Jenke Health in the Real World

<https://www.morninglazziness.com/entrepreneurship/women-entrepreneurs-journey-before-and-after-marriage/>

<https://www.starterstory.com/michelle-miller>

<https://ideamensch.com/michelle-miller/>



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CHILDREN'S SERVICES COUNCIL OF LEON COUNTY**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mrs. Lisa Perry		Date: 4/28/2023 8:23:37 AM	
Home Address:	2801 WADE TRL TALLAHASSEE, FL 32305	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 322-0018	Do you own property in the Tallahassee City Limits?	No
Email:	lisaperry1920@yahoo.com	How many years have you lived in Leon County?	16

(EMPLOYMENT INFORMATION)

Employer:	State of Florida Agency for Healthcare Administration	Work Address:
Occupation:	AHC Administrator	
Work/Other Phone:	(850) 322-0018	

(OPTIONAL)

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

Race:	Black or African American	Gender:	F	Age:	44
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Keantha Moore	Name:	Aisha Howard
Address:	107 E. Madison, Tallahassee FL 32399	Address:	
Phone:	(850) 321-7205	Phone:	(850) 322-3947

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

Do you know of any circumstances that would result in you having to abstain from voting on the Council due to voting conflicts?
No

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

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

Do you foresee participating in any competitive bid process involving business with the Council to which you are applying, during your time serving on that council? *No*

Members on this Council must file a financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. [Financial Disclosure Information - Ethics](#)

Are you willing to complete a financial disclosure form? *Yes*

All members appointed by the Governor shall have been residents of the county for the previous 24-month period.

Have you lived in Leon County for the past 24 months? *Yes*

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

Signature: *Mrs. Lisa Perry*

The application was electronically sent: 4/28/2023 8:23:37 AM

LISA L. PERRY, B.S., CPM, FCCN, FCCM

Tallahassee ♦ FL, 32305 ♦ 850.322.0018 Cell ♦ lisaperry1920@yahoo.com

OBJECTIVE

As a skilled and competent Project Manager, Senior Contract Manager, Contract Negotiator, and Public Manager, I manage challenging positions that cultivate strong leadership skills and promote professional growth and development. Highly motivated, results oriented, Business Process Professional with over 20 years of proven success. I have strong working knowledge of process modeling, data analysis and iterative implementation methodology. Highly trained and tenured professional with extensive experience and knowledge within the project management industry. Specialize in grants, contracts, process improvement and training.

EXPERIENCE

2023-Current Agency for Healthcare Administration Tallahassee, FL

AHC Administrator

- Supervise employees by communicating with, motivating, training, and evaluating employees, and planning and directing employees' work. (authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline subordinate employees or effectively recommend such action).
- Serves as the Department's medicaid liaison with internal and external partners involved in special initiatives. Serves on statewide committees, advisory councils and/or workgroups.
- Coordinates with staff for the preparation and submission of assigned federal and/or state special grant/contract reports. Ensures staff tracks related data and planned outcomes for assigned programs. Conducts bill analysis.
- Maintains deadlines for proposals; assists in the review of proposals for completeness, accuracy, quality and responsiveness, and ensures compliance with procurement and contract management.
- Reviews of proposed changes in laws and regulations to determine what impact they may have on departmental policy.

2022-2023 Department of Economic Opportunity Tallahassee, FL

Grants and Special Initiatives Supervisor

- Supervise employees by communicating with, motivating, training, and evaluating employees, and planning and directing employees' work. (authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline subordinate employees or effectively recommend such action).
- Oversees the bureau's disaster and competitive grant programs as well as special initiatives, and is responsible for the direct supervision of staff engaged in writing and managing grants, conducting research, providing training and technical assistance to Florida's Local Workforce Development Boards (LWDBs), assisting with program development, and managing the day-to-day operations of assigned workforce programs, initiatives and pilot projects.
- Serves as the Department's liaison with internal and external partners involved in special initiatives or populations to facilitate the exchange of information and collaboration across workforce, education, corrections, industry and community-based partners and organizations. Serves on statewide committees, advisory councils and/or workgroups.
- Coordinates with staff for the preparation and submission of assigned federal and/or state special grant/contract reports. Ensures staff tracks related data and planned outcomes for assigned programs, initiatives and pilot projects. Conducts trend analysis.

- Maintains deadlines for proposals; assists in the review of proposals for completeness, accuracy, quality and responsiveness, and ensures compliance with the Notice of Funding Availability or other grant criteria.
- Reviews of proposed changes in laws and regulations to determine what impact they may have on departmental policy as well as assigned programs, initiatives and pilot projects.

2022-2022 Department of Economic Opportunity Tallahassee, FL

Contracts and Compliance Coordinator

- Leads the review of Local Workforce Development Board (LWDB) Related Party Contracts and makes recommendations for approval to the section Administrator. Serves as lead point of contact for assigned contracts with bureau-wide impacts. Also, assists with developing and reviewing procurement documents, tracking deliverables and outcomes, and working with vendors to create plans to implement contract requirements, as appropriate.
- Collaborates with diverse teams, agency partners, internal and external stakeholders and assists in the state-level coordination of the state's Workforce Innovation and Opportunity Act (WIOA) plan, including making recommendations for including state partners for inclusion into the plan.
- Manages and tracks LWDB compliance with state-level agreements (i.e. grantee-subgrantee agreement).
- Provides oversight for, and tracks the Bureau's compliance with, all of the Bureau's management review and external monitoring activities; assists with coordination efforts of federal, state and local entities; manages the review process; ensures the Bureau staff are responsive to program information related to workforce program reviews; ensures that management is kept abreast of review activities and requests; provides reports and periodic updates related to review activities.
- Assists with the Bureau's legislative bill analysis process.
- Prepares management reports in areas of responsibility. Assists the administrator with document reviews, as assigned.

2018- 2022 Agency for Persons with Disabilities Tallahassee, FL

Strategic Planning Analyst (Project Manager)

- Facilitate the development and implementation of the Agency's planning and quality initiatives.
- Collaborate with the State Office and Regional/DDC leadership staff.
- Responsible for the development, communication and deployment of the statewide APD planning processes to include the Strategic Plans, Long Range Program Plans (LRPP)[back-up], annual business plans to accomplish the mission of the Agency.
- Provide direction and guidance to the APD staff.
- Lead the creation, planning and implementation of complex projects.
- Use performance improvement and project management techniques in collaborations with leadership, Regional Operation Managers, and Superintendents to accomplish strategic outcomes that meet stakeholder requirements.
- Responsible for identifying and promulgating best practices throughout the State.
- Responsible for promoting customer-focused innovations into the service delivery system.
- Represent the Agency on various committees, workgroups, and task forces and recommends actions that promote best practices across programs.
- Prepare routine reports that support the delivery of services to APD's population.

- Research topics, write reports, and present analytic findings to members of the APD staff and other stakeholders.
- Routinely assist the Bureau Chief of Planning and Performance and Program Managers with respect to all aspects of Project Management deadlines, objectives, planning and other related duties.
- Develop and provided curriculum training modules for various business units.

2017- 2018 Department of Health Tallahassee, FL

Project Manager

- Oversee the coordination, management, and evaluation of the STD Surveillance Network (SSuN), Sexually Transmitted Disease Programs through Assessment, Assurance, Policy Development, and Prevention Strategies (AAPPS) and the Department of Correction (DOC) 340B projects.
- Work with the STD Surveillance Team to coordinate enhancements to the STD Surveillance system.
- Serve as the primary lead for the enhanced case based grant.
- Provide direction and guidance to the STD SSuN staff.
- Lead the creation, testing, planning and implementation of complex projects for users of the STD Surveillance system.
- Prepare and provide technical guidance on SHIP Objectives and Strategic Planning
- Foster relationships with vendors to obtain information about future collaborations that will strengthen the management of information technology.
- Ensure deliverables are received and provided to external organizations.
- Provide written and oral STD program consultation through analysis, review, and evaluation of STD activities, performance indicators, and relevant areas of STD program management to ensure that all grant guidelines, expectations, and outcomes are met.
- Prepare routine reports that support the delivery of STD services to the State.
- Work independently to research topics, write reports, and present analytic findings to other members of the STD Team and other stakeholders.
- Routinely assist the Section Administrator and Program Managers with respect to all aspects of Project Management deadlines, objectives, planning and other related duties.

2010-2017 Department of Children and Families Tallahassee, FL

Senior Contract Manager

- Managing assigned contracts. Execute new contracts/amendments/1121s.
- Oversee and enforce contracts terms and conditions.
- Function as Team Leader for assigned service teams including scheduling and facilitating meetings, coordinating team efforts with other program office staff to resolve service-related issues as well as developing the service specific template as assigned.
- Monitor/approve contract expenditures, budget revisions, contract invoices for compliance with grant obligations.
- Analyze contract issues related to deliverables, performance measures, and expenditure costs.
- Provide contract analysis to management/providers.
- Maintain/document required contract related activities as required by policies/procedures.

- Provide day-to-day communication with contracted providers to resolve programmatic, performance, expenditures, service delivery, data entry and/or related issues.
- Document provider communication in contract file.
- Conduct annual site visits to ensure service delivery and state/federal compliance.
- Issue/Implement Corrective Action Plans (CAP).
- Provide formal training to providers and staff.
- Arrange/prepare contract negotiations including but not limited to, service tasks, task limits, contract limits, scope of work, deliverables, service units, performance standards, payment methods, line item budgets, and unit rates as necessary and in the best interest of the Department.
- Communicating with stakeholders on a frequent basis and in a professional manner to resolve programmatic performance, expenditures, service delivery, data entry or any other assigned issue. Documenting such communication via email, letter, or telephone log that is maintained in the contract file.
- Administering contract monitoring reports by determining the need for corrective actions based on the monitoring findings, entering the corrective action information in the Contract Evaluation Reporting System (CERS), and approving and providing oversight of the providers' corrective action plan until closure.
- Conducting site visits at least once annually for each assigned contract to ensure service delivery according to section 402.7305 (3) (d), F.S.
- Review/provide constructive recommendations on procurement documents for management review.
- Serve as Lead Negotiator RFPs, ITNs, or similar procurements and complete/participate in procurement related activities within the required time frames such as solicitation conference calls, debriefings, evaluations.
- Delegated when management is on leave.

2009-2010 Division of Emergency Management Tallahassee, FL

Grants Manager

- Provide (lead) written reports requiring input and coordination from multiple sources and staff
- Provide Grant support for regular and initiative projects
- Execute contractual services agreements
- Prepare funding agreements, process reimbursements and monitor plans.
- Conduct quality control reviews of grants/contract management/financial audits.
- Coordinate Special projects (reporting directly to the Unit Planning Managers/Bureau Chief/Deputy Bureau Chief).
- Participate on various committees regarding the 'Business Process' to review, revise, and/or determine policy. -FEMA/NEMIS Liaison
- Compile, Analyze and Maintain financial data through various reporting processes
- Coordinate audit responses and quarterly reports for the Mitigation bureau. – Monitor/Submit to FEMA, quarterly reports (Progress & Financial).
- Coordinate responses to Public Inquiry Requests for the Mitigation Bureau. -Streamline/Audit program processes for maximum efficiency.
- Review submitted applications for project feasibility, implementation strategies and overall project management in conformance with federal criteria.
- Provide technical assistance on hazard mitigation issues to state and local governments as well as subgrantees.

- Work with Consultants assisting with various assignments.
- Provide day-to-day leadership guidance for the mitigation administrative Staff.
- Routinely assist the Mitigation Bureau Chief, Deputy Bureau Chief and Planning Managers with respect to all the Disaster and Non-Disaster Programs and Project Manager related duties.

2008-2009 Division of Emergency Management Tallahassee, FL

Administrative Assistant

- Coordinate and direct office services, such as records and budget preparation, contract management, personnel, and other related duties to aid planning managers, project managers, and engineers.
- Reconcile purchase orders and P-card charges. Handle RTA and TRV vouchers. -Review, prepare and track correspondences such as telephone, email and written correspondence to assist subgrantees and all levels of federal, state, and local governments.
- Assist in the preparation of budgets, budget modifications and budget requests.
- Prepare and maintain records and reports provide recommendations for administrative issues, financial reports, applications and administrative orders.
- File, maintain, arrange for storage, retrieve and reproduce documents, records, and reports.
- Maintain various databases and spreadsheets.
- Review administrative and operating policies and procedures.
- Coordinate and attend meetings, conferences and assist with travel arrangements.
- Assist with preparation of publications.
- Prepare funding notices with the Florida Administrative Weekly and other materials as well. In addition to assisting the HMGP Mitigation Bureau Chief, I assist the Bureau of Mitigation with respect to the Hazard Mitigation Grant Program, National Flood Insurance Program, Flood Mitigation, Pre-Disaster Mitigation Residential Construction.
- Possess knowledge of grants, contract administration and processing via routing, preparing and distributing award letters, contracts, requests for payments and for signature. Assist with monitoring subgrantee compliance with program requirements through review, analysis and processing of financial reconciliations

2008-2008 ACS State Healthcare Solutions Tallahassee, FL

Premium Processing Specialist

- Generate accounting and finance initiatives regarding payment, refunds, credits.
- Prepare account reconciliations.
- Provide customer service, research, and correspondence assistance.
- Maintain state databases and spreadsheets.

***My duties were an extension of my previous employment as it transitioned into a permanent position with this company.*

**2007-2008 Spherion - ACS Florida Medicaid Finance & Banking
Tallahassee, FL**

Financial Support Associate

- Performed dual control system check printing and retrieval from FMMIS and the Financial Management (FM) System.

- Address provider inquiries (missing checks, EFTs, cancelled check requests, etc.).
- Address agency inquiries.
- Coordinated "Special Handling" and "Pulls". -Process bank wires and overnight mail to providers. -Manual check database input as backup
- Process deposits for incoming criminal background investigation/fingerprint card checks and miscellaneous checks for handbooks, forms ect. -Open and disperse incoming mail.
- Process emergency advance payments/Medicare A & B payments/HMO Newborn payments/Disproportionate share payments/Voids/Rejects/Forgeries/Stop Payments
- Provide research on various issues & other duties as assigned.

2001-2007 Village Foundation

Delray Beach, FL

Parent Liaison Manager

- Coordinated volunteer programs for parents and other individuals as assigned for the purpose of assisting in improving parent involvement and enhancing student success.
- Counseled students, staff, parents for the purpose of evaluating situations, solving problems, resolving conflicts, referral to appropriate professionals and enhancing probability of student success in school. Conducted meetings, workshops and committees (e.g. parent-student workshops, educational seminars, department in-service, etc.).
- Conducted home visits as needed and/or assigned for the purpose of enhancing student success, increasing parent/legal guardian understanding and/or ensuring safety of students and/or personnel.
- Prepared reports and written materials (e.g. student progress, contacts with parents, teachers, outside professionals, etc.) for the purpose of communicating information to parents, staff; providing written support, developing recommendations and/or conveying information.
- Provided written translation for newsletters, meetings, etc. for understanding of District and program activities, assisting District staff and enhancing student success.
- Referred students and parents to outside agencies for the purpose of meeting the needs of the students.
- Responded to inquiries from internal and external sources (e.g. other district staff, outside agencies, parents and/or students, etc.).
- Served as liaison to parents/legal guardians and students for the purpose of removing barriers to student success in school.

1999-2007 Building Blocks Professional Cleaning Services Boynton Beach, FL

Office Manager

- Serviced the following administrative duties for four offices in the State of Florida: -A/P (Invoicing approximately 1000 per month) using QuickBooks Pro 2006/2007.
- A/R (Billing, Cash Posting, Collections), Journal Entries, Month End Close.
- Oversee and supervise activities related to payroll, accounts payable, accounts receivable, and related accounting and statistical record keeping.
- Prepare cash disbursements, and research billing discrepancies.
- Facilitated and presented HR training to new and current employees.
- Facilitated and presented training as required by HIPPA for new and current employees.

- Supervised and trained office staff in all areas of accounting and administration, National repository of material safety data sheets and Community Rights to Know Act as well as hazardous chemicals.
- Validate banks to determine debits, credits, and bank wires from previous day. -Prepares reports for management team as needed.
- Reconciled bank statements.
- Process monthly and quarterly tax filings.
- Coordinate with auditors preparing year end audit.
- Human Resources & Payroll (timecards, entry and distribution)
- Analyze and organize office operations such as flow of correspondence, filing, supplies inventory, and other clerical services.

1997-1999 Singer Asset Finance Corporation Boca Raton, FL

Administrative Assistant

- Matched, batched, coded, and distributed invoices to appropriate Project Manager for processing approval.
- Entered approximately 2500 invoices per month for submittal to corporate for payment processing.
- Acted as a liaison between GM and office staff coordinating schedules and activities.
- Communicated and executed deadlines and general information from GM.
- Entered new hires into the timekeeping system; ensured proper business practices were implemented regarding electronic timesheet processing.
- Prepares reports for Controller, General Manager and management team as needed.
- Supervised and trained office staff in all areas of billing and accounting.
- Maintained vendor contact regarding past due invoices.
- Researched invoices.
- Researched and processed journal entries to zero out disputed or inaccurate accounts.

EDUCATION

Florida State University Tallahassee, FL

- Current: Master's in Public Administration (MPA); {Leadership and Strategic Management}

Florida State University Tallahassee, FL

- Bachelor's in Social Sciences (Primary: Public Administration, Secondary: Sociology)

LICENSURE, REGISTRATION, CERTIFICATIONS

Florida Certified Public Manager (CPM)	Florida State University
Notary Public (<i>Commission #GG 302243</i>)	State of Florida
Florida Certified Contract Manager (FCCM) (4942-18051)	State of Florida, DMS
Florida Certified Contract Negotiator (FCCN) (0350-1)	State of Florida, DMS

Six Sigma Yellow Belt (*Certification*)

Florida Sterling Council

Advanced Six Sigma Yellow Belt (*Certification*)

Florida Sterling Council

Six Sigma Green Belt (*Certification*)

Florida Sterling Council

KNOWLEDGE / SKILLS / ABILITIES

-Fluent in American Sign Language

-Advanced in TEAMS & Microsoft Office {Word, Excel, Access, PowerPoint, InfoPath, OneNote, Visio, Outlook, Publisher, 365, SharePoint}

ORGANIZATIONS

Florida Society of Certified Public Managers



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CHILDREN'S SERVICES COUNCIL OF LEON COUNTY**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. John Sheetz		Date: 1/5/2023 7:59:22 PM	
Home Address:	419 E. Pershing Street Tallahassee, FL 32301	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(561) 427-8284	Do you own property in the Tallahassee City Limits?	Yes
Email:	jsheetz@fsu.edu	How many years have you lived in Leon County?	14

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	Work	work from home
Occupation:	Trainer	Address:	
Work/Other Phone:			

(OPTIONAL)

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

Race:	White	Gender:	M	Age:	42
District:	District V	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Jacqueline Barksdale	Name:	Craig Stanley
Address:	1333 Lawndale Road, Tallahassee, FL 32317	Address:	Florida State University College of Social Work University Center, Building C Tallahassee, FL 32304
Phone:	(850) 879-0848	Phone:	(850) 228-4635

Resume Uploaded? Yes

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

I am applying to this committee for a second time. I think that my experience is very applicable to the work of the committee and I believe that prevention based interventions are the hardest to prove but the most necessary for real societal change. I would like to serve my community in this way.

(COMMITTEE QUESTIONNAIRE)

Do you know of any circumstances that would result in you having to abstain from voting on the Council due to voting conflicts?
No

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

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

Do you foresee participating in any competitive bid process involving business with the Council to which you are applying, during your time serving on that council? **No**

Members on this Council must file a financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. [Financial Disclosure Information - Ethics](#)

Are you willing to complete a financial disclosure form? **Yes**

All members appointed by the Governor shall have been residents of the county for the previous 24-month period.

Have you lived in Leon County for the past 24 months? **Yes**

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

Signature: *Mr. John Sheetz*

The application was electronically sent: 1/5/2023 7:59:22 PM

JOHN J. SHEETZ

419 East Pershing Street, Tallahassee, Florida 32301
jsheetz@fsu.edu • 561-427-8284

EDUCATION

Florida State University, Tallahassee, Florida

Master's Degree: Social Work, 3.96 GPA, May 2012

Certificates: Disaster Recovery, Child Welfare

Bachelor of Science: Hospitality Administration, College of Business, 3.89 GPA, May 2003

Bachelor of Arts: International Affairs, College of Social Sciences, May 2003

WORK EXPERIENCE

Researcher, Florida Institute for Child Welfare

May 2022 – Present

FSU College of Social Work

Duties: Serve on Academic Innovation's lead Project WakeUp Leadership Team; facilitate the Inter Professional Workgroup between Law, Nursing, Education, Medicine, Psychology, and Criminology. Serve as inaugural Virtual Engagement and Learning Coach for the Strengths, Trauma and Resilience Studies (STARS) professional development course, under the ALIGN initiative.

Training Consultant, Center for Behavioral Health Integration

January 2017 – May 2022

FSU College of Medicine; off-site in Marianna, Panama City, Tallahassee, Ocala, Melbourne

Duties: Conducted core training for new Dependency Case Managers and Licensing Specialists through a grant with Big Bend Community Based Care. Conducted enhanced Reflective Supervision, Substance Use and Mental Health training for Child Protective Investigators and supervisors through a grant with the Florida Department of Children and Families. Created curriculum on changing adult behavior and advocacy through a grant with the Guardian ad-Litem program of Florida; trained all Child Advocate Managers statewide in a small-group, virtual format in October and November 2020.

Tour Leader, BACKROADS

May 2007 – March 2020

Trip Expert, The Everglades and Florida Keys

November 2013 – December 2018

Florida, Italy, Czech Republic, Austria, Slovakia, Croatia, Eastern USA, Thailand, and New Zealand

Duties: Designed and managed luxury multi-sport trip in Florida; advised sales team; lead luxury biking tours, which included: planning menus, buying and preparing food, translating excursions, maintaining bicycles, leading bike routes, supporting bike routes, solving logistical problems, dealing with customer concerns, serving as a cultural, culinary, and historical interpreter, and handling all expenses.

Training and Licensing Consultant, Camelot Community Cares

October 2017 – December 2019

Duties: Conducted initial training for new therapeutic foster parents; Rolled out evidence-based Together Facing the Challenge Training for staff and existing foster parents; completed license renewal applications for existing foster parents.

Training and Licensing Consultant,

June 2018 – July 2019

formerly **Big Bend Community Based Care**, now NWF Health

Duties: Conducted initial training for new foster parents; created and rolled out enhanced training for foster parents; oversaw mentoring program; provided therapeutic intervention and consultation to traditional foster parents; as a team, completed initial and renewal license applications for traditional foster parents.

Training Consultant, St. Dominic's Children's Home, Trinidad

April – September 2018

Duties: Created curriculum for adult learners of varying background and responsibility, based on feedback and collaboration with agency staff; provided 4 days of in person instruction.

Training and Licensing Specialist, FFS, Boys Town

April 2013 – November 2016

Clinical Therapeutic Consultant, Foster Family Services

(interim) June 2015 – September 2015

Duties: Worked with therapists and director to meet the needs of children 2-18 in the foster care system. As Specialist, conducted therapeutic foster parent trainings. Recruited participants from the community through a variety of marketing means, including social media, print media, radio, events and billboards. Managed the licensing process for new applicants and 25 therapeutically licensed homes. Conducted bi-monthly in-service training for licensed foster parents, which includes dinner and childcare. Conducted policy and licensing performance reviews. Created development plans and conducted re-training for licensed parents. Worked collaboratively inter-agency to provide training and support for local foster parents.

*Intern, **Refugee Social Services**, Catholic Charities* January 2011-April 2011
Duties: Conducted case management, community outreach, and presentation development; trained and mentored clients; expanded resource systems; developed community partnerships.

*Graduate Assistant, **Intercultural Programs*** August 2011- May 2012
Center for Global Engagement, Florida State University
Duties: Developed and managed programs for domestic and international student interaction; marketed programs, student groups, and exchanges; coordinated short-term exchange student programs.

*Youth Development Volunteer, **Peace Corps**, Drohobych, Ukraine* February 2005 - April 2007
Duties: Conducted youth programming through regular classes and after school activities on the topics of "Healthy Lifestyles, Recreation, Ecology, Economy, Entrepreneurship, Information Technology, and Civics" as outlined by the Ukrainian government; taught youth, age 10 to 25, in English and Ukrainian. Provided care full time at an orphanage for disadvantaged youth for 10 months of 2008 and 2009. Advised on disciplinary and development issues; coordinated youth programming.

*Assistant Dining Room Manager, **The Historic Ahwahnee Hotel*** May – December 2004
Delaware North Companies Parks and Resorts at Yosemite National Park
Duties: Oversaw 300 seat restaurant, bar, room service, and special function for evening service (\$10 million annual revenue); trained new management.

VOLUNTEER EXPERIENCE

*Founding Member, **Optimist Club of Tallahassee***, June 2015 – March 2019.
*Reading Pal, **United Way** and Leon County Schools, Tallahassee, Florida.* Sept. 2013 – May 2018.
*Participant, **Whole Child Leon** (County),* February 2011 – April 2012; April 2013 – November 2014; Dec 2016 – July 2019.
*Member, **Big Bend CBC Quality Parenting Initiative**,* September 2013 – June 2018; Conducted trainings at Super Saturday and at meetings on Grief, Parenting Children with Sexual Abuse History, Nutrition and Wellness, Positive Parenting; coordinated child care for events.
*Member, **Big Bend Coalition Against Human Trafficking**,* 2014-2017.
*Computer literacy teacher, **El Sol Labor Center**, Jupiter, Florida.* October 2009 – April 2010
*Leader, **Boy Scouts of America**, Palm Beach Gardens, Florida.* 1998-Spring 2003
Eagle Scout, October 1997; *Assistant Scoutmaster* of 2001 National Jamboree Troop 1702;
Camping Promotions Chairman, 1999 - published state wide camping resource; proceeds of additional sales went to a campership scholarship fund.

CERTIFICATIONS, AWARDS, & SKILLS

Certifications: Certified Florida Child Welfare Professional; Big Bend Quality Parenting (QPT) Trainer; Boys Town Therapeutic Foster Parent trainer; Together Facing the Challenge trainer (therapeutic foster care service model); Pressley Ridge trainer (therapeutic foster care initial training)
Licenses: Level II Foster Parent
Awards: 2012 FSU Global Citizen Award; 2010 FSU Teaching Fellowship; April 2010 El Sol Volunteer of the Month; Fall 2004 Ahwahnee Manager of the Quarter; 1999 Community Involvement Pathfinder, Palm Beach and Martin Counties
Languages: Fluent Ukrainian; Novice Spanish



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
CHILDREN'S SERVICES COUNCIL OF LEON COUNTY**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mrs. Amanda Leigh Valter		Date: 1/5/2023 8:47:06 PM	
Home Address:	438 Groveland Hills Dr Tallahassee, FL 32317	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 631-0336	Do you own property in the Tallahassee City Limits?	No
Email:	amandalvalter@gmail.com	How many years have you lived in Leon County?	28

(EMPLOYMENT INFORMATION)

Employer:	Office of the Public Defender, 2nd Judicial Circuit	Work Address:
Occupation:	Legal Trainee	
Work/Other Phone:		

(OPTIONAL)

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

Race:	Black or African American	Gender:	F	Age:	29
District:	District II	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Lawrence Krieger	Name:
Address:	425 W. Jefferson Street Tallahassee, FL 32306-1601	Address:
Phone:	(850) 644-7262	Phone:

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

Do you know of any circumstances that would result in you having to abstain from voting on the Council due to voting conflicts?
No

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

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

Do you foresee participating in any competitive bid process involving business with the Council to which you are applying, during your time serving on that council? *No*

Members on this Council must file a financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. [Financial Disclosure Information - Ethics](#)

Are you willing to complete a financial disclosure form? *Yes*

All members appointed by the Governor shall have been residents of the county for the previous 24-month period.

Have you lived in Leon County for the past 24 months? *Yes*

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

Signature: *Mrs. Amanda Leigh Valter*

The application was electronically sent: 1/5/2023 8:47:06 PM

Amanda Valter

438 Groveland Hills Drive • Tallahassee, FL 32317 • amandalvalter@gmail.com • (850) 631-0336

EDUCATION

Florida State University College of Law

Juris Doctor Candidate, December 2022

Member of: Phi Alpha Delta, Public Interest Law Students Association, Non-Traditional Students Association
Lexis+ Proficiency Certified

Brigham Young University-Idaho

Bachelor of Science in Economics, July 2015

PROFESSIONAL EXPERIENCE

Office of the Public Defender, 2nd Judicial Circuit of Florida

Certified Legal Intern

Interviewing and advising clients, negotiating plea offers, researching and drafting pre-trial motions, reviewing discovery, representing clients in court

May 2022 – Present

Tallahassee, FL

Amanda Valter Photography

Owner/Photographer

Providing clients with family, newborn, and wedding photography services

April 2018 – Present

Tallahassee, FL

Printy & Printy, P.A.

Law Clerk

Drafted pleadings and motions, communicated with clients, drafted discovery requests and responses to discovery

July 2021 – April 2022

Tallahassee, FL

FSU Law Juris Master Program

Teaching Assistant

Advised students on topics in employment law and insurance contracts, submitted feedback on class assignments

May 2021 – October 2021

FSU Law Public Interest Law Center

Clinical Student Advocate

Drafted court documents, arranged services for clients, communicated with clients, represented clients in dependency hearings

May 2021 – July 2021

Tallahassee, FL

Florida Department of Children and Families

Abuse Counselor

Assessed calls for abuse or neglect, sent reports of abuse or neglect to local investigations offices, referred callers to other organizations to meet their needs, consistently met performance standards and received high performance evaluations

October 2016 – July 2018

Tallahassee, FL

Charles W. Kent, MD

Medical Receptionist

Checked patients in and out, scheduled patient appointments, answered multi-line telephone, maintained day-to-day activities of the office, verified insurance benefits, compiled and sent patient records upon request

August 2015 – October 2016

Tallahassee, FL

BYU-Idaho Department of Nursing

Student Secretary

Served as lead student secretary for one semester, supervised four other secretaries, scheduled meetings, entered program applicant information, assisted on faculty projects, kept minutes for faculty meetings, synthesized an updated student secretary training manual

March 2013 – June 2014, January 2015 – July 2015

Rexburg, ID

Chick-fil-A

Team Member

Provided excellent customer service each day, managed money, ensured food quality and presentation, kept a clean work environment

October 2010 – August 2012, July 2014 – December 2014

Tallahassee, FL

United States Senator Mike Crapo

Intern

Communicated with constituents face-to-face and over the phone, submitted constituent requests and complaints to the appropriate department, performed research on active issues, developed slideshow

January 2013 – April 2013

Idaho Falls, ID

presentation about the senator's work to be given at school or other speaking presentations, executed basic office duties

COMMUNITY INVOLVMENT

Office of Criminal Conflict and Regional Civil Council

Intern

September 2021 – October 2021

Tallahassee, FL

Researched case law, drafted motions, interviewed clients

Florida Guardian ad Litem, Second Judicial Circuit

Volunteer Guardian ad Litem

June 2019 – October 2021

Tallahassee, FL

Visited assigned children in out of home placement each month to ensure their needs are being met, made recommendations for the child's best interest to the circuit judge, attended court hearings and case staffings, communicated with parents, guardians, and teachers to gather relevant information on the child's wellbeing

BYU-Idaho Humanitarian Service Organization

Volunteer

January 2014 – July 2015

Rexburg, ID

Supervised volunteers for one semester and organized service events, completed multiple service projects with Habitat for Humanity to construct and repair homes, worked with the Orphanage Support Services Organization on craft projects to send to orphans, volunteered with the Rexburg Family Crisis Center to organize food and supplies

From: [Amanda Valter](#)
To: [Mary Smach](#)
Cc: [Nicki Paden](#)
Subject: Re: CSC Application
Date: Tuesday, April 25, 2023 10:43:45 PM

EXTERNAL MESSAGE: Carefully consider before opening attachments or links.

Hi Mary,

I am still interested in being considered. All of my information should be the same except that my position is now Assistant Public Defender.

Best
Amanda

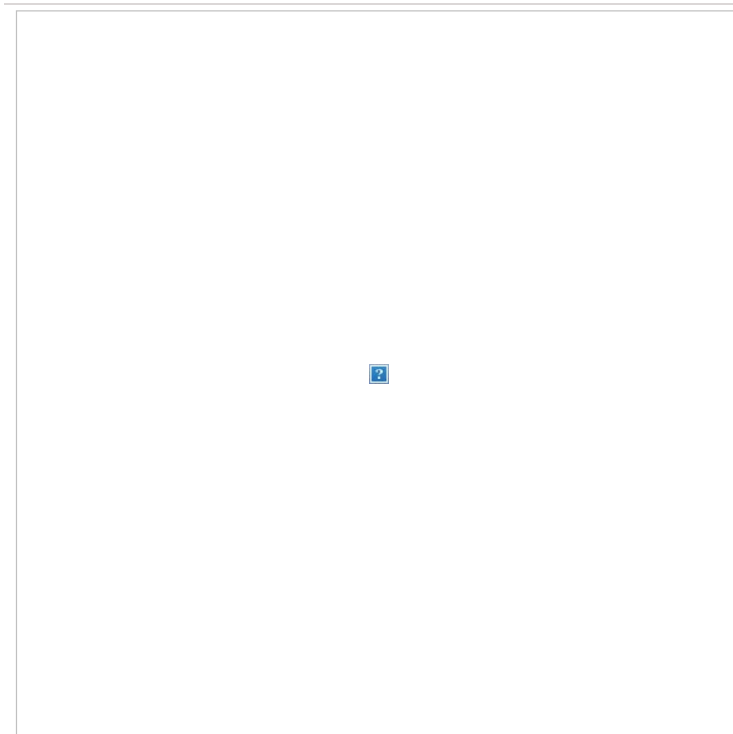
On Tue, Apr 25, 2023, 9:51 AM Mary Smach <SmachM@leoncountyfl.gov> wrote:

Dear Mrs. Amanda Valter,

The Leon County Board of County Commissioners will be making another nomination for an appointment to the [Children's Services Council of Leon County](#) (CSC). We have your application on file, and were wondering if you are still interested in being considered for an appointment to the CSC. Please review your application (attached) to see if it is still current and please let us know if you are still interested.

Regards,

Mary Smach



From: Mary Smach <SmachM@leoncountyfl.gov>
Sent: Saturday, January 7, 2023 10:06 AM
To: amandalvalter@gmail.com
Subject: CSC Application Received

Dear Amanda Valter,

Thank you for your interest in serving on a citizen committee. Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community.

We received your application for consideration for a Governor's appointment to the [Children's Services Council](#) of Leon County. We will forward your application to the appropriate personnel and will keep your application on file for a period of two years.

If I can be of any further assistance please feel free to contact me.

Regards,



Mary Smach

Agenda Coordinator
County Administration
301 S. Monroe St. | Tallahassee, FL 32301
(850) 606-5311 /work | (850) 606-5301 /fax
Smachm@leoncountyfl.gov

People Focused. Performance Driven.

Please note that under Florida's Public Records laws, most written communications to or from County staff or officials regarding County business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.



Leon County Board of County Commissioners

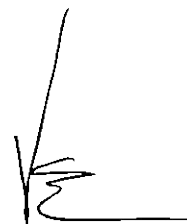
Agenda Item #23

January 24, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Nominations to the Governor for Appointment to the Children's Services Council of Leon County



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

Statement of Issue:

This item seeks Board nominations to the Governor for appointments to the Children's Services Council of Leon County due to expiration of terms of Paul Mitchell and Carmen Conner on March 31, 2023.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Nominate seven (7) citizens to the Governor for appointment to the two (2) seats on the Children's Services Council of Leon County. The eligible applicants are listed in Attachment #1.

Title: Nominations to the Governor for Appointment to the Children's Services Council of Leon County
January 24, 2023
Page 2

Report and Discussion

Background:

This item seeks Board nominations for two gubernatorial appointments to the Children's Services Council (CSC) of Leon County due to expiration of terms of Paul Mitchell and Carmen Conner on March 31, 2023. Both current members are eligible for reappointment. Per Florida Statutes, the Board is required to submit to the Governor at least three (3) recommendations for each gubernatorial appointment vacancy, after soliciting nominations from the public.

The County received a total of fourteen (14) eligible applications for the Board's consideration, which are included as Attachment #1 to this item. This item recommends that at the January 24, 2023 meeting, each Commissioner nominate one citizen from the eligible list of candidates (Attachment #1) for a total of seven (7) applicants to be nominated by the Board.

On June 19, 2018, the Board adopted Ordinance No. 18-13 (Attachment #2) thereby placing a referendum to establish an independent CSC on the 2020 General Election ballot. During the November 2020 General Election, over 65% of the electorate voted in favor of establishing a CSC to provide children with early learning and reading skills, development, treatment, preventative, and other children's services in Leon County. The CSC generates funding for these children's services by annually levying ad valorem taxes, not exceeding the maximum millage rate of one-half (1/2) mill. The CSC is not a citizen committee or division of Leon County Government, and has independent oversight and accountability as required by law. Per Section 125.901, Florida Statutes, and County Ordinance No. 2018-13, the CSC consists of ten (10) members, including:

- The superintendent of schools;
- A school board member as appointed by the Leon County School Board;
- The Department of Children and Families District Administrator, or his or her designee;
- A judge assigned to juvenile cases as appointed by the chief judge;
- A county commissioner as appointed by the Board of County Commissioners; and
- Five (5) members appointed by the Governor from candidates nominated by the Board of County Commissioners to serve a four-year term.

Per Florida Statutes, the Board is required to submit to the Governor at least three (3) recommendations for each gubernatorial appointment vacancy, after soliciting nominations from the public. The Governor then has 45 days to make appointments or request a new list of candidates. On November 17, 2020, the Board approved a proposed process for soliciting and selecting citizen applications for the five (5) initial gubernatorial appointment to the CSC. Following the Board's nomination of 15 applicants for consideration, as approved on January 26, 2021, the following applicants were appointed by the Governor to the CSC:

Title: Nominations to the Governor for Appointment to the Children's Services Council of Leon County
January 24, 2023
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Table #1: Governor Appointees to the Children's Services Council of Leon County

	Member	Term Length	Term Expiration	Race	Gender
Seat #1	Zandra Glenn	Four-Year Term	03/31/2025	Black	Female
Seat #2	Paul Mitchell	Two-Year Term*	03/31/2023	White	Male
Seat #3	Mark O'Bryant	Four-Year Term	03/31/2025	White	Male
Seat #4	Carmen Conner	Two-Year Term*	03/31/2023	Black	Female
Seat #5	Liza McFadden	Four-Year Term	03/31/2025	White	Female

* Two-year term for the initial appointment only. All subsequent appointments to Seat #2 and #4 will be for four-year terms.

Each of the five (5) gubernatorial appointees were randomly assigned a seat number and corresponding term length as reflected in the table above. As noted previously, gubernatorial appointees to the CSC serve four-year terms; however, Florida Statutes requires the term lengths of initial appointees to be staggered. To fulfill this requirement, the Board approved term lengths of two (2) years for the initial appointments to Seat #2 and Seat #4 on the CSC. Following the completion of the initial two-year term for Seat #2 and #4, all future appointments to the CSC will serve four-year terms. As reflected in Table #1, the terms of Paul Mitchell (Seat #2) and Carmen Conner (Seat #4) will expire on March 31, 2023.

Analysis:

On March 19, 2021, Governor DeSantis announced the appointment of five citizens to the CSC of Leon County, with each appointee randomly assigned a seat number and corresponding term length. While gubernatorial appointees to the CSC serve four-year terms, as noted previously, two of the five initial appointments (Seat #2 and #4) were for two-year terms to allow for staggered terms. Accordingly, the terms of Paul Mitchell (Seat #2) and Carmen Conner (Seat #4) will expire on March 31, 2023. It should be noted that there is no statutory limit to the number of terms an individual may serve on a CSC; therefore, both applicants will be eligible to apply for reappointment. The following analysis provides an overview of the eligibility and composition criteria for CSC appointments, as well as the County's process for soliciting applications and nominating eligible applicants for appointment by the Governor.

Eligibility and Composition Requirements

As detailed previously, the CSC consists of ten members, five of which are appointed by the Governor from candidates nominated by the Board. The eligibility criteria for the gubernatorial appointments are outlined in both Florida Statutes and the County Ordinance. These criteria include the requirement that nominees have been residents of Leon County for the previous 24-month period and are willing to submit an annual Statement of Financial Interests Form. Florida

Title: Nominations to the Governor for Appointment to the Children's Services Council of Leon County
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Statutes also require that gubernatorial appointments are representative of the demographic diversity of the County's population.

Application & Nomination Process:

To fill these gubernatorial appointments, the Board is required by Florida Statutes to submit to the Governor at least three (3) recommendations for each of the two (2) vacancies (a minimum total of 6 candidates), after soliciting nominations from the public. The Governor then has 45 days to make appointments or request a new list of candidates.

In October 2022, the County began soliciting applications for the two (2) gubernatorial appointments. To ensure applications were received from a diverse group of eligible residents, all the County's available print, radio, television, digital, and social media resources were utilized to announce the upcoming vacancies. To apply for these vacancies, interested residents completed the County's online citizen committee application form, which included questions to confirm that applicants meet the eligibility criteria regarding residency and filing financial disclosure forms annually. As part of the application, applicants were asked to attach a resume or provide a brief explanation of how their skills, experience, or educational background will contribute to the CSC of Leon County. Additionally, the application form includes the County's standard diversity section which collects information regarding applicants' race/ethnicity, gender, age, disability status, and place of residence in Leon County. This information has been compiled to assist the Board in ensuring the slate of nominees is representative of the demographic diversity of the County's population. Residents had until January 6, 2023 to submit their application online. The eligible applications are included for the Board's consideration as Attachments #1.

The County received a total of fourteen (14) eligible applications for the Board's consideration as listed in Table #2. Attachment #1 includes details on each applicant and their individual applications.

Table #2. CSC Applicants

	Name	Race	Gender
1	Ball Thomas, Patty	Black	Female
2	Cobb, Wallisa	Black	Female
3	Gagne, Stephen	White	Male
4	Jenkins, Keshia	Black	Female
5	McKibbin, Matt	White	Male
6	Miller, Michelle	White	Female
7	Mitchell, Richard Paul*	White	Male
8	Parker, Daniel	White	Male
9	Schack, Bill	White	Male
10	Sheetz, John	White	Male
11	Thompson, Lisa	Black	Female
12	Valter, Amanda	Black	Female
13	Whitehead, Eric	Black	Male
14	Williams, Brenda	Black	Female

* Applicant seeking reappointment

Title: Nominations to the Governor for Appointment to the Children's Services Council of Leon County
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In order to narrow down the pool of applicants that will be submitted for the Governor's consideration, it is recommended that each Commissioner nominate one (1) applicant for a total of seven (7) applicants to be nominated by the Board. To accomplish this during the January 26th meeting, it is recommended that the Chairman nominates one applicant then repeating the process with each Commissioner selecting an applicant from the remaining applicant pool. This process will allow for each Commissioner to submit one applicant, for a total of seven applicants, for consideration by the Governor.

Next Steps

Following the Board's selection, the County Administrator will send a letter to the Governor and the Governor's Appointments Office with the list of seven (7) nominees to be considered for appointment to the CSC of Leon County. All the candidates will be notified of their nomination and directed to complete two additional online forms as required by the Governor's Appointments Office. In accordance with Florida Statutes, the Governor then has 45 days to make appointments or request a new list of candidates.

Options:

1. Nominate 7 citizens to the Governor for appointment to the two (2) seats on the Children's Services Council of Leon County. The eligible applicants are listed in Attachment #1.
2. Board direction.

Recommendation:

Option #1

Attachments:

1. List of eligible CSC applicants and applications
2. Ordinance No. 18-1

Leon County
Board of County Commissioners
Notes for Agenda Item #23

Leon County Board of County Commissioners

Agenda Item #23

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Minority Women & Small Business Enterprise Citizen Advisory Committee, and the Value Adjustment Board

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

Statement of Issue:

This item seeks the full Board's consideration of the appointment of citizens to the Advisory Committee for Quality Growth, the Minority Women & Small Business Enterprise Citizen Advisory Committee, and the Value Adjustment Board.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

- Option #1: Reappoint three citizens, Jackie Wilson, Sean Friend and Jeff Blair to the Advisory Committee for Quality Growth for three-year terms ending May 31, 2026.
- Option #2: Appoint two citizens to the Resident seats on the Advisory Committee for Quality Growth for a three-year term ending May 31, 2026. The eligible applicants are: Lateefah Muhammad, Patrick O'Bryant, Jerry Hosey, James McAllister and Gregory Turner.
- Option #3: Appoint two citizens to the Tallahassee-Leon County Minority, Women & Small Business Enterprise Citizen Advisory Committee for two-year terms ending April 30, 2025. The eligible applicants are: Lanisha Thornton, Danielle Andrews, Jean Raymond Calixte and Eddie Gonzalez Loumiet.
- Option #4: Appoint one citizen to the Value Adjustment Board for a two-year term ending April 30, 2025. The eligible applicants are: Gregory Cowan and Parker DeWitt

Report and Discussion

Background:

Pursuant to Policy No. 03-15, "Board-Appointed Citizen Committees", a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

Analysis:

Advisory Committee for Quality Growth (ACQG)

Purpose: The Advisory Committee for Quality Growth serves as a standing advisory committee made up of development industry professionals and community stakeholders to provide continuous feedback and guidance to the Department of Development Support and Environmental Management (DSEM) on process improvements, service enhancements, and regulatory policies which support the highest quality growth and development attainable for our community. The ACQG is staffed by the Chief Development Resources Officer and charged with providing feedback and input on the overall customer experience at DSEM including proposed process improvements, customer service and desired regulatory enhancements. The responsibilities of the ACQG place a great emphasis on proactive input and feedback for all development review and approval matters.

Composition: The ACQG has sixteen (16) members appointed by the full Board: nine (9) are nominated by local organizations/associations and the remaining seven (7) do not require a nomination. The members serve three-year terms. The eligibility for each seat is as follows:

- Seat 1: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Building Industry Association of the Big Bend (formerly the Tallahassee Builders Association).
- Seat 2: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Big Bend Contractors Association.
- Seat 3: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the National Association of Women in Construction.
- Seat 4: a person who is engaged in providing construction development, planning or environmental-related services, nominated by the Associated Builders and Contractors of North Florida.
- Seat 5: a person who is employed by the university or local school system, no nomination required.
- Seat 6: a person who serves on a neighborhood association board or represents a neighborhood-based organization, nominated by the Council of Neighborhood Associations.
- Seats 7 & 8: persons employed by or who represents, a community-based, environment-related organization, no nomination required.

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Minority Women & Small Business Enterprise Citizen Advisory Committee, and the Value Adjustment Board

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- Seats 9, 10 & 11: residents of Leon County, no nomination required.
- Seat 12: a person who represents a business association or organization, nominated by the Greater Tallahassee Chamber of Commerce.
- Seat 13: a person who represents a business association or organization, nominated by the Big Bend Minority Chamber of Commerce.
- Seat 14: a person who represents a business association or organization, nominated by the Network of Entrepreneurs & Business Advocates.
- Seat 15: a person who represents a business association or organization, nominated by the Capital City Chamber of Commerce.
- Seat 16: an archaeologist, no nomination required.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
16	1	Male - 12 Female - 3	White - 9 Black - 6

Vacancies: The terms of the following 5 ACQG members expire on May 31, 2023: Jackie Wilson, Sean Friend, Jeff Blair, Lateefah Muhammad, and Patrick O'Bryant; all of whom are seeking reappointment. Their attendance records are included in their application attachments listed in Table #1. All eligible applicants are listed in Table #1.

Table #1. Advisory Committee for Quality Growth

Vacancy / Category <i>Term Status</i>	Term Expiration	Eligible Applicant (Application Attachment #)	Gender - Race	Recommended Action
Seat #3 – National Association of Women in Construction nominee				
Jackie Wilson <i>Served two full term Seeking reappointment</i>	5/31/2023	1. Jackie Wilson	Female - White	Reappoint one eligible applicant for a three-year term ending May 31, 2026.
Seat #5 – person who is employed by a university or local school system				
Sean Friend <i>Served one term Seeking reappointment</i>	5/31/2023	2. Sean Friend	Male - White	Reappoint one eligible applicant for a three-year term ending May 31, 2026.
Seat #7 – person who is employed by, or represents, a community-based, environment-related organization				
Jeff Blair <i>Served one term Seeking reappointment</i>	5/31/2023	3. Jeff Blair	Male – White	Reappoint one eligible applicant for a three-year term ending May 31, 2026.

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Minority Women & Small Business Enterprise Citizen Advisory Committee, and the Value Adjustment Board

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Vacancy / Category <i>Term Status</i>	Term Expiration	Eligible Applicant (Application Attachment #)	Gender - Race	Recommended Action
Seats #9 and #11 - Resident				
Lateefah Muhammad <i>Served one term Seeking reappointment</i>	5/31/2023	4. Lateefah Muhammad	Female – Black	Appoint two eligible applicants for a three-year term ending May 31, 2026.
		5. Patrick O’Bryant	Male – White	
Patrick O’Bryant <i>Served one term Seeking reappointment</i>	5/31/2023	6. Jerry Hosey	Male – White	
		7. James McAllister	Male – White	
		8. Gregory Turner	Male – Black	

Minority, Women, and Small Business Enterprise Citizen Advisory Committee

In 2017, the Board of County Commissioners and the Tallahassee City Commission approved consolidating the County and City Advisory Committees for the respective MWSBE Programs into one single committee for improved efficiency and support, under the Tallahassee-Leon County MWSBE Division of the Office of Economic Vitality, and established the joint Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee (MWSBE CAC).

Purpose: The MWSBE CAC monitors the progress of the MWSBE program and is responsible for reviewing and recommending policy alternatives, as well as providing programmatic recommendations relative to certification appeals and Good Faith Efforts.

Composition: The MWSBE CAC has eleven (11) members who are appointed as follows:

- 4 members appointed by the Board of County Commissioners
- 4 members appointed by the City Commission
- 1 member appointed by the Big Bend Minority Chamber of Commerce
- 1 member appointed by the Capital City Chamber of Commerce
- 1 member appointed by the Greater Tallahassee Chamber of Commerce

Of the 4 Board appointed members, at least 1 shall have expertise in the field of architecture, construction or engineering. Current member Ted Parker fills the County’s construction seat on the MWSBE CAC. Members serve for two-year terms, with no member serving more than three consecutive full terms.

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Minority Women & Small Business Enterprise Citizen Advisory Committee, and the Value Adjustment Board

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Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
11	5	Female – 4 Male – 2	Black - 2 White –1 Hispanic - 1 Not Available - 2

Vacancies: The terms of two Board appointed MWSBE CAC members, Christine Hale and Lanisha Thornton expired on April 30, 2023. Ms. Hale has served 3 full terms and is not eligible for reappointment per joint County/City Resolution No. 17-03/17-R-11 and the MWSBE CAC Bylaws. Ms. Thornton has served one term and is seeking reappointment. Her application and meeting attendance record is included in Attachment #9. The eligible applicants are listed in Table #2.

Table #2. Minority, Women, and Small Business Enterprise Citizen Advisory Committee

Vacancies <i>Term Status</i>	Term Expiration	Eligible Applicant Application Attachment #	Gender-Race	Recommended Action
Lanisha Thornton <i>Seeking reappointment</i>	4/30/2023	9. Lanisha Thornton	Female – Black	Appoint two citizens for two-year terms expiring on April 30, 2025.
Christine Hale <i>Served 3 full terms – not eligible for reappointment</i>	4/30/2023	10. Danielle Andrews	Female – Black	
		11. Jean Raymond Calixte	Male – Black	
		12. Eddie Gonzalez Loumiet	Male – Hispanic	

Value Adjustment Board (VAB)

Purpose: The Value Adjustment Board (VAB) settles disputes between taxpayers and the Property Appraiser relating to denials of exemptions/classifications and market values. If the property owner feels the property's assessment, classification, or exemption is incorrect, a petition can be filed with the VAB. The VAB approves and hires Special Magistrates to conduct quasi-judicial hearings and render recommendations to the VAB for review. The VAB issues the final decisions.

Composition: Consistent with Section 194.015, Florida Statutes, the VAB is composed of five (5) members:

- 2 members are County Commissioners
- 1 member is a School Board member
- 2 citizen members (one appointed by the Board and one appointed by the School Board)

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The Board appointed citizen member must own homestead property within the County and the School Board appointed citizen member must be the owner of a business occupying space located within the school district. The citizen members may not be a member or an employee of any taxing authority and may not be a person who represents property owners in any administrative or judicial review of property taxes. Consistent with County Policy No. 11-2, each County Commissioner serves a two-year term, and the Board has historically appointed the citizen member to an equal two-year term. The Board appointed citizen member is limited to serving no more than three consecutive full terms per Policy No. 03-15. Citizen members shall be appointed in a manner to avoid conflicts of interest or the appearance of conflicts of interest per Florida Administrative Code 12D-9.004.

Currently Commissioners Maddox and Caban serve as the Board's representatives on the VAB.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
5	1	Male – 3 Female – 1	White – 3 Black – 1

Vacancies: The term of Board appointed citizen member, Gregory Cowan, expired on April 30, 2023. Mr. Cowan has served two full terms and one partial term. He is seeking reappointment. His meeting attendance record and application are included as Attachment #13. The eligible applicants are listed in Table #3.

Table #3. Value Adjustment Board

Vacancy	Term Expiration	Eligible Applicant Application Attachment #	Gender - Race	Recommended Action
Gregory Cowan <i>Seeking reappointment</i>	4/30/2023	13. Gregory Cowan 14. Parker DeWitt	Male – White Male – White	Appoint one citizen for a two-year term expiring on April 30, 2025.

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Minority Women & Small Business Enterprise Citizen Advisory Committee, and the Value Adjustment Board

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Options:

1. Reappoint three citizens, Jackie Wilson, Sean Friend and Jeff Blair to the Advisory Committee for Quality Growth for three-year terms ending May 31, 2026.
2. Appoint two citizens to the Resident seats on the Advisory Committee for Quality Growth for a three-year term ending May 31, 2026. The eligible applicants are: Lateefah Muhammad, Patrick O'Bryant, Jerry Hosey, James McAllister and Gregory Turner.
3. Appoint two citizens to the Tallahassee-Leon County Minority, Women & Small Business Enterprise Citizen Advisory Committee for two-year terms ending April 30, 2025. The eligible applicants are: Lanisha Thornton, Danielle Andrews, Jean Raymond Calixte and Eddie Gonzalez Loumiet.
4. Appoint one citizen to the Value Adjustment Board for a two-year term ending April 30, 2025. The eligible applicants are: Gregory Cowan and Parker DeWitt
5. Board direction.

Recommendations:

Options #1 through #4

Attachments:

1. Wilson application, resume and attendance
2. Friend application, resume and attendance
3. Blair application, resume and attendance
4. Muhammad application, resume and attendance
5. O'Bryant application, resume and attendance
6. Hosey application and resume
7. McAllister application and resume
8. Turner application and resume
9. Thornton application, resume and attendance
10. Andrews application and bio
11. Calixte application and resume
12. Gonzalez Loumiet application and resume
13. Cowan application, resume and attendance
14. DeWitt application and resume



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Ms. Jackie Wilson		Date: 2/3/2023 12:22:24 PM	
Home Address:	PO Box 13672 Tallahassee, FL 32317-3672	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 980-1414	Do you own property in the Tallahassee City Limits?	Yes
Email:	jackie.wilson@metronet.com	How many years have you lived in Leon County?	68

(EMPLOYMENT INFORMATION)

Employer:	Metronet	Work Address:	PO Box 13672 2700 Blairstone RD Tallahassee, FL 32317-3672
Occupation:	Manager		
Work/Other Phone:	(850) 980-1414		

(OPTIONAL)

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

Race:	White	Gender:	F	Age:	70
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Rigsby Jones	Name:	Martha Pelham
Address:	PO Box 13672	Address:	Marianna, FL
Phone:	(850) 980-1414	Phone:	

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☒ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
Name of nominating organization: **Nat'l Association of Women in Construction**
- ☐ Employed by a university or local school system.
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☐ Resident of Leon County

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

Signature: *Ms. Jackie Wilson*

The application was electronically sent: 2/3/2023 12:22:24 PM

Jackie Wilson

P.O. Box 13672, Tallahassee, FL 32317, 850-980-1414 cell

Objective: **To work in a challenging position, for an organization where my creative talents, people skills, contacts, organizational skills and professional training and experience can be put to good use.**

Education: *Leon High School, Tallahassee, FL
*Florida State University, Tallahassee, FL—Bachelor's Degree
*Multiple workshops/seminars *re:* management, promotions & sales & marketing, Event planning, Association law, Employment law, Political Action Committees, (PACs/PICs), etc...

Professional Experience:

2017- Present **Tallahassee Leon County Advisory Committee on Quality Growth (LCACQG)**—Commission appointment

2013-2018 **Leon County Construction Industry Licensing & Examination Board**—County Commission appointment seat

8/10/2020—Pres **Metronet—Marketing Coordinator**

3/2018—Present **“jackie Wilson”** Consultant/Construction Inspector/Notary...Independent Contractor – Inspecting primarily Commercial Projects, in order to approve the “draw requests” from the General Contractor for the lenders.

1/2018-3/2018 **QLM—Quality Growth Management Skilled Labor Staffing**

8/2013-11/2017 **Tallahassee Technology Group, Inc.—Senior Account Executive**
Sales/Marketing of Xerox Print/Copy/Scan/Fax Devices create/present proposals & contracts. Handle my customer's service needs.

8/2012-8/2013 **Brian Barnard's Flooring America—“the Hunter”** (a National marketing position to “drive” business to the stores).

Targeting specific segments of the community, prepare a package of products/services appropriate to the group. Make presentations to groups or a lead person in order to bring new business to the company. Work with the Sales team to follow-up on the services to the customer.

Coordinate & man the booth at Home Shows/Trade Shows/ Table-Tops, etc...

Coordinate participation with builders, participating in the Parade of Homes, to man the homes, where we had product(s). Also, handled marketing and representing the company at various organizations & networking groups (TBA, ABC, NAWIC, CAI, Chamber, etc...etc....)

7/08-7/30/12 **Cadence Bank/Superior Bank—AVP Association Services**

Marketing a specific product/service to, to manage funds of Homeowners Associations (HOAs), Condo Associations, Professional and Trade Associations and certain businesses, throughout the Florida Panhandle. Also promoting and marketing other Treasury Management and banking services to prospective customers.

Participated in various Trade Show events across the panhandle, set up and manned the booth or table-top display. Held membership in the CAI (Community Association Institute).

3/07-6/08 **Ameritime Mortgage Co/Avery and Associates—Operations Manager/Marketing Director/Loan Officer**

Responsible for representing the company in the community attending events and meetings to bring awareness of the company to members of the real estate and building industries and the community at large. Handled advertising and marketing of the local office. Work with clients to secure loans for purchasing and/or refinancing their homes or private properties.

3/06-07/08 **The Builder News—Marketing Director**

Sales, promotions and public relations for a newspaper publication specifically targeting the building industry.

3/06-3/07 **All-Tech Southeast—Sales Director**

Sales of custom gates and powder coating jobs throughout the North Florida panhandle

3/06-3/07 **Business Edge Consulting—Partner/Consultant**

Consulting and training for businesses, private and government agencies, and associations. Coordinated special projects/programs.

3/1985-2/2006: **Tallahassee Builders Association—CEO/EVP**

Management of all activities of the 600 corporate member Professional Trade Association. Hiring/firing/training/managing staff, preparation and management of budget, P&L, payables and receivables, membership records, reports to state, and national associations, monthly newsletter, monthly board meetings and monthly general membership meetings, agendas, minutes, and arranged for all speakers and programs.

Led the lobbying efforts, at the local, state and national levels. Managed the scholarship programs.

Presentation of CEUs (continuing educational classes) as required (by DBPR/CILB) for the licensed contractors to renew their professional licenses. Liaison to the National (NAHB) and State (FHBA) associations. Managed the Political Action Committee (PAC), Remodelers Council™, Home Owners Warranty (HOW)™ Council, Associate Member Council(AMC)™, Sales and Marketing Council (SMC)™, Building Industry Oversight Council (BIOC)

Jackie Wilson's resume continued...

Planned, organized and managed all association meetings, activities and events... including the following annual events:

- *Parade of Homes™
 - Parade of Homes™ Kick-off Event
 - Parade of Homes™ Judging Day
 - Parade of Homes™ Awards Gala
- *Home Show
- *Home and Garden Show
- *North Florida Construction Trade EXPO
- *Saltwater Fishing Tournament
- *Clay Target Shoot
- *Golf Tournament
- *Fun Night (Themed Social)
- *Industry Day
- *Growing in Tallahassee-Industry Panel
- *Legislative Action Week
- *Annual Auction
- *Table-Top Night (mini trade show)

Also organized numerous special projects and fundraiser events to benefit:

- *Habitat for Humanity
- *Boys and Girls Clubs
- *Big Brothers & Big Sisters
- *Boys Town
- *PACE Center for Girls
- *Big Bend Hospice
- *American Cancer Society
- *Odyssey Science Museum
- *The SHELTER
- *The Women's SHELTER
- *The Refuge House
- *Tallahassee Housing Foundation
- *United Way
- "Octoberfix" & "Springfix"

6/82—3/85: **Turner Heritage Homes (formerly Century Construction Corp.)—Production Coordinator**

Permitting, scheduling, estimating, purchasing, job cost coordinator for 400+ homes a year. Also coordinated calls in the service department, dealing with homeowner's service calls.

10/80—6/82: **Collier Interiors—Interior Design/Sales Rep/Operations Manager**

Estimating and bidding residential and commercial interior finishes projects, including coordination of materials and labor. Coordinated/directed the job from estimate to completion.

9/72—10/80: **Capital City Plumbing Company—Owner/Business Manager**

Managed all business, including, but not limited to A/P & A/R, taxes, estimating, customer service, hiring, firing, managing employees; both in the office and the field. Some job site work & Project Mgmt.

Member/Board: **Leon County Advisory Committee for Quality Growth 2019-present, Tallahassee Board of Realtors, Women's Council of Realtors—Board Member, Society of Human Resource Managers (SHRM), NEBA—Board Member/Secretary, Community Associations Institute (CAI), American Society of Association Executives (ASAE), Florida Society of Association Executives (FSAE), Tallahassee Society of Association Executives (TSAE), National Association of Women in Construction (NAWIC)—43 year member. Served as *President, Past President, Past National Board Member, Zonta International—Past President, Extra Point Club—Past President, Seminole Boosters, FSU Alumni Association, Tallahassee Chamber of Commerce, Leon High School Alumni Association—currently serving as President* PACE Center for Girls—Founding Member & President/Chairman of the Board for 13 years, and continued serving 2 more 3 year terms as a Board Member**
Alzheimer's Project—"Purple Craze" Committee Project Chair-2015-2019. Board 2 years.
Past Member: Tallahassee Housing Foundation—board member approximately 5 years
 Actively served on the **American Cancer Society's "Cattle Barons Ball" Committee—approx 8 out of the 14 years of Tallahassee events.**
Girl Scouts 2nd grade Through High School, Girl Scout leader 1970-1973

Awards & Recognition:

- 2016 Recipient: **2016 Women of Distinction Award—for "Outstanding Community Leadership"**
- 2006 **Outstanding Woman in the Community Award**
- 2005 FSU College of Human Sciences—**Centennial Laureate Award**
- Outstanding Volunteer of the Year—PACE Center for Girls**
- Outstanding Member of the Year—Nat'l Assoc. of Women in Construction (Four times)**
- Outstanding Zontian of the Year—Zonta International**
- Nominated several years as **Tallahassee Volunteer of the Year**—sponsored by The Tallahassee Democrat
- North Florida Christian School Football Boosters—**2003 Outstanding Volunteer of the Year**

***References and letters of recommendation provided upon request*

***LEON COUNTY ADVISORY COMMITTEE ON QUALITY GROWTH
ATTENDANCE REPORT***

Committee Name: Advisory Committee on Quality Growth

Committee Member Name: Jackie Wilson

Appointment Date: June 1, 2020

End Term: May 31, 2023

12/21/20	4/19/21	9/20/21	12/20/21	2/21/22	3/21/22	4/18/22	11/21/22	01/30/23
X	X	X	X	X	X	A/E	X	A

X – Member in attendance

A – Member absent

A/E – Member absent/excused



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Sean Friend		Date: 12/12/2022 9:41:40 AM	
Home Address:	7122 Upland Glade Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 487-7602	Do you own property in the Tallahassee City Limits?	Yes
Email:	friends@leonschools.net	How many years have you lived in Leon County?	30

(EMPLOYMENT INFORMATION)

Employer:	Leon County Schools	Work Address:	500 Appleyard Dr Tallahassee, FL 32312
Occupation:	CTE Coordinator		
Work/Other Phone:	(850) 487-7602		

(OPTIONAL)

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

Race:	White	Gender:	M	Age:	51
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Chelsea Williams	Name:	
Address:	500 Appleyard Dr, Tallahassee, FL 32304	Address:	
Phone:	(850) 487-7620	Phone:	

Resume Uploaded?	Yes
<p>If no resume is available, in the space below briefly describe or list the following: any previous experience on other Committees; your educational background; your skills and experience you could contribute to a Committee; any of your professional licenses and/or designations and indicate how long you have held them and whether they are effective in Leon County; any charitable or community activities in which you participate; and reasons for your choice of the Committee indicated on this Application. Please attach your resume, if one is available.</p> <p>Current position as Career and Technical Education (CTE) Coordinator:</p> <p>August 2017 - Present</p> <p>Responsible for coordinating industry certifications given at high schools and Lively Technical College. Work with secondary schools and Lively personnel to develop new CTE programs. Responsible for writing all CTE grants for high schools and Lively. Responsible for administration of career dual enrollment programs at Lively for high school students.</p>	

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

If yes, please explain **I work for Leon County Schools and my wife works for FSU so it is likely that one of these entities is doing business with Leon County.**

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☒ Employed by a university or local school system.
Name of Employer: **Leon County Schools**
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☒ Resident of Leon County

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

Signature: *Mr. Sean Friend*

The application was electronically sent: 12/12/2022 9:41:40 AM

Sean C. Friend

7122 Upland Glade | Tallahassee, Florida 32312 | Sean.Friend@yahoo.com | 850-933-8090

EXPERIENCE

State of Florida - Department of Education Tallahassee, Florida December 2013 - August 2017

CAPE/Industry Certification Manager

Worked in Bureau of Budget, Accountability and Assessment within the Division of Career and Adult Education. Responsible for overseeing the multi-million dollar CAPE (Career and Professional Education Act)/Industry Certification program for the Division, related to industry certifications earned in elementary, secondary and postsecondary institutions. Manage the CAPE Industry Certification Funding List and CAPE Postsecondary Industry Certification Funding List in addition to registration of CAPE academies and career-themed courses. Proficient in data collection and management in Access databases, including query writing, in addition to creating lookup and pivot tables in Excel used in analyzing data. Communicate with districts and colleges to disseminate information as needed. Regularly present at conferences throughout the state. Train both colleagues and district employees on the CAPE program. Direct colleague in completing administrative duties.

State of Florida - Department of Education Tallahassee, Florida March 2011 - December 2013

Program Specialist

Worked in Bureau of Budget, Accountability and Assessment within the Division of Career and Adult Education. Responsible for design, analysis, and lead report writing for research reports for the Division, related to secondary and postsecondary career and technical education programs and adult education programs, in addition to several statutorily required annual reports delivered to the Governor and Legislature. Proficient in data collection and management in Access databases, including query writing, in addition to creating lookup and pivot tables in Excel used in analyzing data. Analyze data in SPSS using descriptives, frequencies, and various other basic statistics. Communicate with districts and colleges to collect data as needed. Serve as the Division SharePoint administrator to approximately 70 employees, including managing an implementation team of six staff members.

State of Florida - Public Service Commission Tallahassee, Florida April 2010 - March 2011

Government Analyst

Worked with Special Studies group in the Division of Regulatory Analysis. Responsible for data analysis and report writing for the annual "Competition in the Telecommunications Industry" report. Proficient in data collection and management in Access databases, including query writing, in addition to creating lookup and pivot tables in Excel used in analyzing data. Prepared interrogatories for large docketed telecommunications case.

MGT of America, Inc. Tallahassee, Florida April 2004 - April 2010

Consultant

Worked with Educational Technology and Program Evaluation practice areas. Responsible for managing two state-level Reading First evaluation projects with five staff members. Proficient in data collection and management in Access databases, including query writing, to prepare data for analysis. Analyzed data in SPSS using descriptives, frequencies, and various other basic statistics. Lead writer on several evaluation reports. Communicated with project contacts and end-users as needed. Visited school sites (approximately 100 schools visited over the past five years) to observe classrooms, conduct focus groups and interviews, and complete other required activities. Directed staff to complete data entry and other duties for client reports or presentations.

Hummingbird Tallahassee, Florida September 2000 - November 2003

Software QA Engineer

Responsible for unit level and regression testing of the Application Integration and Windows Explorer Extensions modules of the Hummingbird Document Management product for both releases and patches. Periodically test critical software modifications for direct delivery to clients. Track testing results through Clarify, a software modifications and enhancements tracking system. Develop Document Management test plans and Department of Defense Records Management certification test programs. Participate in documentation reviews at the development and end-user level. Work with developers and install engineers in troubleshooting problems including registry and file modifications. Occasionally lead small groups of other colleagues on minor assignments.

EDUCATION

Florida State University Tallahassee, Florida April 1999
Bachelor of Science in Management Information Systems, Cum Laude

Florida State University Tallahassee, Florida April 1994
Bachelor of Science in Mathematics Education

Edison Community College Fort Myers, Florida April 1991
Associate in Arts

KNOWLEDGE, SKILLS AND ABILITIES

Career and technical education, program evaluation, research and evaluation, project management, educational technology, data collection and analysis, report preparation, presenting at conferences, providing training to colleagues and external clients, writing/editing, problem solving, mathematics, working independently on multiple projects, working with a variety of clients in the public and private sectors, proficient in Excel and Access including some SQL, and proficient in basic statistics using SPSS.

***LEON COUNTY ADVISORY COMMITTEE ON QUALITY GROWTH
ATTENDANCE REPORT***

Committee Name: Advisory Committee on Quality Growth

Committee Member Name: Sean Friend

Appointment Date: September 15, 2020

End Term: May 31, 2023

12/21/20	4/19/21	9/20/21	12/20/21	2/21/22	3/21/22	4/18/22	11/21/22	01/30/23
X	X	X	A/E	A/E	A/E	A	A	X

X – Member in attendance

A – Member absent

A/E – Member absent/excused



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Jeff Blair		Date: 12/16/2022 4:07:56 PM	
Home Address:	1803 Old Fort Drive Tallahassee, FL 32301	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	No
Home Phone:	(850) 694-1209	Do you own property in the Tallahassee City Limits?	Yes
Email:	jblair@fsu.edu	How many years have you lived in Leon County?	49

(EMPLOYMENT INFORMATION)

Employer:	Facilitated Solutions, LLC	Work Address:	1803 Old Fort Drive Tallahassee, FL 32301
Occupation:	Professional Facilitator		
Work/Other Phone:	(850) 694-1209		

(OPTIONAL)

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

Race:	White	Gender:	M	Age:	68
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Thomas Campbell	Name:	Robert Jones
Address:	DBPR, Florida Building Codes and Standards 2601 Blairstone Road, Tallahassee, FL 32399	Address:	183 Rosehill West Tallahassee, FL 32312
Phone:	(850) 717-1823	Phone:	(850) 597-1197

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

If yes, on what Committee(s) are you a member? **Advisory Committee for Quality Growth (Term expires May 31, 2023)**

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

If Yes, on what Committee(s) have you served? **Leon County Code Enforcement Board Tallahassee-Leon County Board of Adjustment and Appeals**

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

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

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

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

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


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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Employed by a university or local school system.
- ☒ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
Name of Neighborhood Board/Organization you represent: **Woodland Drives Neighborhood Association**
- ☒ Employed by or represents, a community-based, environment-related organization.
Name of Organization **Keep It Rural**
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist

 Resident of Leon County

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

Signature: *Mr. Jeff I-85 Blair*

The application was electronically sent: 12/16/2022 4:07:56 PM

JEFF A. BLAIR, FACILITATED SOLUTIONS, LLC
FACILITATEDSOLUTIONSJB@GMAIL.COM



Education:

2000: Graduate Program Urban and Regional Planning: Conflict Resolution, Florida State University.
1999: B.S. Social Policy-Advanced Standing Program, Florida State University (Cum Laude).
1988: AA University of Florida.

Summary of Relevant Professional Information:

- Principal and Owner, Facilitated Solutions, LLC.
- President, Keep It Rural, Inc. (2013 – Current).
- FSU Faculty (Associate in Research) and Associate Director, FCRC Consensus Center at Florida State University (FSU). January 1999 – November 30, 2021 (Retired).
- Blair Homes and Design, Inc. Certified General Contractor and Custom Home Builder. 1980 – 1999.
- Certification from Supreme Court of Florida, Certified County Mediator. July 1999 (#11085 C).
- U.S. Institute for Environmental Conflict Resolution, National Roster of Environmental Dispute Resolution and Consensus Building Professionals qualified/approved advanced practitioner.
- U.S. Environmental Protections Agency's Environmental ADR Neutrals Roster qualified/approved advanced practitioner.
- U.S. Department of Interior's Office of Collaborative Action and Dispute Resolution (CADR) qualified/approved advanced practitioner.
- State of Florida Certified General Contractor (License # CGC037759, Inactive Status).
- Leon County Advisory Committee for Quality Growth. 2022 – Current.
- Tallahassee-Leon County Board of Adjustment and Appeals. 2016 – Current. (Chair 2018-2019).
- Leon County Code Enforcement Board. 1989 – 1997. (2 x Chair).

Related Education:

- Mediation and Conflict Resolution. 40 Hours. William F. Lincoln. TCC. 1982.
- Certification from National Center for Collaborative Planning and Community Services. 1983.
- Advanced Dispute Resolution. 20 Hours. William F. Lincoln. TCC. , 1984.
- Interviewing and Recording. Florida State University. College of Social Work. 1998.
- Dispute Resolution Center, Florida Supreme Court. Mediator Training. 1998.
- Planning Dispute Resolution. Florida State University. Urban and Regional Planning Graduate Program. 1999.
- Neighborhood Justice Center. FSU. 1999.
- American Society of Civil Engineers. Wind Loads for the Design of Buildings.
- Florida Solar Energy Center. Energy Efficient Florida Home Building.
- Southern Building Code Congress International. Fire Resistance and Egress for Building Inspectors.
- National Association of Homebuilders. Custom Builder Symposiums.

Community Service Activities:

- Leon County Mediation Program. 1999. Designed program (process) and related brochure for a Leon County Florida mediation program for development review disputes.
- Leon County Code Enforcement Board. 1989 – 1997. Chaired quasi-judicial review board hearing cases of alleged violations of county ordinances (including environmental, zoning, housing and junk).

- Community Interests, Inc.—New Leaf Market (Leon County Food Coop). 1977 – 1998. Served on Board of Directors: served as BPD Chair, Secretary and President of member-owned natural foods market. Served as Board of Directors’ facilitator for over ten years.
- Americorps. Served as project leader, and coordinated services of workers in renovating and providing renovations and repairs to the homes of low-income families
- Habitat for Humanity. Served as project leader, and coordinated services of workers in renovating and providing homes to low-income families.
- Rainbow-Rehab. Served as project leader, and coordinated services of workers in renovating and providing homes to low-income families.
- Neighborhood Justice Center. Provided facilitation and strategic planning for advisory council, and conducted community mediations.
- Keep It Rural Coalition (KIRC) 2014 - Present. President and lead negotiator for grassroots organization that successfully mediated a settlement to prevent the development of a gas station proposed for the intersection of a rural canopy road, and achieved an unanimous approval by the Leon County Board of County Commissions on a KIRC proposed Comprehensive Plan amendment and conforming Land Development Code amendment for the rural zoning districts of Leon County, Florida. Currently working on ensuring comprehensive plan amendments abide by good growth policies consistent with the desires of the Community.
- Tallahassee Leon County Board of Adjustment and Appeals 2016 - 2020. Appointed by BOCC to BOAA. Served on quasi-judicial review board hearing cases regarding appeals and requests for variances for Zoning Code, Building Code, Sign Ordinances, and the Environmental Management Act for the City of Tallahassee and Leon County Florida. Responsible for determining appeals of code-related (LDRs) interpretations and granting variances to the provisions of the LDRs based on documented hardship. Served as chair 2018 – 2019. Served from July 13, 2016 – July 14, 2020.
- Woodland Drives Neighborhood Association (WDNA) July 2020 - Current. Elected to the Board as vice-president. Serve as chair of the Governmental Affairs Committee, and WDNA’s representative to the Alliance of Tallahassee Neighborhoods (ATN). WDNA’s mission is to preserve and protect the historic downtown neighborhood and advocate for responsible and equitable growth in the community.
- Alliance of Tallahassee Neighborhoods (ATN) April 2021 - Current. Appointed to serve as WDNA’s representative to the ATN Board. Elected to serve on the ATN Executive Committee March 2022. Chair of Citizen Engagement Committee (CEC) working on one of the three 2022 ATN priority issues. The CEC is collaborating with our city and county elected officials, management, legal, and planning and development staff to craft consistent, transparent, and equitable citizen engagement policies and procedure that work effectively for our local governments and all community stakeholders. ATN advocates for policies and initiatives that protect and enhance Tallahassee and its neighborhoods.
- Advisory Committee for Quality Growth July 2020 - Current. Appointed by BOCC to ACQG. Functions as a focus group, and as a continuous source of community input and technical resources from development industry professionals and community stakeholders providing proactive input and feedback for development review and approval service enhancements to the Development Support and Environmental Management Department staff. Appointed July 14, 2020.

Job Experience:

Jeff Blair's job experience and responsibilities include developing and overseeing Facilitated Solutions, LLC's consultation and facilitation projects. Including:

- **Direct Provision of Services.** Direct provision of collaborative process services (i.e., facilitation, negotiation, consensus-building, process design, and situation assessment) for public, private, and non-governmental organization (NGO) sector entities;
- **Planning and Implementation.** Assistance to public, private, and NGO sector entities regarding strategic planning and action implementation plans;
- **Training.** Provision of facilitation, collaboration, consensus-building, process design, and effective meeting management training for the public, private, and NGO sectors; and,
- **Consultation.** Consultation with public, private, and NGO sector interests in situation assessment, process design, consensus-building, and strategic and action planning to meet their needs.

Jeff A. Blair has over 30 years of experience in assessing and analyzing complex issues and facilitating meetings designed to build consensus between stakeholder interests, and is the principle and owner of **Facilitated Solutions, LLC**. In addition, Jeff is retired research faculty at Florida State University (FSU) and served as Associate Director for the FCRC Consensus Center at FSU for twenty-one years. He specializes in facilitation and process design and in addition his work includes situation assessment, strategic planning and implementation, and consensus building among diverse stakeholder interests with divergent perspectives on complex issues. He has worked with federal, state, local government, non-governmental organizations, and private sector representatives to design and implement collaborative approaches to consensus-building, planning, rulemaking, and dispute resolution with an emphasis on stakeholder participation in the planning, design, implementation, and monitoring of policy actions in more than 190 projects and over 2500 meetings. In addition, he conducts custom tailored trainings in various dispute resolution and meeting management topics.

Ongoing projects include serving as process designer, lead facilitator, and conflict resolution consultant for stakeholder groups including: Florida State University's Apalachicola Basin System Initiative Community Advisory Board tasked with evaluating the adopted *Apalachicola Bay System Ecosystem-Based Adaptive Management and Restoration Plan* framework using decision support tools coupled with available data and research; The Oyster Recovery Partnership's Oyster Coalition Workgroup tasked with developing a *Long-Term Oyster Restoration and Management Strategic Plan for Eastern Bay System, Maryland* (Chesapeake Bay) the Bailey Wildlife Foundation's funded Global Defense for Coral Reef Wildlife interdisciplinary Research Team working to build a system to support corals and coral reef wildlife by creating carbon neutral or negative habitat and in the process removing carbon dioxide from the air; the Florida Building Commission's Existing Building Inspection Workgroup tasked by the Florida Legislature with reviewing the milestone inspection requirements in Statute and making recommendations to the Legislature to ensure inspections are sufficient to determine the structural integrity of a building; and the Florida Department of Business and Professional Regulation's Florida Building Commission's ongoing process of building consensus on all aspects of the Florida Building Code System including facilitating over 1,500 individual meetings for the Commission since 1999 including 69 special issue stakeholder workgroup projects.

Recently completed projects include successfully facilitating to consensus and unanimous agreement between diverse stakeholder interests: Design and development of a Priority Issues Workplan and associated Workplan Tracking Flowchart for The Apalachicola-Chattahoochee-Flint Stakeholders (ACFS) who are working to develop consensus on a science-based water supply plan for the ACF Basin; The Apalachicola Basin System Initiative Community Advisory Board on the Apalachicola Bay System Ecosystem-Based Adaptive Management and Restoration Plan Framework (November 2021); The Nature Conservancy's Pensacola Bay System Stakeholder Working Group on the Oyster Fisheries and Habitat

Management Plan for the Pensacola Bay System (May 2021); the USFWS' Loxahatchee and Hobe Sound NWRs Strategic Alignment Initiative Workplan (December 2019); the USFWS' Regional Strategic Vision Alignment Initiative on USFWS R4 Strategic Vision Alignment Plan (June 2019); the Suwannee River Partnership Steering Committee (FDACS, FDEP, SRWMD, UF/IFAS) Planning Initiative on Priority Strategic Actions Workplan (August 2018); the North Florida Regional Water Supply Partnership Stakeholder Advisory Committee (SRWMD/SJRWMD/FDEP/FDACS) on the North Florida Regional Water Supply Plan (January 2017); the Coastal SEES OysterFutures Workgroup on Recommendations for Oyster Management in the Choptank and Little Choptank Rivers (Chesapeake Bay) (May 2018); the Gulf of Mexico Angler Focus Group Initiative on Examination of Possible Private Recreational Management Options for Gulf of Mexico Red Snapper (January 2017); and the Ocean Conservancy's For-Hire Recreational Fisheries Electronic Monitoring Assessment Report (January 2017).

He served as process consultant and facilitator for the Florida Department of Agriculture and Consumer Services' (FDACS) Pest Control Enforcement Advisory Council, Pesticide Review Council, FDACS Agricultural Feed, Seed and Fertilizer Advisory Council, and the Florida Coordinating Council on Mosquito Control for over ten years. He facilitated the Florida Division of Emergency Management's Flood Resistant Standards Workgroup and the Florida Emergency Notification System Vision Workshop. He has done work for the National Oceanic and Atmospheric Administration (NOAA) including the National Saltwater Recreational Fishing Summit, Deepwater BP Oil Spill Programmatic Environmental Impact Statement scoping workshops, NOAA Fisheries Chesapeake Modeling Symposium and the Gulf of Mexico Grouper Forum. Work for United States Environmental Protection Agency (USEPA) includes the National Bedbug Summit and the International Public Health Pesticides Workshop in London, England. In addition, he facilitated the Deepwater Horizon Natural Resource Damage Assessment Trustee Council (Alabama, Florida, Louisiana, Mississippi, Texas, and the DOI, NOAA, and DOD).

Work for the private sector includes designing and facilitating the Recreational Boating Stakeholders Growth Summit, and working with National Pest Management Association (NPMA), National Marine Manufacturers Association (NMMA), Association for Structural Pest Control Regulatory Officials (ASPCRO), Association of American Plant Food Control Officials (AAPFCO), Florida Green Building Coalition (FGBC), National Association of Home Builders (NAHB), Florida Natural Gas Association (FNGA), and the Solar Policy Advocates Board. Mr. Blair has provided facilitation, planning, and process design for numerous agencies, entities, non-profit organizations and associations since 1977.

He is a Florida Supreme Court Certified Mediator, a U.S. Institute for Environmental Conflict Resolution, National Roster of Environmental Dispute Resolution and Consensus Building Professionals qualified/approved practitioner, a qualified/approved practitioner on EPA's Environmental ADR Neutrals Roster, and is qualified as a Senior Conflict Management Specialist for the Department of Interior's (DOI) Office of Collaborative Action and Dispute Resolution (CADR), and DOI's Workplace Conflict Management roster. He is a Florida Certified General Contractor and operated a successful design-build firm in Tallahassee Florida from 1980 – 1998 winning the parade of homes three times. He is a graduate of the University of Florida (Philosophy and Anthropology) and the Florida State University (Social Policy and Dispute Resolution).

In summary, Jeff Blair has the education, experience, and skills, to effectively collaborate with clients to design, implement, and facilitate successful consensus-building initiatives working with diverse stakeholders on complex policy issues.

***LEON COUNTY ADVISORY COMMITTEE ON QUALITY GROWTH
ATTENDANCE REPORT***

Committee Name: Advisory Committee on Quality Growth

Committee Member Name: Jeff Blair

Appointment Date: July 14, 2020

End Term: May 31, 2023

12/21/20	4/19/21	9/20/21	12/20/21	2/21/22	3/21/22	4/18/22	11/21/22	01/30/23
X	X	X	X	X	X	X	A/E	X

X – Member in attendance

A – Member absent

A/E – Member absent/excused



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Ms. Lateefah Muhammad		Date: 3/28/2023 11:19:51 PM	
Home Address:	1389 Tuscaloosa Trace Tallahassee, FL 32305	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 322-5367	Do you own property in the Tallahassee City Limits?	Yes
Email:	lmhammad@mail.com	How many years have you lived in Leon County?	44

(EMPLOYMENT INFORMATION)

Employer:	Office of Insurance Regulation	Work
Occupation:	Attorney	Address:
Work/Other Phone:		

(OPTIONAL)

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

Race:	Black or African American	Gender:	F	Age:	44
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Jamar Enzor	Name:	Kareemah Thomas
Address:	1389 Tuscaloosa Trace Tallahassee, FL 32305	Address:	1244 Westway Rd Tallahassee, FL 32305
Phone:	(850) 212-7217	Phone:	(850) 459-5647

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Employed by a university or local school system.
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☒ Resident of Leon County

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

Signature: *Ms. Lateefah Muhammad*

The application was electronically sent: 3/28/2023 11:19:51 PM

Lateefah A. Muhammad

Assistant General Counsel

lmuhammad@mail.com • www.linkedin.com/in/lateefahmuhammad

850.322.5367 • Tallahassee, FL

Dynamic and results-driven Attorney and Law Professor with robust experience promoting institutional effectiveness through exceptional case management, logical reasoning, and persuasive communication. Leveraging advanced business law understanding to manage risk and ensure regulatory compliance while positioning organizations for long-term success. A gifted communicator, making complex legal information accessible to a variety of professional and academic audience with proven leadership to achieve organizational goals and objectives.

Areas of Expertise include:

- Business Law
- Contract Management
- Risk Mitigation
- Persuasive Communication
- Project Management
- Strategic Planning
- Creative Problem Solving
- Legal Research & Writing
- Regulatory Compliance

Professional Experience

State of Florida - Office of General Counsel • Tallahassee, FL • 2020 to Present

Office of Insurance Regulation

Chief Legal Counsel - Human Resources and Administration

Responsible for the process and fulfillment of public records request agency-wide, and quality of 2nd level attorney document review to ensure statutory compliance and minimize potential claims of open records violations. Analyze policies and recommend changes to improve Office operations. Evaluate risks involving personnel matters to recommend actions that limit liability exposure. Manage litigation and outside counsel representation to produce practicable outcomes in employment law matters involving internal and external administrative investigations by the OIG, EEOC, DOJ, FCHR, and trial court proceedings. Assist department heads with agency rule making and drafting proposed legislation to achieve agency's objectives. Prepare legal opinions regarding areas under the jurisdiction of the office. Conduct informal administrative hearings as the hearing officer. Prepare and issue final orders and consent orders on agency action. Prepared internal and external audit responses; facilitated audit preparation and advised on compliance issues.

Key Accomplishments:

- Demonstrated leadership excellence with immediately establish processes that assisted staff with efficient internal and external communications, and the timely production of open records, to include reducing a pending case load by 70% within a 30-day period.
- Integrated training programs to develop in-depth understanding of statutory requirements for compliance and regulatory oversight that improved performance and reduced claims in litigation.
- Successfully evaluated risks to prevent employment discrimination claims and developed strategies and tactics that produced favorable outcomes in defending agency action.
- Influenced positive cultural changes within the workplace environment to boost morale and increase recruitment.

Florida Department of Agriculture and Consumer Services

Assistant General Counsel - Administration and Regulatory Compliance, USDA's Child Nutrition Programs

Coordinate comprehensive legal support for the Department and its \$1.5B in federally funded programming, advising leadership on all legal issues related to operations, regulatory compliance, and contract issues directly affecting departmental practices. Draft and review internal policies and procedures, as well as Florida Administrative Codes and regulatory standards guiding rule-making processes ensuring compliance with Administrative Procedures Act notice requirements, public comment processes, and deadlines. Engage with leaders from multiple divisions and bureaus, conducting contractual obligations, program development, and agency relationship building.

Key Accomplishments:

- Demonstrated adaptability while embracing a complex regulatory framework and achieving favorable final determinations on agency actions in Administrative Hearing Official and District Court of Appeals, effectively recovering millions of dollars in overpayments of federal funds.
- Spearheaded litigation across numerous actions, including collections, regulatory compliance, administrative rule challenges, and procurement challenges, conducting vast legal research to draft trial documents, legal memorandum, and appellate briefs.

Lateefah A. Muhammad

Page Three of Three

- Successfully awarded administrative order in complex case, recovering more than \$25M in federal program funds.
- Integrated new training program developing personnel on legal issues, increasing quality of reports supporting agency actions to reduce overall number of appeals.

Florida Department of Business and Professional Regulation

Assistant General Counsel -Employment Law and Human Resource Management

Spearheaded comprehensive legal advice to senior management across a broad spectrum of employment law and related HR issues for a state agency with over 1600 employees. Partnered with department directors on all decisions related to employee relations, including disciplinary actions, talent acquisition, promotions, and performance evaluation. Drafted trial documents, employee agreements, settlement agreements, and EEOC conciliation agreements, in addition to negotiating regulatory sanctions. Conceptualized and executed internal controls to ensure compliance and establish project management, as well as preparing and delivering presentations on case reports. Communicated with EEOC investigators and opposition counsel to negotiate settlements. Coordinated discovery requests, witness preparation, and research to support legal theories. Prepared emergency administrative orders and responses to writs and declaratory statements. Guided public records requests while managing discovery requests.

Key Accomplishments:

- Capitalized on persuasive communication to decrease the Department's liability exposure in claims involving federal and state anti-discrimination laws under Florida Civil Rights Act, Title VII, ADA, FMLA, FLSA, and ADEA.
- Efficiently litigated employment law matters, partnering with outside counsel on litigation strategy and collaborating with risk management specialists.
- Successfully represented the Department at mediations, arbitrations, union disputes, depositions, state commissions, and court proceedings.
- Skillfully settled more than 80% of personnel disputes prior to issuance of claims and judicial review.

Concord Law School, Purdue University - Global • Los Angeles, CA • 2020 to Present

Professor of Law (Online)

Oversee administrative support and legal instruction to over 600 students as a Law Professor in Purdue University's online Juris Doctor and Executive Juris Doctor programs. Develop and deliver live seminars across a variety of subjects, including Business Organizations, Corporations, Contracts, Compliance, Risk Management, Legal Writing, and Torts. Evaluate and deliver feedback for curriculum assessments, drafting final exams with model answers. Participate on committees supporting faculty representation on planning and policy initiatives. Engage in extensive research for contributions to continued education and legal publications.

Key Accomplishments:

- Increased educational authenticity, supporting curriculum development through creation of new course designs, video content, presentations, and course transcripts.
- Implemented best practices in online instruction, showcasing student-centric customer service and empowering students to succeed in law school and on the bar exam, leading to increased student success.
- Improved student retention by 30% each term by leveraging mentorship opportunities to avoid early drops.
- Optimized student success in achieving passing grades, while reducing academic probations by 80%.
- Purdue Global -University committees: Diversity, Inclusion, and Equity; Library Services.

Additional Experience:

General Attorney Advisor (Temporary) | US Small Business Association - Office of Disaster Assistance | 2020 – 2021

- Reviewed loan files submitted by lenders participating in SBA's loan programs, determining whether lenders abided by program requirements.
- Effectively communicated with lenders regarding purchase package deficiencies, evaluating loan files to identify potential lender or borrower fraud, and drafting legal denial opinions when lenders failed to abide by SBA regulations.

Attorney at Law & Of Counsel | Lateefah A. Muhammad, Esq. & Akbar Law Firm, P.A. | 2009 – 2020

- Provided legal services as general counsel for commercial transactions, corporate governance, regulatory compliance, and intellectual property issues, implementing strategies to mitigate legal implications and risks. Also provided client services for Entertainment Law, Contracts, Probate, Employment Discrimination, and Personal Injury.
- Won numerous decisions, including a favorable en banc judgement on appeal opposing top tier national law firm before Florida 3rd District Court of Appeals on legal issues involving public records requests and 42 U.S.C. 1983

Professor of Legal Studies & Associate Campus Dean | Strayer University | 2011 – 2019

- Taught over 500 students per quarter, instructing Business Law, Criminal Law, Paralegal Studies, Philosophy, Federal Acquisition & Contracts, and other legal courses through online learning platforms.
- Implemented strategic initiatives to promote early multi-quarter enrollment, achieving 40% increase in enrollment.

Lateefah A. Muhammad

Page Three of Three

Law Clerk & Associate Attorney | Wicker Smith O'Hara McCoy Ford, P.A. | 2006 – 2009

- *Maximized business relationships to enhance book of business in employment labor division as a first-year associate, successfully reducing client liability and financial exposure in wage-hour claims resulting in increased retainer.*
- *Defended corporate clients in tort litigation matters involving 1st & 3rd party insurance claims, managing a high-volume caseload of complex legal matters in a fast-paced environment.*

Education

Master in Laws, (LL.M.), Business Law, Cum Laude, Florida State University College of Law (2020-2021)

Dean's Certification of Specialization: Employment Law and Human Resources Compliance

Juris Doctor, (JD), Florida A&M University College of Law (2004-2007)

Bachelor of Science, (BS), Florida State University (1997-2001)

Credentials

Florida Bar, 2008

US District Court, M. D., 2008

Georgia Bar, 2010

Florida Certified Contract Manager

Society of Human Resource Management, *Covid-19: What Happened and What is Ahead*

Grow with Google, *The Bits and Bytes of Computer Networking* and *Technical Support Fundamentals*

Florida Division of Administrative Hearings, Trial Academy Certificate, 2022

Affiliations

Downtown Redevelopment Commission, Appointed by Mayor John Dailey, 2020 – 2023

Leon County Board of Commissioners, Advisory Committee for Quality Growth, 2020 – 2023

International Society of Female Professionals - Lifetime Member

Delta Sigma Theta Sorority Incorporated, since 2008

Phi Alpha Delta Law Fraternity, since 2004

Volunteerism

Volunteer Attorney, North Florida Legal Aid

Volunteer Attorney, Florida Democratic Election Counsel

Volunteer Attorney Partner, Florida Supreme Court Justice For Teaching Program

***LEON COUNTY ADVISORY COMMITTEE ON QUALITY GROWTH
ATTENDANCE REPORT***

Committee Name: Advisory Committee on Quality Growth

Committee Member Name: Lateefah Muhammad

Appointment Date: June 16, 2020

End Term: May 31, 2023

12/21/20	4/19/21	9/20/21	12/20/21	2/21/22	3/21/22	4/18/22	11/21/22	01/30/23
X	X	X	X	X	A	A/E	X	X

X – Member in attendance

A – Member absent

A/E – Member absent/excused



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH**

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Name: Mr. Patrick S O'Bryant		Date: 12/14/2022 5:18:59 PM	
Home Address:	131 W 4th Ave TALLAHASSEE, FL 32303	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 559-0298	Do you own property in the Tallahassee City Limits?	Yes
Email:	patrickobryanttlh@gmail.com	How many years have you lived in Leon County?	16

(EMPLOYMENT INFORMATION)

Employer:	Messer Caparello, P.A.	Work Address:	2618 Centennial Place TALLAHASSEE, FL 32303
Occupation:	Attorney		
Work/Other Phone:	(850) 553-3469		

(OPTIONAL)

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

Race:	Gender:	Age:
District:	Disabled?	

(RESUME AND REFERENCES)

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

Name:	Brian Mimbs	Name:	
Address:	890 Dogwood Drive, Havana FL 32333	Address:	
Phone:	(850) 545-8532	Phone:	

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

If Yes, on what Committee(s) have you served? *Advisory Committee for Quality Growth*

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Employed by a university or local school system.
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☒ Resident of Leon County

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

Signature: *Mr. Patrick S O'Bryant*

The application was electronically sent: 12/14/2022 5:18:59 PM

Patrick O'Bryant

131 W. 4th Avenue | Tallahassee, FL 32303 | 850-559-0298 | patrickobryanttlh@gmail.com

Education	Harvard Law School, J.D.	May 2018
	Florida State University, B.S., <i>summa cum laude</i>	May 2015
Experience	Messer Caparello, P.A. Associate, Tallahassee, FL	March 2021 - Present
	<ul style="list-style-type: none"> Provide legal assistance and counsel on a variety of litigation matters, with a focus on elections, ethics, and business law. 	
	Holland & Knight Associate, Tallahassee, FL	October 2018 – February 2021
	<ul style="list-style-type: none"> Provided legal assistance and counsel on a variety of litigation matters, including federal constitutional challenges, antitrust, contract disputes, false claims act, employment discrimination, complex commercial arbitration, while also counselling clients regarding Health Insurance Portability and Accountability Act (HIPAA) compliance. 	
	Holland & Knight Summer Associate, Tallahassee, FL	May 2017 – July 2017
Community Involvement	<ul style="list-style-type: none"> Conducted research and prepared legal memoranda on a variety of litigation matters 	
	Office of Senator Orrin Hatch U.S. Senate Committee on Judiciary Law Clerk, Washington, DC	May 2016 – August 2016
	<ul style="list-style-type: none"> Performed legal research and prepared legal memoranda on issues ranging from patent venue, to Holocaust expropriated art, to the ideology of Supreme Court justices, and to the COO of Facebook, Sheryl Sandberg Analyzed legislative and legal issues in preparation for hearings and committee meetings Prepared written statements and questions for the Senator to read in hearings and on the Senate floor 	
	Leadership Tallahassee's 2022 Leadership Pacesetter	Award Recipient
	CESC, Inc. Board Member	January 2022 - Present
	Tallahassee Citizens Police Review Board Member	October 2021 – Present
	Alzheimer's Project, Board Member	September 2021 - Present
	Leadership Tallahassee, Class 39 Member	August 2021 – May 2022
	United Way of the Big Bend, Emerging Leaders 2021 - 2022 Community Engagement Chair	June 2021 – Present
	Tallahassee Chamber of Commerce Community & Prosperity Committee Member	February 2021 – Present
	Leon County Advisory Committee on Quality Growth Committee Member	February 2020 – Present
	2020 Knights Creative Communities Institute Catalyst, Class Chair	January 2020 – January 2021
	Access Tallahassee Advisory Council Member, 2021-2022 Chair	September 2019 – Present

***LEON COUNTY ADVISORY COMMITTEE ON QUALITY GROWTH
ATTENDANCE REPORT***

Committee Name: Advisory Committee on Quality Growth

Committee Member Name: Patrick O'Bryant

Appointment Date: 1/28/2020

End Term: May 31, 2023

12/21/20	4/19/21	9/20/21	12/20/21	2/21/22	3/21/22	4/18/22	11/21/22	01/30/23
X	X	X	X	X	X	A	X	A

X – Member in attendance

A – Member absent

A/E – Member absent/excused



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Jerry Hosey		Date: 2/7/2023 9:55:30 PM	
Home Address:	1507 Twin Lakes Circle TALLAHASSEE, FL 32311-4134	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	No
Home Phone:	(850) 272-9075	Do you own property in the Tallahassee City Limits?	No
Email:	jerrybhosey2@gmail.com	How many years have you lived in Leon County?	5

(EMPLOYMENT INFORMATION)

Employer:	Florida Department of Business & Professional Regulation	Work Address:	2601 Blair Stone Road Tallahassee, FL 32311-4134
Occupation:	Attorney		
Work/Other Phone:	(850) 717-1229		

(OPTIONAL)

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

Race: White	Gender: M	Age: 33
District: District II	Disabled? No	

(RESUME AND REFERENCES)

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

Name: Jesse Dyer	Name:
Address: 8801 Pathstone Boulevard Pensacola, Florida 32526	Address:
Phone: (386) 679-5962	Phone:

Resume Uploaded? Yes

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

Please note that I am interested in serving on any of the committees of which you will have me, as well as, multiple committees.

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

If yes, please explain ***I am not sure. I work for the state and I am not sure if they do business with the county.***

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

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

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- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☒ Resident of Leon County

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

Signature: *Mr. Jerry Hosey*

The application was electronically sent: 2/7/2023 9:55:30 PM

Jerry Hosey

1507 Twin Lakes Circle, Tallahassee, Florida 32311
850-272-9075 • jerrybhosey2@gmail.com

EDUCATION

St. Thomas University School of Law, Miami Gardens, Florida

Juris Doctor, cum laude

May 2015

Class Rank: Top 20%

Honors: American Bankruptcy Institute Medal of Excellence; American College of Bankruptcy 11th Circuit, Distinguished Law Student Award, Finalist; St. Thomas School of Law Merit Scholarship; Dean's List (4 semesters); CALI Book Awards: Constitutional Law, and Bankruptcy.

Activities: Orientation Mentor (2013 – 2014); The Federalist Society, President (2014-2105), Student Bar Association, *3L Senator*, *Elections Commissioner*, and *Budget Committee* (2014 – 2015).

Florida State University, Tallahassee, Florida

Bachelor of Science, Political Science and Interdisciplinary Social Sciences

May 2012

GPA: 3.35

Honors: Dean's List (4 semesters).

Activities: Kellum Hall Government, *President* (2008 – 2009).

EMPLOYMENT

Florida Department of Business & Professional Regulation, Tallahassee, Florida

Chief Attorney, Division of Condominiums, Time Shares & Mobile Homes June 2022- Now

- Chief legal counsel for the Division. Address legal inquiries from the Division and the public concerning Florida Statutes relating to condominiums, cooperatives, time shares, mobile homes, and yacht & ship brokers.
- Conduct research, evaluate and draft responses to Petitions for Declaratory Statements.
- Review complaints. Draft closing orders and Notices to Show Cause under various sections of Florida Statutes for the Division.
- Review complaints. Draft closing orders and administrative complaints against Community Association Managers under Florida Statutes.

Senior Attorney, Division of Alcoholic Beverages & Tobacco

November 2021- June 2022

- Review complaints. Draft closing orders and administrative complaints against licensees under various sections of Florida Statutes.
- Prosecute licensees in informal hearings with the Division of Alcoholic Beverages & Tobacco.
- Conduct research, evaluate and draft responses to Petitions for Declaratory Statements.

Kelley Kronenberg, Tallahassee, Florida

Associate Attorney

May 2021-October 2021

- Permanently Remote, working for the Tampa office.
- Represented clients in first party insurance defense litigation, including homeowner's insurance.
- Drafted pleadings, motions, discovery, conducted depositions, attended hearings, negotiated settlements, etc....

Cole, Scott & Kissane, P.A., West Palm Beach, Florida

Associate Attorney

October 2020- May 2021

- Represented clients in first party insurance defense litigation, including homeowner's insurance.
- Drafted pleadings, motions, discovery, conducted depositions, attended hearings, negotiated settlements, etc....

Derrevere Stevens Black & Cozad, West Palm Beach, Florida

Associate Attorney

October 2018- October 2020

- Represented clients in first party insurance defense litigation, including homeowner's insurance.
- Represented clients in third party insurance defense litigation, including construction defect.
- Drafted pleadings, motions, discovery, conducted depositions, attended hearings, negotiated settlements, etc....

Florida Department of Business & Professional Regulation, Tallahassee, Florida

Deputy Chief Attorney, Construction Unit

April 2018- October 2018

Assistant General Counsel, Construction Unit

October 2015- April 2018

- Supervised attorneys.
- Reviewed complaints. Drafted closing orders and administrative complaints against licensed construction contractors and other licensees under various sections of Florida Statutes.
- Prosecuted licensees before the Division of Administrative Hearings.
- Prosecuted licensees and represented the Department at Final Action hearings and Probable Cause Panel proceedings in front of the Florida Construction Industry Licensing Board, Florida Building Code Administrators & Inspectors Board, and the Florida Board of Professional Geologists.

Professional Affiliations

Florida Bar, Admitted September 2015

U.S. District Court, Northern District of Florida, Admitted January 2017

Awards/ Honors

Florida Trend Legal Elite "Top Government/Non-Profit Attorneys," July 2018

Florida Trend Legal Elite "Up & Comer", July 2019



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. JAMES N MCALLISTER		Date: 2/20/2023 11:57:08 AM	
Home Address:	1117 ALBRITTON DR. TALLAHASSEE, FL 32301	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 321-0812	Do you own property in the Tallahassee City Limits?	Yes
Email:	JAMESMC@GMAIL.COM	How many years have you lived in Leon County?	28

(EMPLOYMENT INFORMATION)

Employer:	OPPAGA, Florida Legislature	Work Address:	111 West Madison Street Room 312 Tallahassee, FL 32301
Occupation:	Legislative Policy Analyst		
Work/Other Phone:	(850) 717-0501		

(OPTIONAL)

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

Race:	White	Gender:	M	Age:	41
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	David Summers	Name:	Rory Harper
Address:	111 West Madison Street, Room 312	Address:	
Phone:	(850) 717-0555	Phone:	(205) 208-5892

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Employed by a university or local school system.
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☒ Resident of Leon County

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

Signature: *Mr. JAMES N MCALLISTER*

The application was electronically sent: 2/20/2023 11:57:08 AM



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
ADVISORY COMMITTEE FOR QUALITY GROWTH**

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Name: Mr. Gregory Turner		Date: 1/5/2023 1:00:26 PM	
Home Address:	2023 Bushy Hall Road Tallahassee, FL 32309	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 728-1522	Do you own property in the Tallahassee City Limits?	No
Email:	gregtu@comcast.net	How many years have you lived in Leon County?	21

(EMPLOYMENT INFORMATION)

Employer:	Florida State University	Work Address:	942 Learning Way Tallahassee, FL 32309
Occupation:	Human Resources		
Work/Other Phone:	(850) 644-7986		

(OPTIONAL)

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

Race:	Black or African American	Gender:	M	Age:	55
District:	District II	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Keithan Mathis	Name:	William Langley
Address:	1111 Eureka Court Tallahassee, Florida 32317	Address:	1903 Nekoma Court Tallahassee, FL 32304
Phone:	(850) 459-3868	Phone:	(850) 322-2610

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Employed by a university or local school system.
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☒ Resident of Leon County

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

Signature: *Mr. Gregory Turner*

The application was electronically sent: 1/5/2023 1:00:26 PM



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN
ADVISORY COMMITTEE**

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Name: Mrs. Lanisha L Thornton		Date: 3/16/2023 3:47:34 PM	
Home Address:	1355 Tuscaloosa Trce Tallahassee, FL 32305	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(850) 320-1064	Do you own property in the Tallahassee City Limits?	Yes
Email:	lanisha@runninbuzzbartending.com	How many years have you lived in Leon County?	23

(EMPLOYMENT INFORMATION)

Employer:	Florida Department of Revenue	Work
Occupation:	Revenue Specialist II	Address:
Work/Other Phone:		

(OPTIONAL)

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

Race:	Black or African American	Gender:	F	Age:	42
District:	District I	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Darice Richard- Mosley	Name:	Kadada Belford
Address:	2109 Evergreen Drive Tallahassee, FL 32303	Address:	
Phone:	(850) 528-2051	Phone:	(850) 491-3671

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

If yes, on what Committee(s) are you a member? **Member - Minority, Women, & Small Business Enterprise Citizen Advisory Committee President - Villas at Pine Forest Home Owners Association Board of Directors**

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

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members on this committee must be resident of Leon County.

Members must have experience in the membership eligibility listed below. Please indicate your area of expertise.

- ☐ Architecture
- ☐ Construction
- ☐ Engineering
- ☒ Community Member at-large

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

Signature: *Mrs. Lanisha L Thornton*

The application was electronically sent: 3/16/2023 3:47:34 PM

- Works effectively in a team environment with primary attorneys, paralegals and other attorneys.
- Draft pleadings, legal correspondence, letters, reports, etc.
- Transcribe dictation using Olympus Professional Dictation.
- Call clients, witnesses, lawyers, and outside vendors to schedule interviews, meetings, and depositions; and provide updates.
- Maintain attorneys' calendars, court schedules, and other case deadlines.
- Responsible for ensuring timely filing with the courts and assisting attorneys in preparation for court appearances.
- Open, maintain, and close paper and electronic filing systems, such as Firm Central.
- Gather and arrange evidence and other legal documents for attorney review and case preparation.
- Process invoices/check requests as needed
- Input attorney billing & timing data using Juris

Florida Department of Revenue-

10/2007-03/2013

Admin Assistant II -General Counsel Office

- Support to the Exec Legal and Child support Legal unit
- Processed Public Records & Discovery requests while maintaining confidentiality
- Conducted fact-finding interviews & collect statements from taxpayers or Department employees
- Maintained case management and filing system (paper and electronic)
- Prepared and E-filed pleadings, affidavits or other legal correspondence as needed
- Certified to file Bankruptcy claims using PACER, CM/ECF in all US Bankruptcy Courts (94)
- Legal research using Westlaw
- Notary Public duties
- Processed travel arrangements & reimbursements
- Assisted with unit-wide inventory, property, and surplus
- Provided basic computer troubleshooting and onsite assistance to users with e-mail, desktop applications and other ISP related functions)

***Community
Involvement***

Villas at Pine Forest Homeowners Association

HOA President- Board of Directors

02/2015-present

- Manage daily, monthly, or quarterly affairs of the Association
- Maintain and update the Association bylaws and Covenants
- Prepare agenda meetings; and preside over all association and board meetings
- Liaison between the Homeowners, Board of Directors, and Association Management Company

Minority, Women, & Small Business Enterprise Citizen Advisory Committee

At-large Member

04/13/2021 – present

- Monitor the progress of the MSWBE program relative to goals established by the Board of Commission
- Assist in giving input to the Blueprint Intergovernmental Agency and the MWSBE Division of the Office of Economic Vitality in the PLACE Department
- Reviewing/providing MWSBE policy alternatives, programmatic recommendations relatives to seeking resolution of disputes regarding Certification and Good Faith Effort

Skills:

Microsoft Office (Word, Excel, PowerPoint, Access, Outlook), typing at ~50 wpm, Legal Research, ADOBE, Written & Oral communication, E- Filings, Customer Service, Analytical skills

Education:

Bachelor of Science-Criminal Justice	Florida International University -Miami, FL	2012
Associate of Arts- Paralegal Studies	Keiser University -Tallahassee, FL	2009
Notary Public-Commission# FF148565	State of Florida	2014
HOA Board Member Certification	Villas at Pine Forest HOA/Peyton Bolin, PL	2018

References:

Available upon request

MWSBE Citizen Advisory Committee Attendance Record

Committee Name: MWSBE Citizen Advisory Committee

Committee Member Name: Lanisha Thornton

12/20/22	11/9/2022	8/24/2022	5/10/2022	9/8/2021
X	X	X	X	X

X – Member in attendance.
A – Member absent
A/E – Member absent/excused
MC – Meeting cancelled
TE- Term Expired

Additional Information or Remarks:



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN
ADVISORY COMMITTEE**

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Name: Mrs. Danielle Andrews		Date: 4/6/2023 10:04:05 AM	
Home Address:	2111 Harriet Drive Tallahassee, FL 32303	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(727) 433-2402	Do you own property in the Tallahassee City Limits?	Yes
Email:	danielleandrews0217@gmail.com	How many years have you lived in Leon County?	5

(EMPLOYMENT INFORMATION)

Employer:	Self-Employed	Work Address:	1648-B Metropolitan Circle Tallahassee, FL 32303
Occupation:	Real Estate Broker		
Work/Other Phone:	(850) 391-7337		

(OPTIONAL)

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Race:	Black or African American	Gender:	F	Age:	29
District:		Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Carrie Edgerson	Name:	
Address:	4481 Rivers Landing Drive Tallahassee, FL 32303	Address:	
Phone:	(309) 340-2222	Phone:	

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

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

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

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

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

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

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

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

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

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

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Members on this committee must be resident of Leon County.

Members must have experience in the membership eligibility listed below. Please indicate your area of expertise.

- ☐ Architecture
- ☐ Construction
- ☐ Engineering
- ☒ Community Member at-large

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

Signature: *Mrs. Danielle Andrews*

The application was electronically sent: 4/6/2023 10:04:05 AM

Danielle Andrews

Danielle possesses a Bachelor of Arts Degree in Political Science from the University of Central Florida, a Master of Science in Education Policy and Evaluation from Florida State University, and an Education Specialist Degree in Education Leadership from Arkansas State University.

Danielle has been a business owner since 2016. Owning and operating multiple real estate related businesses. Most notably, Danielle is the Broker and Owner of Realty ONE Group Next Generation; a full-service real estate brokerage in Tallahassee, FL. The opening of this firm made Danielle Realty ONE Group's first Black female franchisee in the state of Florida. As well as the youngest Realty ONE Group franchisee in the Florida.

Danielle is also a loving wife to her husband De'Garryan and mom to a an almost two-year son, Omri. She is a member of the Nu Omega Omega Chapter of Alpha Kappa Alpha Sorority, Incorporated and enjoys spending time with her family, volunteering, trying new restaurants, watching movies, and exercising in her free time.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN
ADVISORY COMMITTEE**

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Name: Mr. Jean Raymond Calixte		Date: 1/13/2023 3:19:56 PM	
Home Address:	3331 Lenox Mill Rd Tallahassee, FL 32309	Do you live in Leon County?	Yes
		Do you live within the City limits?	Yes
		Do you own property in Leon County?	Yes
Home Phone:	(804) 943-4605	Do you own property in the Tallahassee City Limits?	Yes
Email:	Mr.calixte1@gmail.com	How many years have you lived in Leon County?	3

(EMPLOYMENT INFORMATION)

Employer:	The Department of Environmental Protection	Work Address:	3900 Commonwealth Blvd., MS 585 Tallahassee, FL 32309
Occupation:	Project/Grant Manager		
Work/Other Phone:	(850) 245-2065		

(OPTIONAL)

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Race:	Black or African American	Gender:	M	Age:	42
District:	District II	Disabled?	Yes		

(RESUME AND REFERENCES)

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

Name:	Marcel Lucian	Name:	Miguel Hendry
Address:	1994 River landing Circle, Lawrenceville, GA 30046	Address:	
Phone:	(407) 914-8631	Phone:	(706) 888-2063

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

(COMMITTEE QUESTIONNAIRE)

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

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

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

Members on this committee must be resident of Leon County.

Members must have experience in the membership eligibility listed below. Please indicate your area of expertise.

- ☐ Architecture
- ☐ Construction
- ☐ Engineering
- ☒ Community Member at-large

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

Signature: *Mr. Jean Raymond Calixte*

The application was electronically sent: 1/13/2023 3:19:56 PM

Jean Raymond Calixte

Tallahassee, FL | 804-943-4605 | mr.calixte1@gamil.com | www.linkedin.com/in/raymond-calixte-mba-dml

Accomplished manager of operations with 13 years of experience in project management, workforce optimization, logistics oversight, grants administration, budget analysis, resource allocation, and quality control. Proficient in managing short- and long-term work volumes while analyzing patterns and accurately reporting forecasted performance in the government/public sector. Excellent communication, leadership, analytical, and interpersonal competencies

Professional Experience

Department of Environmental Protection | Tallahassee, FL Community Assistance Consultation | October 2022 - Present

- Deliver technical assistance to 89 grantees in preparing applications throughout the grants and contracts process as land managers with public access to acquired properties, maintaining 100% process implementation
- Brainstorm ideas to implement procedures for grantees with 100% compliance to grant agreements and provide public access to the properties, increasing grant funding by 50% within the first month
- Review and revise the rule to define compliance and provide tools to implement, saving \$250,000 in non-compliance penalties
- Plan and conduct 3 workshops weekly with administered grant programs and verify the eligibility of grant expenditures in furtherance of approved grant projects with 100% data integrity
- Streamline applications for local government state agencies for grant-in-aid assistance for the land and Water Conservation Fund Program and Florida Recreation Development Assistance Program.
- Develop and maintain positive business relationships with team members, stakeholders, and business partners across the enterprise, resulting in increased satisfaction survey results

Inventory Management Specialist | August 2021 - Present

- Managed inventory of 2430 inventory items with a 99% accuracy rate through the implementation of a new ordering and management system
- Achieved 100% inventory accuracy rate through effective use of physical inventory counts and implementing 15 new inventory control systems
- Diminished the company's exposure to supplier risk by creating an audit program to verify suppliers are meeting quality standards
- Established and maintained the formal property of record; company budgets; managed hand receipts, and used a barcode reader to conduct inventories with 100% accuracy
- Performed effective inventory asset management to create and execute property transfer reports as per all accountable property guides

Senior Logistic Coordinator and Liaison Officer | November 2019 - March 2021

- Spearheaded, coordinated, and supervised the disposition of over \$1.5 million dollars of military equipment supplies and assets during combat operations reducing the expenditure budget by 36%
- Oversaw over \$680M worth of military equipment by managing tactical and non-tactical vehicle assets and preparing monthly presentations on the fleet to ensure that 98% of all vehicles were always operational
- Supervised the movement and logistical support for 4000+ re-deployers, contractors, and personnel over 3+ continents while coordinating a joint task force to request air and ground transportation in the theatre of operations
- Developed, implemented, and organized the movement tracking system training which provided 100% location accuracy and combat effectiveness on the battlefield

Assistant Inspector General and Liaison Officer | May 2016 - November 2019

- Composed and developed monthly and quarterly reports detailing mission progress while providing the inspector general with a continuing objective assessment of assistance and investigation of cases
- Directed and assisted the operations of 117,000+ soldiers and DA civilians by reviewing and processing inspector general action requests with 100% accuracy
- Monitored and coordinated all actions relating to assistance and investigation within the USARPAC area of responsibility, working closely with the inspector general to accomplish operational and command objectives
- Expedited assistance to soldiers, civilians, and family members of the military community by developing and maintaining relationships to foster key partnerships

Logistic Training Department | Fort Lee, VA

First-Line Supervisor | December 2012 - May 2016

- Trained and supervised 43 employees in the company's customer services process, achieving a reduction in customer service-related complaints by 50%
- Supervised the implementation of new technology to improve workflow within the department and reduce employee turnover by 35%
- Monitored call quality, call times, and other metrics to ensure high-quality standards are met

Additional Experience

Wasden, DE | Senior Logistic Coordinator and Liaison Officer

Schweinfurt, DE | Logistics Manager and Movement Officer

Mainz, DE | Military Intelligence Logistic Coordinator

Baumholder, DE | Logistics Manager

Core Competencies

Conflict Management, Secret Clearance, Risk Mitigation, Material Management, Time Management, Supply Chain Management, Analytical Thinking, Attention to Detail, Budgeting, System (GCSS-Army) Enhanced (PBUSE), Contract and Grant writing, Project Manager, PMP, Planner

Master of Business in Project Management, University of Mary

Bachelor of Arts in Criminal Justice, Saint Leo University

Associate in Arts in Liberal Arts, University of Maryland

Master Leader Course, Army Logistics University

Senior Leader Course, Army Logistics University

Advance Leader Course (Honor Graduate), Army Logistics University



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY
COMMITTEE**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov.
Applications will be discarded if no appointment is made after two years.

Name: Mr. Eddie Luis Gonzalez Loumiet		Date: 8/2/2022 9:56:02 AM	
Home Address:	1934 WILLOW RUN DR Tallahassee, FL 32312	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(185) 057-0824	Do you own property in the Tallahassee City Limits?	No
Email:	eddie@ruvos.com	How many years have you lived in Leon County?	14

(EMPLOYMENT INFORMATION)

Employer:	Ruvos	Work
Occupation:	CEO	Address:
Work/Other Phone:		

(OPTIONAL)

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

Race:	Hispanic or Latino	Gender:	M	Age:	42
District:	District II	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Corrie Melton	Name:	James Taylor
Address:	300 E. Park Avenue Tallahassee, FL 32301	Address:	300 W Pensacola St. Tallahassee, FL 32301
Phone:	(850) 224-8116	Phone:	(850) 518-0432

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

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Members on this committee must be resident of Leon County.

Members must have experience in the membership eligibility listed below. Please indicate your area of expertise.

- ☐ Architecture
- ☐ Construction
- ☒ Engineering

Please explain: **Health care technology/engineering**

- ☒ Community Member at-large

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

Signature: *Mr. Eddie Luis Gonzalez Loumiet*

The application was electronically sent: 8/2/2022 9:56:02 AM

Eduardo Gonzalez Loumiet MBA, PMP, CPHIMS

SENIOR TECHNOLOGY EXECUTIVE

Talented, self-starter, value-driven professional offering more than 15 years of experience in corporate leadership, business strategy, innovation and project management. Successful experience in enterprise data integration and continuity of operations. Verifiable track record in increasing performance through dynamic leadership, strategic planning, process design and technology innovation. Adept at meeting stringent deadlines on a consistent basis. Equally adept in capitalizing on interpersonal and technology skills to create unique blend of innovative solutions and products while pushing creative envelope. Thrive on opportunities to drive people, processes and technology. Outstanding presentation skills and extensive project leadership experience.

Offer international experience; have routinely traveled to remote locations throughout the world to work with business leadership and project management teams. International projects include Antigua, Vietnam, Panama, Venezuela, Canada, and Ecuador. Possess passion for emerging high-tech business solutions. Additional professional strengths and areas of expertise include:

- Program / Project Management
 - Social Media
 - Public Speaker
 - Market Research & Analysis
 - Vendor Management
 - HIPAA / HITECH
 - Entrepreneurial Leadership
 - Public Relations
 - Influential Presentations
 - Strategic Planning
 - Account Management
 - Cloud Computing
 - Brand Management
 - Event Leadership
 - Budget Preparation
 - Strategic Partnerships
 - Emerging Technologies
 - Business Continuity / Disaster Recovery
-

PROFESSIONAL EXPERIENCE

CEO – Ruvos (formerly known as UberOps)

Tallahassee, Florida | July 2008 - Present

Responsible for all of the company's worldwide sales and operations. Leading the continued development of the company's strategic growth, including partnership and supplier relationships, ensuring flexibility in response to an increasingly demanding marketplace. Created and maintained relationships with the CDC, APHL, HHS, ONC, CSTE, NAPHSIS and health departments across the nation. Provided fiscal, strategic and operational leadership to ownership of the company. [Interview on roles and responsibilities at UberOps](#).

- ◆ Managed the creation and maintenance of the company Business Plan and creation of innovative corporate growth strategy.
- ◆ Led implementation of effective social networking and branding strategy.
- ◆ Led analysis of financial statements, employee costs analysis, sales and activity reports, and other performance data to measure productivity and goal achievement and to determine areas needing cost reduction and program improvement.
- ◆ Managed the successful litigation and settlement of Uber Operations v. Uber Technologies.
- ◆ Managing rebranding from Uber Operations to Ruvos.
- ◆ Project Manager and/or Advisor on several high-profile healthcare IT projects. (**Projects listed below**)

Projects through Ruvos:

Client: Association of Public Health Laboratories

Role: AIMS Platform Team Leader

Location: Tallahassee, Florida

Dates: July 2008 - Present

Summary:

Project Manager for the CDC and Association of Public Health Laboratories sponsored Route-not-Read (RnR) laboratory information exchange hub project (now known as the [AIMS Platform](#)).

- ◆ Managing the AIMS Platform developers and team members (over 20 team members).
- ◆ Leading collaboration between the AIMS Platform and laboratory exchange trading partners: 200+ trading partners including 50 Public Health Laboratories/Agencies, Quest, PAML, USAF, US Navy, hospitals and vendors across the US.
- ◆ Attended and presented at the CDC's Public Health Information Network Conference on multiple occasions. See below for specific speaking engagements.
- ◆ Managing the enrollment of trading partners for secure message transport of Meaningful Use data (ELR, Syndromic Surveillance, Immunizations)
- ◆ Managed migration of servers to Amazon Web Services (AWS) cloud.
- ◆ Use cases that are part of AIMS include: ELR, PHLIP, LIMS/LRN, Zika, ELIMS, NMI, PHIZ, ECR, Rabies ELR, VPD, STEVE.

Client: Texas Department of State Health Services

Role: Project Manager

Location: Austin, Texas

Dates: August 2008 – Present

Summary:

Project Manager for the CDC sponsored Pandemic Influenza (H1/N1) Grant with the Texas Department of State Health Services, Florida Department of Health, Commonwealth of Virginia and Mexico.

- ◆ Led the collaboration between Texas, Florida, Virginia, Mexico and their respective Laboratory Information Management System teams.
- ◆ Led the design and creation of the integration layer architecture for the Texas Department of State Health Services.
- ◆ Managed the data integration team efforts using Mirth, Rhapsody, PHIN-MS, Starlims, and LabWare.
- ◆ Led the H1N1 project for surge capacity information exchange between Florida and Texas for the Public Health Laboratory Interoperability Project (PHLIP).
- ◆ Advisor to the Texas Health Services Gateway (HSG) leadership team.

Client: Florida Department of Health

Role: Project Lead

Location: Tallahassee, Florida

Dates: July 2008 – Present

Summary:

Project leader and Advisor for the award-winning Florida Department of Health - Data Integration Team, responsible for all data movement and message translations within the agency in addition to other state and federal organizations. Provide operational and project leadership to improve efficiencies, create positive results and client satisfaction.

- ◆ Team lead for the Newborn Screening ELO and ELR electronic interface project.
- ◆ Team lead for Nationwide Health Information Network (NwHIN) and DIRECT connectivity pilot project.
- ◆ Team lead for the Public Health Laboratory Interoperability Project (PHLIP).
- ◆ Managed PHIN-MS Route-not-Read Hub implementation for ELR and Syndromic Surveillance.
- ◆ Led the successful completion of Office of Trauma Secure FTP Pilot throughout Florida.
- ◆ Supported the Department's HealthVision's (Lawson) Cloverleaf migration from Solaris to Linux.
- ◆ Supported the strategy for the Florida Health Information Network (FHIN/FHIE) grant submission process.
- ◆ Liaison to Program Management Office.
- ◆ Project Manager for the State Health Information Exchange Cooperative Agreement and Epidemiology & Lab Capacity Grant (ELC) focusing on Meaningful Use (MU) and HL7 2.5.1.
- ◆ Liaison to Laboratory Technology Infrastructure Assistance Team for Public Health (LTIAPH).
- ◆ Led information exchange project with AlertHealth, Southeastern National Tuberculosis Center, Florida State University, DACCO, and BayCare (eClinical Works)
- ◆ Project Manager for the Electronic Test Order and Result (ETOR) Salmonella project with the CDC.
- ◆ Project Manager for the Public Health Information Exchange (PHIX) CDC open source implementation.

Client: Hillsborough County Health & Social Services

Role: Enterprise Architect

Location: Hillsborough County, Florida

Dates: September 2010 – July 2012

Summary:

Enterprise Architect for the Hillsborough County Health and Social Services eligibility system selection process

- ◆ Negotiated and closed the contract between Uber Operations and the Hillsborough County Health and Social Services.
- ◆ Reviewed and edited draft specifications and Request for Proposal (RFP).
- ◆ Reviewed community action case management eligibility system functions and operations through discussions with HSS and IT staff.
- ◆ Reviewed related documents regarding data capture, edits, database items, systems requirements, and processes, forms and defined reports.
- ◆ Planned data migration and data conversion plans.

Client: TPJ Systems, Inc.

Role: Project Manager

Location: Tallahassee, Florida

Dates: September 2009 – November 2010

Summary:

Project Manager for the Phoebe Ministries laboratory interface and hospital integration project.

- ◆ Managed all facets of the project using PMP standards.
- ◆ Worked with Health Network Labs and OnBase on planning the integration with Phoebe's Mirth integration broker.
- ◆ Managed the interface development between the hospital, document management, laboratory and radiology vendor, MobilexUSA.
- ◆ Managed the Mirth 2.0 upgrade.
- ◆ Organized and led weekly meetings with team from across the United States.

FOUNDER – GONZALEZ LOUMIET GROUP

Tallahassee, Florida | January 2011 - 2016

Started a consulting company focused on business advisory, technology advisory, and public relations. Provide customized services to small and medium-sized companies and nonprofits. Clients/Projects listed below:

- | | |
|--|-------------------------|
| ◆ Business Continuity Management Professionals | ◆ Sea Island Trading |
| ◆ SimpleEMR | ◆ Marchena Translations |
| ◆ Trans Caribbean Marketing | ◆ ePhinity |
| ◆ DRsmart | ◆ AeroClinica |
| ◆ Florida Hispanic Association | ◆ #TeamTCB |

Affiliated Professor – EMORY UNIVERSITY ROLLINS SCHOOL OF PUBLIC HEALTH

Atlanta, Georgia | May 2018 - Present

[Professor for the Executive Masters in Public Health program](#). Teaching Public Health Technology Systems and Architectures including:

- ◆ Project Management
- ◆ Cloud Computing
- ◆ Data Integration
- ◆ Cybersecurity
- ◆ Meaningful Use
- ◆ Business Continuity/Disaster Recovery

Adjunct Professor - FLORIDA A&M UNIVERSITY

Tallahassee, Florida | August 2014 - Present

Adjunct Professor for Division of Allied Health Services Graduate Program. Teaching Health Information Technology, Healthcare Quality Management and Healthcare Strategy with focus on:

- ◆ Project Management
- ◆ Healthcare Administration
- ◆ Cloud Computing
- ◆ Data Integration
- ◆ Cybersecurity
- ◆ Meaningful Use
- ◆ System Design
- ◆ System Analysis

PROGRAM / PROJECT MANAGER – STANFORD FINANCIAL GROUP

Antigua, West Indies | May 2002 - July 2008

Based at Stanford International Bank, headquartered in Antigua, West Indies. Served as Program/Project Manager for multi-million-dollar projects overseas including Antigua, Panama, Venezuela and Canada. Also served as the Disaster Coordinator and created and implemented a revolutionary Business Continuity/Disaster Recovery Plan.

- ◆ Managed analysis and comparison of more than 80 core banking applications, including iFlex, Jack Henry, and SAP.
- ◆ Led negotiations to purchase TEMENOS banking application and managed its successful migration and implementation.
- ◆ Managed Datapro Banking System implementations.
- ◆ Successfully managed credit card processor implementation of Credomatic and Procesa Online Credit Card Statement Systems.
- ◆ Served as Project Manager for SWIFT Net 2 upgrade and health check.
- ◆ Played key role in Odyssey-Triple A wealth management system implementation.
- ◆ Played critical role in the opening of 4 branches in Panama City, Panama for Stanford Bank.
- ◆ Introduced and led successful implementation of FrontRange's HEAT - customer service application.
- ◆ Served as a Committee Member for Stanford Financial Group's worldwide deployment of ORACLE.
- ◆ Introduced and managed the implementation of MS SharePoint at Stanford International Bank.
- ◆ Led MS Project Server implementation.

INVESTMENT BANKING CONSULTANT – FLEETBOSTON FINANCIAL

Miami, FL | Summer 2001

Member of the Internet Strategy Department focused on the merger of Fleet Financial and Bank Boston, specifically the core banking system.

- ◆ Played key role in consolidation of e-banking systems and deployment in Latin America.
- ◆ Wrote computer program in Spanish, English, and Portuguese to create marketing materials for the company's mutual fund products.
- ◆ Organized two day-long training sessions on offshore products and retirement strategy.

- ◆ Exhibited tireless energy, positive attitude and constant willingness to learn and contribute.

PROFESSIONAL DEVELOPMENT

UNIVERSITY OF MIAMI, Coral Gables, FL – Executive MBA | 2007

LOYOLA UNIVERSITY, New Orleans, LA –BBA in Finance & Computer Information Systems | 2003

TULANE UNIVERSITY, New Orleans, LA – Portuguese | 1999-2002

FLORIDA CONSORTIUM FOR LATIN AMERICAN STUDIES, Rio de Janeiro, Brazil - Portuguese | 2000

- ◆ Amazon Web Services (AWS) Faculty Ambassador | 2019
- ◆ Amazon Web Services (AWS) Certified Cloud Practitioner | 2018
- ◆ Certified Project Management Professional (PMP), PMI ID: #1259313 since 2009 | In Good Standing until March 2024
- ◆ Certified Professional in Healthcare Information and Management Systems (CPHIMS) since 2012 | In Good Standing until March 2021
- ◆ Amazon Web Services (AWS) Total Cost and Cloud Computing Accreditation | 2015
- ◆ Amazon Web Services (AWS) Big Data on AWS Badge | 2015
- ◆ Amazon Web Services (AWS) Technical Accreditation | 2014
- ◆ Rhapsody Certification | May 2014
- ◆ Amazon Web Services (AWS) Business Accreditation | 2013
- ◆ HIPAA / HITECH Compliance Training | 2011
- ◆ FEMA IS-520 - Introduction to Continuity of Operations Planning for Pandemic Influenzas | 2011
- ◆ FEMA IS-100.HCb - Introduction to the Incident Command System (ICS 100) for Healthcare/Hospitals | 2011
- ◆ CDC / AMIA Meaningful Use Training | 2011
- ◆ Orion Rhapsody Training Level 1 | 2010
- ◆ Cloverleaf Certification Training Level I | 2009
- ◆ Center for Disease Control and Prevention, PHIN-MS Training | 2008
- ◆ FEMA Introduction of Incident Command System – ICS 100 | 2008
- ◆ FEMA National Incident Management System – IS 700 | 2008

HONORS, AWARDS & MENTIONS

- ◆ [Tallahassee business teams up with local organizations and celebrities to launch a NFT](#) | 2022
- ◆ [Tallahassee's final frontier? Launch Tally aims to acquire rocket or some other space symbol](#) | 2022
- ◆ [Ready for liftoff: Launch Tally embarks on mission to turn Tallahassee into a tech hub](#) | 2022
- ◆ ['Launch Tally' to Support Big Bend Tech Business](#) | 2022
- ◆ [Tallahassee techies are talking – and mobilizing – with Launch Tally initiative](#) | 2022
- ◆ [Local Tech Companies Come Together To Create Launch Tally Network](#) | 2022
- ◆ Launch Tally podcast [interview](#) | 2022

- ◆ [“The Tallahassee tech disconnect: Qualified candidates hard to come by for hidden sector”](#) | 2022
- ◆ ‘Nerds’ are cool, in demand and working to address Tallahassee’s tech gap | [Opinion](#) | 2022
- ◆ [Loyola University New Orleans Alumni Network](#) | 2021
- ◆ [Moving to the Cloud Signals a Bright Future for Public Health](#) | 2020
- ◆ Board Member of the Year - Early Learning Coalition | 2019
- ◆ Recognized as a top “20 under 40” young professionals in Tallahassee | 2019
- ◆ Florida Technology Council - Community Leader Award | 2018
- ◆ [“Breaking Through the Clouds: A Lab Guide to Cloud Computing”](#) White Paper | 2017
- ◆ Dandi Serial Entrepreneur Award | 2014
- ◆ [Interviewed](#) by WFSU / NPR on Startup Quest in North Florida | 2014
- ◆ Professional Services Award, Tally Latin Awards | 2014
- ◆ Certification of Appreciation, Florida Department of Health | 2013
- ◆ [Named to #HIT100 List \(#14\)](#) | 2013
- ◆ [Hispanic Executive Magazine](#) | April 2013
- ◆ LATISM - Best Latino Tech Entrepreneur | 2012
- ◆ [Named to #HIT100 List \(#58\)](#) | 2012
- ◆ [“Rising Star” under 40 by 850 Business Magazine](#) | 2012
- ◆ Named contributor for National eHealth Collaborative white paper
 - ◆ *Title: Health Information Exchange Roadmap: The Landscape and a Path Forward*
- ◆ Finalist, LATISM Latino2 Tech Awards
 - ◆ *Best Latino Innovator 2011*
 - ◆ *Best Latino in Technology (People’s Choice)*
- ◆ Interviewed by ABC27, WCTV for Florida Business & Entrepreneurship Summit | 2011
- ◆ Profiled and published on WiredLatinos.com | 2011
- ◆ Certificate of Appreciation, Tallahassee Hispanic Health Care Conference | 2010
- ◆ Outstanding Volunteer, Tallahassee Latino Professional Association | 2010
- ◆ Member Spotlight in the Tallahassee Latino Professional Association Blog | 2010
- ◆ Profiled in “Latino Rebranded” Blog | 2009
- ◆ Certificate of Appreciation, Federal Bureau of Prisons | 2009
- ◆ Profiled in “Being Latino” Blog | 2009
- ◆ Latinos in Information Sciences and Technology Association - D.C. Forum, Tech Achievers Award | 2009
- ◆ Profiled in the Loyola University New Orleans Magazine | 2009
- ◆ Certificate of Appreciation, Oregon Department of Human Services | 2008
- ◆ University of Miami - Recognized Student of the Year | 2007
- ◆ George F. Hixson Lifetime Award from Kiwanis International | 1998

SPEAKING ENGAGEMENTS

- ◆ [“Launch Tally” to support Big Bend Business](#) | 2022

- ◆ [Local Business Podcast](#) | 2022
- ◆ [Launch Tally](#) | March 2022
- ◆ TalTech Annual Meeting | November 2021
 - ◆ [Health IT Panel](#)
- ◆ Leon Works | September 2021
 - ◆ [K-12 Career Development](#)
- ◆ Thrive by Five | September 2021
 - ◆ [Early Education and Workplaces](#)
- ◆ How We Got Here, [Podcast](#) | September 2021
- ◆ Building Better Business Partnerships | October 2021
- ◆ Pinnacle EMS | August 2021
- ◆ Chamber Talent Forum | June 2021
- ◆ CareerSource Florida - Talent Innovation Summit | November 2021
 - ◆ Keynote Speaker
- ◆ APHL Annual Meeting | May 2021
 - ◆ [Moving Data at the Speed of a Virus](#)
- ◆ Gator Pit Entrepreneurship
 - ◆ [Entrepreneurship Tips](#)
- ◆ Florida A&M | April 2021
 - ◆ *Diversity and Inclusion*
- ◆ ABC27 - Big Bend Tech Business Hiring Through Pandemic
 - ◆ [Recording](#)
- ◆ Domi | March 2021
 - ◆ [Public Health and Entrepreneurship](#)
- ◆ Domi Station | March 2021
 - ◆ [Diversity & Inclusion](#)
- ◆ SYNAPSE Florida | March 2021
 - ◆ [Public Health and COVID-19](#)
- ◆ NAPHSIS Identity & Security Conference | December 2020
 - ◆ *Contact Tracing*
 - ◆ *Newborn Screening and Interoperability*
- ◆ Healthcare Innovation Summit Series
 - ◆ [The Florida Department of Health's Data Journey](#) | *December 2020*
- ◆ MIAMI LIVE 2020 by French American Chamber of Florida
 - ◆ *THE THRIVING FLORIDA BUSINESS MARKET / October 2020*
- ◆ Summit on Children | September 2020
 - ◆ Topic: [Early Learning Education](#)
- ◆ TalTech Alliance | September 2020
 - ◆ Topic: *COVID-19*
- ◆ National HIMSS | July 2020
 - ◆ Topic: [Leveraging HIT for COVID 19](#)
- ◆ South Florida HIMSS | July 2020

- ◆ *Topic: Leveraging HIT for COVID 19*
- ◆ The Children's Movement of Florida | June 2020
 - ◆ *Topic: [Bosses for Babies](#)*
- ◆ Tallahassee-Leon County Office of Economic Vitality | June 2020
 - ◆ *Topic: Panel on COVID-1*
- ◆ Tallahassee Chamber of Commerce | March 2020
 - ◆ *Topic: [Ruvos and COVID-19](#)*
- ◆ College of Communication & Information at Florida State University (FSU)
 - ◆ *Topic: Healthcare Technology and Coronavieus / COVID-19*
- ◆ Tallahassee Chamber of Commerce Podcast | February 2020
 - ◆ *Topic: [The Intersection of Healthcare and Technology](#)*
- ◆ Florida Trend and Office of Economic Vitality | October 2019
 - ◆ *Topic: Doing business in government tech*
- ◆ NAPHSIS - Systems and Interoperability Conference | October 2019
 - ◆ *Topic: Future of Data Management*
- ◆ Florida State University | October 2019
 - ◆ *Topic: Careers in Health Informatics Workshop*
- ◆ Domi Station | October 2019
 - ◆ *Topic: [Personal Readiness and Team Development for Entrepreneurs](#)*
- ◆ TalTech Alliance | August 2019
 - ◆ *Topic: Professional Development in the Tech Sector*
- ◆ [Public Health Informatics Conference \(PHI\)](#) | August 2018
 - ◆ *Topic: Enterprise Data Integration, Past, Present, Future*
 - ◆ *Topic: AIMS Community Town Hall*
- ◆ [APHL Annual Meeting](#) | June 2018
 - ◆ *Topic: Adventures in ETOR*
 - ◆ *Topic: AIMS Town Hall*
- ◆ NPR | April 2018
 - ◆ *Topic: [Public Health and Information Technology](#)*
- ◆ Startup Capital Podcast | December 2017
 - ◆ *Topic: [Local Tech, Global Impact](#)*
- ◆ APHL Annual Meeting | June 2017
 - ◆ *Topic: [AIMS Platform](#)*
 - ◆ *[Blog Post](#)*
- ◆ Google Startup Grind Interview | March 2017
 - ◆ *Topic: [Entrepreneurship](#)*
- ◆ Vietnamese Ministry of Health | March 2016 in Vietnam
 - ◆ *Topic: Data Standards and Exchange*
- ◆ International Conference on Emerging Infectious Diseases (ICEID) | August 2016
 - ◆ *Topic: New data systems/platforms for surveillance*
- ◆ CDC Public Health Informatics Conference | 2016
 - ◆ *[AIMS Overview](#)*

- ◆ APHL Annual Meeting | June 2015
 - ◆ *Topic: [Cloud Computing in Public Health](#)*
- ◆ APHL Newborn Screening HIT Workgroup
 - ◆ *Topic: [Hearing Testing and Data Integration](#)*
- ◆ TalTech Alliance Expo | March 2015
 - ◆ *Topic: The New Healthcare Cloud: Security and Privacy Basics*
- ◆ TalTech Alliance | February 2015
 - ◆ *Topic: Cybersecurity and Information Assurance*
- ◆ Public Health Informatics Conference | April 2014
 - ◆ *Topic: PHIN and Emergency Preparedness*
 - ◆ *Topic: Newborn Screening ELO / ELR*
- ◆ Healthcare IT Live Episode #22 | May 2, 2013
 - ◆ *Topic: [Healthcare IT – Data Integration and Information Exchange](#)*
- ◆ Secrets Behind Success Seminar – FAMU | April 18, 210
 - ◆ *Panel*
- ◆ Latinos In Social Media (LATISM) 2012 Conference | October 2012
 - ◆ *Topic: Connecting Healthcare through Technology and Innovation*
- ◆ HIMSS Latino Community | August 2012
 - ◆ *Topic: Public Health Lab Interoperability Project (PHLIP)*
- ◆ Infinity Healthcare Conference | April 2012
 - ◆ *Health IT Panel*
 - ◆ *Topic: Open Source and Health IT*
- ◆ Florida State University | April 2012
 - ◆ *Topic: Health Information Technology*
- ◆ Delta Sigma Pi Business Fraternity, Florida State University | April 2012
 - ◆ *Topic: Entrepreneurship Panel*
- ◆ Disaster Recovery Journal Conference | March 2012
 - ◆ *Topic: Pandemics and Technology*
- ◆ Delta Sigma Pi Business Fraternity, Florida State University | December 2011
 - ◆ *Topic: Prepare for the Real World!*
- ◆ National ELR Taskforce | October 2011
 - ◆ *Topic: Laboratory Information Exchange*
- ◆ Florida 2011 Business & Entrepreneurship Summit | April 2011
 - ◆ *Event Chairman*
 - ◆ *Moderator: Small Business Panel*
- ◆ ABC27 Tallahassee, Interview on business and entrepreneurship | April 2011
- ◆ Florida Hispanic Health Conference | November 2010
 - ◆ *Member of the Planning Committee*
 - ◆ *Topic: Moderating Health IT Panel*
- ◆ CDC Electronic Lab Surveillance Messaging Workgroup
 - ◆ *Topic: Route-not-Read Project and Electronic Lab Reporting| October 2010*
- ◆ CDC InfoLinks Presentation | July 2010

Topic: Pandemic Influenza Grant between Texas, Florida and the CDC

- ◆ Latinos in Information Sciences and Technology Association D.C. Forum | June 2010
Member of the Planning Committee
Topic: Moderating HIMSS Health IT Workshop.
- ◆ Florida Business and Entrepreneurship Forum | May 2010
Member of the Planning Committee
Topic: Moderating “Local Entrepreneurs Panel”
- ◆ Latinos in Information Sciences and Technology Association D.C. Forum | 2009
Topic: Health Care IT. Moderated panel with Jim Borland from the Social Security Administration.
- ◆ Latinos in Information Sciences and Technology Association New York Gala | 2009
Topic: Health Care IT and Latinos. On panel with Vish Sankaran from the Office of the National Coordinator (ONC) of Health IT
- ◆ CDC Public Health Information Network Conference | 2009
Topic: [PHIN-MS Route-not-Read Hub Health Information Exchange](#)
- ◆ Federal State Penitentiary, Tallahassee, Florida | 2009
Topic: A New Portrait of America

AFFILIATIONS

- ◆ Software Solutions Workgroup, Children’s Services Council, Leon County | 2022
- ◆ Founder, Launch Tally | 2022
- ◆ Scientific Committee, International Society for Infectious Diseases | 2021
- ◆ Board Member, Tallahassee Chamber of Commerce | 2021-Present
- ◆ Board Member, Loyola Alumni Association | 2021 - Present
- ◆ Board Member, Florida Association of Education of Young Children (FLAEYC) | 2021-Present
- ◆ Member, National Association for the Education of Young Children (NAEYC) | 2021-Present
- ◆ Member, Southern Early Childhood Association (SECA) | 2021-Present
- ◆ Board Member, DOMI Station | 2020 - Present
- ◆ Florida Advisory Council on Small and Minority Business Development | 2016 - Present
- ◆ Council Member, Business Partnership Advisory Council (BPAC), CareerSource Capital Region | 2015
- ◆ Founding Board Member, Florida Technology Council | 2015 - Present
- ◆ Member, Council of State and Territorial State Epidemiologists
- ◆ Florida A&M University HIIM Advisory Committee | 2014 - Present
- ◆ Florida A&M University CIS External Advisory Board | 2015 - Present
- ◆ Mentor, 3 Day StartUp – FSU | 2014
- ◆ Founder, AeroClinica | 2014
- ◆ Board Member, Early Learning Coalition of the Big Bend Region | 2013 - 2021
- ◆ Advisory Committee Member, Florida State University STEM Program | 2013
- ◆ Member and Contributor, National eHealth Collaborative | 2012
- ◆ National Coalition Member, Ready.Gov National Preparedness Coalition | 2011
- ◆ Board of Advisors, EncuentrosMED | 2011
- ◆ External Relations Co-Chair, HIMSS Latino Community | 2011

- ◆ Co-Founder, Fuse Tank | 2010
- ◆ Co-Founder, Business Continuity Management Professionals (BCMPros) | 2011
- ◆ Member, National Health IT Collaborative for the Underserved (NHIT) | 2010
- ◆ Board of Stewards, Open Health Tools | 2010
- ◆ Board of Advisors, National Latino Alliance on Health Information Technology | 2009-Present
- ◆ Florida President & Member of Board of Directors, Latinos in Information Sciences and Technology Association (LISTA) | 2009 - Present
- ◆ Past President, University of Miami - Alumni Tallahassee Club | 2008 - 2010
- ◆ Board Advisor, Florida Hispanic Professional Association | 2010
- ◆ Member, Loyola University, New Orleans, Alumni Association | 2002 - Present
- ◆ Member, Delta Sigma Pi, Professional Business Fraternity | 1998-Present
- ◆ Member, Belen Jesuit Preparatory, Alumni Association | 1998 - Present
- ◆ Volunteered in 30-day long Missionary Trip to the Dominican Republic | 1998 & 2001.

LANGUAGES

English, Spanish & Portuguese

From: [Eddie Gonzalez Loumiet](#)
To: [Mary Smach](#)
Subject: Re: MWSBE Citizens Advisory Committee
Date: Thursday, March 16, 2023 2:30:46 PM
Attachments: [image001.png](#)

EXTERNAL MESSAGE: Carefully consider before opening attachments or links.

Mary,

Thank you for the note. I am very interested. Please let me know if there is any additional information you need from me.

Thanks!

Eddie

Eduardo Gonzalez Loumiet, MBA, PMP, CPHIMS
CEO | [Ruvos](#)
eddie@ruvos.com | www.ruvos.com | c: 1-850-570-8248
www.WellConnector.com | www.LaunchTally.com

On Thu, Mar 16, 2023 at 2:17 PM Mary Smach <SmachM@leoncountyfl.gov> wrote:

Good Afternoon Mr. Gonzalez Louimet,

The County has an upcoming vacancy on the [MWSBE Citizens Advisory Committee](#), and we have your 2022 application on file. Are you still interested in being considered for this upcoming vacancy?

Please let me know at your earliest convenience.

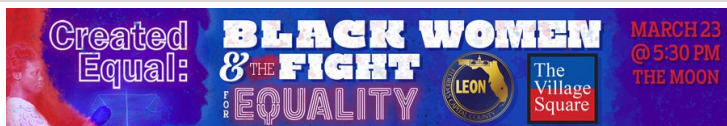
Regards,



Mary Smach
Agenda Coordinator
County Administration
301 S. Monroe St. | Tallahassee, FL 32301
(850) 606-5311 /work | (850) 606-5301 /fax
Smachm@leoncountyfl.gov

People Focused. Performance Driven.

Please note that under Florida's Public Records laws, most written communications to or from County staff or officials regarding County business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
VALUE ADJUSTMENT BOARD**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Gregory J. Cowan		Date: 12/8/2022 10:14:35 AM	
Home Address:	1415 Alshire Court Tallahassee, FL 32317	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(850) 509-7036	Do you own property in the Tallahassee City Limits?	No
Email:	gcowan0927@gmail.com	How many years have you lived in Leon County?	25

(EMPLOYMENT INFORMATION)

Employer:	State of Florida - Justice Administrative Commission	Work Address:	227 North Bronough Street, Suite 2100 Tallahassee, FL 32317
Occupation:	Senior Management Analyst		
Work/Other Phone:			

(OPTIONAL)

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

Race:	White	Gender:	M	Age:	56
District:	District V	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	India Helms	Name:	
Address:	6206 Stover Lane, Tallahassee, FL 32317	Address:	
Phone:	(850) 878-3827	Phone:	

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

If yes, on what Committee(s) are you a member? **Value Adjustment Board**

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

If Yes, on what Committee(s) have you served? **Community Human Services Partnership (CHSP)**

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

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

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

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

The County appointed citizen member must own homestead property in Leon County.

Do you own homestead property in Leon County? **Yes**

The School Board appointed citizen member must own a business occupying commercial space located within the school district. This person must, during the entire course of service, own a commercial enterprise, occupation, profession, or trade conducted from a commercial space located within the school district and need not be the sole owner.

Do you own a business occupying commercial space located within the school district? **No**

In accordance with F.S. § 194.015, citizen members may not be a member or employee of any taxing authority.

Are you a member or employee of any taxing authority? **No**

In accordance with F.S. § 194.015, citizen members may not represent property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.

Do you represent property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes? *No*

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

Signature: *Mr. Gregory J. Cowan*

The application was electronically sent: 12/8/2022 10:14:35 AM

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Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Summary

Certified Public Manager and Certified Six Sigma Green Belt. Proven effective leader in high pressure stressful environments. Effective communicator, presenter, writer, and instructor. Analytical thinker with excellent technical and computer skills. Strong work ethic and task oriented with a focus on integrity and service.

Contact Information

Office

227 North Bronough Street, Suite 2100
Tallahassee, Florida 32301
(850) 488-2415, extension 224 (Office)
greg.cowan@justiceadmin.org
<https://www.linkedin.com/in/gregory-j-cowan-cpm-66878839/>

Home

1415 Alshire Court South
Tallahassee, Florida 32317
(850) 509-7036 (Mobile)
gcowan0927@gmail.com

Education

Master of Arts, University of South Carolina
Sociology, May, 1991

Bachelor of Arts, University of West Florida
Social Sciences Interdisciplinary, April, 1989

Professional and Academic Interests

Criminal and Civil Justice
Budget and Operational Policy
Social and Economic Inequality

Judicial Administration
Emergency Management
Race and Ethnicity

Professional Experience

Senior Management Analyst, Justice Administrative Commission, Tallahassee, Florida, February 1, 2016 to Present.

Providing analytical and managerial expertise and working independently on a variety of policy, legislative, budget, planning, and operational matters. Specific duties include: leading strategic planning and process improvement efforts; serving as the agency's Records Management Liaison Officer (RMLLO); tracking and implementing Legislative issues; managing the online legal research contract; coordinating and planning statewide conferences; representing the agency during regional and statewide workshops and conferences; identifying and conducting research on issues of significance to the JAC; coordinating the agency's emergency management efforts; managing social media accounts; assisting the Executive Office with the researching, drafting, and preparation of reports.

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Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Consultant, *National Center for State Courts, Williamsburg, Virginia, June, 2009 to Present.*
(Part-time employment as projects warrant)

Serving as a national-level expert on court emergency management. Specific duties include: developing and writing grant proposals, reports, educational programs, and video scripts as requested; conducting literature reviews, interviews, and field research; presenting at national and international conferences; and assisting in the improvement of courts' capabilities to respond and recover from emergency events.

Budget Director, *Florida Clerks of Court Operations Corporation, Tallahassee, Florida, November 3, 2014 to September 30, 2015.*

Developing statewide budget policy and providing leadership and supervision within a team of budget managers to assist with the coordination, analysis and development of the clerk of court state budgeting processes. Specific duties include: providing independent leadership and supervision within the team of budget managers, developing statewide budget policies, analyzing funding needs, developing/evaluating objectives for budgets, overseeing budget instructions training, conducting technical reviews of clerk budget requests, monitoring the budget status for each clerk's office, providing budget training, conducting research, compiling information/data, preparing/reconciling periodic and special complex financial reports/presentations, serving as lead staff to clerks and staff workgroups.

Senior Budget Manager, *Florida Clerks of Court Operations Corporation, Tallahassee, Florida, September 1, 2009 to November 2, 2014. (Temporary assignment from the Leon County Clerk's Office in May, 2009 became permanent in September, 2009.)*

Developing statewide budget policy and providing leadership and supervision within a team of budget managers to assist with the coordination, analysis and development of the clerk of court state budgeting processes. Specific duties include: providing independent leadership and supervision within the team of budget managers, developing statewide budget policies, analyzing funding needs, developing/evaluating objectives for budgets, overseeing budget instructions training, conducting technical reviews of clerk budget requests, monitoring the budget status for each clerk's office, providing budget training, conducting research, compiling information/data, preparing/reconciling periodic and special complex financial reports/presentations, serving as lead staff to clerks and staff workgroups.

Assistant Courts Director, *Leon County Clerk of the Circuit Court, Tallahassee, Florida, June 1, 2007 to September 1, 2009.*

Providing departmental planning and management, business process mapping, and initiating improvement projects for the courts department. Specific duties included: assisting the director in coordinating activities of staff to insure continuing operations, maximizing productivity, and improving efficiency in the delivery of services to customers; coordinating technology and process improvement projects within the department, within the clerk's office, and with partner agencies and customers; preparing external reports on performance and budget; assuming second seat in the leadership of the 100 plus employees of the department; assuming

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Gregory J. Cowan, CPM, CSSGB

management responsibility for the department in the absence of the director; working independently with little supervision within established policies and procedures.

Court Operations Consultant, Florida Supreme Court, Office of the State Courts Administrator (OSCA), Court Services Section, Tallahassee, Florida, September 22, 2001 to May 31, 2007.

Assisting in the development of statewide policy for the judicial branch, staffing court committees, performing duties related to branch emergency preparedness efforts, and performing the duties related to development and maintenance of OSCA's website. Specific duties included: serving as the alternate emergency coordinating officer for the branch; serving as the branch representative with the State Emergency Response Team; serving as primary staff on the Florida Supreme Court Work Group on Emergency Preparedness, Work Group on Standards for Jury Panel Sizes, Task Force on the Management of Cases Involving Complex Litigation, and the Commission on District Court of Appeal Performance and Accountability; and creating and maintaining web pages.

Senior Court Analyst II, Florida Supreme Court, Office of the State Courts Administrator, Trial Court Funding Policy Section, Tallahassee, Florida, October 1, 2000 to September 21, 2001.

Assisting in the implementation of changes in court funding, staffing court committees, conducting audits and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: developing survey instruments; gathering data; analyzing data; planning and participating in audits; conducting training sessions; preparing and participating in presentations to committees; and creating and maintaining web pages.

Senior Court Analyst I, Florida Supreme Court, Office of the State Courts Administrator, Trial Court Funding Policy Section, Tallahassee, Florida, January 4, 2000 to October 1, 2000.

Assisting in the implementation of changes in court funding, staffing court committees, conducting audits and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: developing survey instruments; gathering data; analyzing data; planning and participating in audits; conducting training sessions; preparing and participating in presentations to committees; and creating and maintaining web pages.

Senior Court Analyst I, Florida Supreme Court, Office of the State Courts Administrator, Court Services Division, Tallahassee, Florida, May 1, 1998 to January 4, 2000.

Responsible for auditing Florida's Summary Reporting System (SRS), assisting in the staffing of court committees and performing the duties of the OSCA's Deputy Webmaster. Specific duties included: preparing and participating in field audits; compiling and analyzing data from the audits; writing audit reports; preparing and participating in presentations to committees; and creating and maintaining web pages.

Correctional Services Assistant Administrator, Florida Department of Corrections, Bureau of Sentence Structure, Tallahassee, Florida, February 7, 1997 to April 30, 1998.

Supervising the Court Orders section of the Florida Department of Corrections. Specific duties included: supervising the section's other employees; analyzing and processing all high priority

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Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

court orders (death row, releases, appellate court orders); regularly communicating with court staff, law enforcement, and the general public; and developing statistical tools to track the section's progress.

Correctional Probation Officer, Florida Department of Corrections, Probation and Parole Services, Panama City and Tallahassee, Florida, January 22, 1993 to February 1, 1996 and July 26, 1996 to February 7, 1997.

Monitoring and directing felony probationers. Specific duties included: developing supervision plans; coordinating probationer's activities; regularly interacting with the public; reporting probationer's activities to the court; testifying in court regarding probationers' compliance with court orders; coordinating and supervising a college intern program; and some investigative duties as described below.

Correctional Probation Officer -- Investigator, Florida Department of Corrections, Probation and Parole Services, Panama City, Florida, February 1, 1996 to July 26, 1996.

Collecting and reporting data regarding defendants' criminal histories and circumstances of current offenses pending before the court. Specific duties included: collecting information by means of NCIC, FCIC, and other automated systems; collecting information by means of personal contacts; analyzing criminal histories and current offenses as they related to Florida laws regarding sentencing guidelines; developing official records and sentencing documents; assisting in the development of a sentencing guidelines data base; developing a manual to be used by other officers in creating sentencing guideline scoresheets; and conducting training sessions with other officers regarding the specifics associated in creating sentencing guideline scoresheets.

Probation Counselor, Salvation Army, Corrections Department, Panama City, Florida, August 19, 1991 to January 21, 1993.

Monitoring and directing a misdemeanor case load. Specific duties included: developing and implementing a supervision plan; reporting offender progress to the courts; personally presenting violators to the court for consideration; directing offenders regarding the completion of their requirements; monitoring offender criminal activity; and interacting with others regarding the offenders under supervision.

Academic Experience

Adjunct Sociology Instructor, Bainbridge College, Division of Arts and Sciences, Bainbridge, Georgia, Summer, 1999 to Fall, 2000.

Instructing a college level academic course in sociology. Specific duties included: developing a course syllabus; reviewing current trends in the discipline; analyzing and interpreting statistical data; communicating concepts to the students; dealing with controversial subject matter; evaluating the progress of the students; developing course website; and administrative duties.

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Adjunct Sociology Instructor, *Gulf Coast Community College, Division of Social Sciences, Panama City, Florida, Fall, 1991 to Summer, 1996.*

Instructing a college level academic course in sociology. Specific duties included: developing a course syllabus; reviewing current trends in the discipline; analyzing and interpreting statistical data; communicating concepts to the students; dealing with controversial subject matter; evaluating the progress of the students; and administrative duties.

Graduate Assistant, *University of South Carolina, Department of Sociology, Columbia, South Carolina, Fall, 1989 to Spring, 1991.*

Assisting assigned professor in teaching, administrative and research responsibilities. Specific duties included: answering student questions; grading student progress; and proctoring exams and library research associated with professor's objectives.

Presentations

"Courts Emergency Management Technical Assistance Project." Facilitator along with Nathan Hall and Steve Berson as part of the Project on Continuity of Court Operations. National Center for State Courts. Panama City, Florida. September 21-30, 2020. (The project was conducted in multiple Zoom session.)

"Courts Emergency Management Technical Assistance Project." Facilitator along with Nathan Hall and Felix Bajandas as part of the Project on Continuity of Court Operations. National Center for State Courts. San Juan, Puerto Rico. December 18 and 20, 2019.

"Courts Emergency Management Technical Assistance Project." Facilitator along with Nathan Hall and Felix Bajandas as part of the Project on Continuity of Court Operations. National Center for State Courts. Saint Thomas, United States Virgin Islands. December 16 and 17, 2019.

"Emergency Management (EM): Communicating and Applying EM Concepts in a Non-EM Environment." Luncheon presentation to the Big Bend Chapter of the Florida Government Finance Officers Association. Tallahassee, Florida. August 16, 2019.

"Wine, Games, and Chocolate: A Sociological Review of Florida State University's Certified Public Managers Program." Level Eight Graduation for the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. Tallahassee, Florida. July 17, 2019.

"Emergency Management Lessons Learned Focus Group." Facilitator along with Nathan Hall, Steve Berson, and Justin Mammen as part of the Project on Continuity of Court Operations. National Center for State Courts. Denver, Colorado. April 12 and 13, 2019.

"Continuity of Operations Planning for the Courts and Legal Services Organizations." Panel discussion including Joseph Baxter, Justice Jorge Labarga, Nikole Nelson, Chief Justice Paul

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Reiber, Laura Tuggle, and The Honorable Jonathan Lippman (moderator). *Legal Services Corporation Disaster Task Force Field Hearing*. Miami, Florida. March 13, 2019.

“‘Keep the Courts Open’ Concepts and Elements in Court Emergency Management.” *Bailiffs and Warrant Officers Seminar*. Texas Municipal Courts. Austin, Texas. May 15, 2018.

“Emergency Management for Judicial Related Offices.” Justice Administrative Commission sponsored statewide webinar. November 30, 2017.

“Records Management Basics.” Presented jointly with Sandra Tuller. Florida Governmental Finance Officers Association sponsored statewide webinar. September 21, 2017.

“JAC Online Legal Research.” Presented jointly with Ann Whiting and other staff with LexisNexis. Justice Administrative Commission and LexisNexis sponsored statewide webinar. September 18, 2017.

“Strategic Planning for Disasters: Communicating and Implementing EM Principles in a Non-EM Governmental Entity.” *Florida Governmental Finance Officers Association Annual Conference*. Hollywood, Florida. June 25, 2017.

“Emergency Management: Applying Lessons from the Past to the Upcoming 2017 Hurricane Season and Beyond.” Presented jointly with Wayne Meyer. *Connect and Collaborate II: Justice Administrative Commission Training Conference*. Altamonte Springs, Florida. May 18, 2017.

“Justice Administrative Commission Overview and Clerk Related Issues.” Presented jointly with Alton L. “Rip” Colvin. *Florida Association of Court Clerks New Clerks Training*. Tallahassee, Florida. March 14, 2017.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Clearwater, Florida. August 17, 2016.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Tallahassee, Florida. August 11, 2016.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Crestview, Florida. August 10, 2016.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Gainesville, Florida. August 5, 2016.

“Overview of the Justice Administrative Commission and the Juror Cost Initiative.” *Regional Court Operations State Partners Workshop*. Palm Beach Gardens, Florida. July 25, 2016.

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"Keeping Justice Open." *Connect and Collaborate: Justice Administrative Commission Training Conference*. Altamonte Springs, Florida. May 4, 2016.

"Court Community Preparation: What Every Court Employee Needs to Know." *Mid-Atlantic Association for Court Management Mid-Year Conference*. Dover, Delaware. June 3, 2015.

"Communicating and Implementing Continuity Planning in a Non-EM Organization." *Florida Division of Emergency Management Continuity of Government - Continuity of Operations Workshop and Training*. Orlando, Florida. December 16, 2014.

"Budget Tips and Tools." Presented jointly with Joe Valentino, Chad Crews, and Chuck Stiles. *Florida Association of Court Clerks and Comptrollers Winter Conference*. Jacksonville, Florida. January 30, 2014.

"CCOC Presentation to New Court Clerks." Presented jointly with The Honorable Bob Inzer, The Honorable Stacy Butterfield, The Honorable Jeffery Smith, John Dew, Doug Isabelle, and Russ Duncan. *Florida Court Clerks and Comptroller New Clerks Training*. Key West, Florida. May 16, 2013.

"CCOC Presentation to New Court Clerks." Presented jointly with The Honorable Bob Inzer, John Dew, Joe Boyd, and Doug Isabelle. *Florida Court Clerks and Comptroller New Clerks Training*. Tallahassee, Florida. December 6, 2012.

"Communicating and Implementing Continuity Planning In a Non-EM Organization." *Florida Division of Emergency Management Continuity of Government - Continuity of Operations Workshop and Training*. Orlando, Florida. December 4, 2012.

"Continuity Planning and Guidance: Communicating Continuity Planning In a Non-EM Organization." *Federal Emergency Management Agency Continuity of Operations Strategic Planning Conference*. Rochester, New York. July 26, 2012.

"Clerks' Budget and Allocation." Presented jointly with The Honorable Bob Inzer and Doug Isabelle. *Florida Association of Court Clerks and Comptrollers Summer Conference*. Tampa, Florida. June 14, 2011.

"Emergency Management Planning." Luncheon presentation to the Tallahassee Chapter of the Institute of Internal Auditors. Tallahassee, Florida. September 23, 2010.

"Emergency Management: Courts and the Preservation of the Rule of Law." Presented jointly with Cynthia Easterling. Institute for Court Management. National Center for State Courts. Phoenix, Arizona. August 31-September 3, 2010.

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Gregory J. Cowan, CPM, CSSGB

"Clerks' Budget Process." Presented jointly with The Honorable Richard Weiss, Stacy Butterfield, John Dew, and Doug Isabelle. *Florida Association of Court Clerks and Comptrollers Summer Conference*. St Augustine, Florida. June 29, 2010.

"COOP and Pandemic Planning: Why and How." *National Association of Court Managers Mid-Year Conference*. Colorado Springs, Colorado. February 2, 2010.

"Emergency Management: Courts and the Preservation of the Rule of Law." Presented jointly with Cynthia Easterling. Institute for Court Management. National Center for State Courts. Melbourne, Florida. October 21-23, 2009.

"Emergency Planning in the Courts." Presented jointly with Justice Ian Cowan and Judge John Cleland. *Judges' Conference on Courts and Emergency Management*. Charlottetown, Prince Edward Island, Canada. October 5-6, 2009.

"COOP Planning: Maintaining the Rule of Law. Planning for a Pandemic within an All-Hazards Context." Video recording. National Center for State Courts. Williamsburg, Virginia. June 2, 2009. (See <https://drive.google.com/file/d/0B7H63B1fLtq3OU80LUV6WHVVOVv/view?usp=sharing>)

"COOP Planning: Maintaining the Rule of Law. State Courts and the 'Wars against Terror.'" Video recording. Institute for Court Management. National Center for State Courts. Williamsburg, Virginia. December 22, 2008.

"Emergency Management: Courts and the Preservation of the Rule of Law." Presented jointly with Marie Schlesinger. Institute for Court Management. National Center for State Courts. Houston, Texas. August 6-8, 2008.

"Keep the Courts Open – All-Hazards Court Emergency Preparedness Planning." *Annual Conference of the Texas Association for Court Administration*. San Antonio, Texas. October 12, 2007.

"Bioterrorism and All-Hazards Preparedness – Implications to the Legal Community: Are You Ready?" Presented jointly with Cecilia Rokusek, Daniel Stier, Patrick Sweeney, and Richard McNelis. Nova Southeastern University, School of Medicine. Fort Lauderdale, Florida. September 9, 2007.

"Emergency Preparedness and Security Workshop." Presented jointly with J.D. Gingerich, Pete Hollingsworth, and Carolyn Ortwein. Little Rock, Arkansas. September 6, 2007.

"Preparing for the Coming Influenza Pandemic." Presented jointly with Judge Janet Ferris. *Florida Conference of County Judges Annual Business Program*. Marco Island, Florida. July, 2007.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

“Courts and Calamities: Responding to Catastrophes.” Presented jointly with Judge Janet Ferris, Tom Hall, Judge Madeleine M. Landrieu, Shelia Simms, and Robin Wright. *Florida Conference of Circuit Judges Annual Business Program*. Marco Island, Florida. June, 2007.

“Emergency Preparedness.” *Chief Judges and Trial Court Administrators’ Education Program*. Fort Myers, Florida. May 24, 2007.

“The Courts, Public Health, and Legal Preparedness.” Presented jointly with Judge John Cleland, Francis Schmitz, Daniel Stier, and Patrick Sweeney. *Public Health Preparedness Summit*. Washington, DC. February 23, 2007.

“Disaster Planning.” Presented jointly with Adam Kilgore and Marta Schnabel. *National Organization of Bar Counsel Mid-Year Meeting*. Miami Lakes, Florida. February 9, 2007.

“Keep the Courts Open.” Presented jointly with Lisa Goodner. *Committee on the Judiciary, Florida Senate*. Tallahassee, Florida. February 6, 2007.

“Keep the Courts Open.” *Florida Association of Court Clerks Records Seminar*. Destin, Florida. January 26, 2007.

“Developing Your Court’s Response to Pandemic Flu.” Presented jointly with Carolyn Ortwein. *Western Conference of State Court Administrators Regional Workshop*. Napa, California. October 27, 2006.

“Surviving Successfully: Disaster and Business Continuity Planning.” Presented jointly with Jannet Lewis. *Court Solutions Conference*. Baltimore, Maryland. September 19 - 20, 2006.

“Florida Courts Continuity of Operations Plan.” *Emergency Public Health Legal Preparedness Seminar* (a session at The Florida Bar’s CLE Program). Tampa, Florida. September 15, 2006.

“Keep the Courts Open.” Presented jointly with Chief Judge Kim Skievaski. *2006 Annual Education Program of the Florida Conference of District Court of Appeal Judges*. Ponte Vedra Beach, Florida. September 12, 2006.

“Disaster Preparedness – Continuity of Courtroom Operations in a Crisis.” *American Bar Association Annual Meeting*. Honolulu, Hawaii. August 4, 2006.

“Court Security: Emergency Preparedness.” Presented jointly with Steve Steadman, John Voelker, Timm Fautsko, and Judy Cramer. *National Association of Court Managers Annual Conference*. Fort Lauderdale, Florida. July 9-13, 2006.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

"Panel Discussion: Pandemic Planning Issues for the Florida State Courts." *Florida State Courts Prepare: Planning for Pandemic as Part of an "All-Hazards" Approach*. Orlando, Florida. June 26, 2006.

"Keep the Courts Open." *Florida Association of Court Clerks Summer Conference*. Lake Buena Vista, Florida. June 20, 2006.

"The Courts: Guardians of Health and Liberty." Presented jointly with Judge Carolyn King, William Lehman, and Francis Schmitz. *The Public's Health and the Law in the 21st Century*. Atlanta, Georgia. June 12, 2006.

"Keep the Courts Open." *Florida Association of Court Clerks New Clerks Training*. Apalachicola, Florida. March 9, 2006.

"The Technology of Disasters: What you can learn about Court Emergency Preparedness from Hurricane Battered Florida." Presented jointly with Craig Waters and Alan Neubauer. *Court Technology Conference (CTC9)*. Seattle, Washington. September 14, 2005.

"Keep the Courts Open." *Florida State Courts Public Information Officer Conference*. Tallahassee, Florida. June 2, 2005.

"Emergency Preparedness in the Florida State Courts." *Florida Trial Court Administrators' Educational Program*. Amelia Island, Florida. December 11, 2004.

"Keeping the Courts Open After 7/1." Presented jointly with Charlotte Jerrett. *Florida Trial Court Administrators Round Table*. Amelia Island, Florida. December 7, 2003.

"Emergency Preparedness Plans: An Overview of Policy & Practice Issues." *9-11 Summit: Courts in the Aftermath of September 11th*. New York, New York. September 27, 2002.

"Emergency Preparedness Planning: A Workshop." *9-11 Summit: Courts in the Aftermath of September 11th*. New York, New York. September 27, 2002.

"Continuity of Operations Plan." *Florida State Courts Emergency Coordinating Officer Training*. Tampa, Florida. July 31 and August 1, 2002.

"Establishment of the Court Emergency Management Group and the Emergency Preparedness Process." *Florida State Courts Emergency Coordinating Officer Training*. Tampa, Florida. July 31 and August 1, 2002.

"Emergency Preparedness." *Florida Association of Court Clerks New Clerks Training*. Palm Coast, Florida. March, 2002.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Assisted Chief Justice Charles T. Wells, Florida Supreme Court and senior staff in presentations in each of the 20 judicial circuits. The presentation was entitled "Toward the Implementation of Revision 7," Fall, 2000 to Spring, 2001.

"The Effects of Dependency on Growth: An Initial Replication of Bornschier and Chase-Dunn's Transnational Corporations and Underdevelopment." *International Network for Social Network Analysis Annual Meeting*. Tampa, Florida. Fall, 1990.

Publications, Articles, and Letters

Cowan, Gregory J.; Colvin, Jr., Alton L. "Rip"; Mount, Lydia Rollins, et al. "Long-Range Strategic Plan 2023-2028." Florida Justice Administrative Commission. July 5, 2022.

Hall, Nathan; Mammen, Justin; Berson, Steven; Cowan, Gregory J.; Bajandas, Felix. "Courts Continuity of Operations (COOP) Planning Guide and Template." National Center for State Courts and State Justice Institute. January, 2021.

Cowan, Gregory J. "The Law of Parsimony and the Question Leaders Should Now be Asking." Posted to LinkedIn. January, 2021.

Cowan, Gregory J. "Value in Following the Science and Sticking to the Truth." Posted to LinkedIn. November, 2020.

Hall, Nathan; Bajandas, Felix; Cowan, Gregory J.; Berson, Steven. "The Judiciary of Puerto Rico, Courts Emergency Management Technical Assistance Project, Final Report." National Center for State Courts and State Justice Institute. April, 2020.

Cowan, Gregory J. "Court Emergency Management: Preparing for Events that Test Us and Change Us." Posted to LinkedIn. April, 2020.

Cowan, Gregory J. "Courts and COVID-19: A Strategic Perspective." Posted to LinkedIn. March, 2020.

Hall, Nathan; Bajandas, Felix; Berson, Steven; Cowan, Gregory J.; Mammen, Justin. "Courts Emergency Management 'Lessons Learned' Focus Group Report." National Center for State Courts and State Justice Institute. July, 2019.

Cowan, Gregory J. "COOP Mini: A Mini Guide to Continuity Planning at the Justice Administrative Commission." February, 2018.

Cowan, Gregory J. and Meyer, Wayne. "JAC's Emergency Management Collaboration Efforts." *The JAC Express*, volume VII, issue 4, page 3. July-August, 2016.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Cowan, Gregory J. and Meyer, Wayne. "JAC's Emergency Management Collaboration Efforts." *The JAC Informer*, volume VII, issue 4, page 3. July-August, 2016.

Cowan, Gregory J. "An Alternative Perspective to the Ethics Decision Rules and Application of this Alternative to Level IV of the Certified Public Manager Program." Exam submitted in completion of Level Four of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. August 18, 2016.

Cowan, Gregory J. and Vasquez, Veronica. "Records Management at the JAC – A Team Approach." *The JAC Informer*, volume VI, issue I, page 12. January-February, 2016.

Cowan, Gregory J. "The Concept of Leadership Defined and Applied in a Double Loop Learning Opportunity." Exam submitted in completion of Level Three of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. February 4, 2016.

Cowan, Gregory J. "Budget editorial does not speak for all members of community." *Tallahassee Democrat*, volume 110, issue number 258, page 4a. September 14, 2015.

Fautsko, Timothy F., Cowan, Gregory J., et al. "The Effects of Hurricane Sandy on State Courts in Pennsylvania, New Jersey, and New York Lessons Learned." National Center for State Courts and State Justice Institute. December 17, 2014.

Cowan, Gregory J. "Ebola Response: A Practical Approach for Court Administration." *Court Express*, National Association for Court Management, volume 15, number 4. November, 2014.

Cowan, Gregory J. "Ebola Response: A Practical Approach for Court Administration." American Judges Association (AJA) Blog. October 20, 2014.

Cowan, Gregory J.; Inzer, Bob; Dew, John, et al. "CFY 2014-15 Clerks' Proposed Budget Request." Florida Clerks of Court Operations Corporation. August 1, 2014.

Berson, Steve; Cowan, Gregory J.; Fautsko, Timothy F., et al. "Lessons Learned by the Courts in the Wake of Hurricane Sandy." Grant proposal submitted to the State Justice Institute. October, 2013. (Proposal was approved by the State Justice Institute in December, 2013.)

Cowan, Gregory J. "Don't buy that race is no longer a factor." *Tallahassee Democrat*, volume 108, issue number 187, page 4A. July 6, 2013.

Cowan, Gregory J. "An Interesting Subject." Exam submitted in completion of Level Two of the Certified Public Manager Program at the Florida Center for Public Management with Florida State University. March 18, 2013.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Cowan, Gregory J. "Reward dedication of state workers." *Tallahassee Democrat*, volume 108, issue number 38, page 5A. February 7, 2013.

Cowan, Gregory J. "Tax committee has chance to shape our future." *Tallahassee Democrat*, volume 107, issue number 363, page 5A. December 28, 2012.

Cowan, Gregory J.; Inzer, Bob; Dew, John, et al. "SFY 2013-14 Clerks' Legislative Budget Request." Florida Clerks of Court Operations Corporation. November 30, 2012.

Cowan, Gregory J. and Fautsko, Timothy F. "Coordination of State Level Emergency Management Operations Between the Executive and Judicial Branches of State Government from the National Center for State Courts." Grant proposal submitted to the State Justice Institute. July, 2012. (Proposal was not approved by the State Justice Institute but lead to the development of the later proposal approved by the State Justice Institute in December, 2013.)

Stier, Daniel D.; Nicks, Diane; Cowan, Gregory J. "The Courts, Public Health, and Legal Preparedness." *American Journal of Public Health*. volume 97, supplement 1, page S69. April, 2007.

Cowan, Gregory J. "Florida State Courts Strategy for Pandemic Influenza." March, 2006. (Written under the direction of the members of the Unified Supreme Court/Branch Court Emergency Management Group and additional attorneys with the Office of the State Courts Administrator. These efforts were recognized in July 2007 by the White House in the *National Strategy for Pandemic Influenza Implementation Plan One Year Summary*.)

Waters, Craig; Cowan, Gregory J.; Neubauer, Alan. "The Technology of Disasters: What You Can Learn about Court Emergency Preparedness from Hurricane-Battered Florida." *Court Technology Conference (CTC9)*. Seattle, Washington. September 14, 2005.

Cowan, Gregory J. and Youchock, Gregory. White Paper: "Standard Jury Panel Sizes and the Effects of Recent Reiteration of Jury Efficiency Measures." May 24, 2004.

Cowan, Gregory J. "Emergency Preparedness in the Florida Judicial Branch." *The Court Manager*, volume 19 issue 1, page 22. Spring, 2004.

Cowan, Gregory J. "OSCA Diversity Work Group Steadfastly Committed to Its Charge." *Full Court Press*, page 14. January-February, 2004.

Cowan, Gregory J. "Court Administration Prepares for July 1, 2004." *Full Court Press*, page 8. November- December, 2003.

Cowan, Gregory J. "Two Years Later – September 11th and the Florida State Courts." *Full Court Press*, page 2. September-October, 2003.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Cowan, Gregory J. and Long, Tom. White Paper: "9/11 Plus Two in the Florida State Courts: The Implementation of "Keep the Courts Open" and Future Efforts in Emergency Preparedness." September 11, 2003.

Cowan, Gregory J. and Youchock, Gregory. "Improving Florida's Jury System: Fiscal Necessity and Continued Responsibility." *Full Court Press*, page 3. July-August, 2003.

Cowan, Gregory J. "Lack of social imagination compounds the race issue." *Capital Outlook* volume 28, number 27, page 5A. July 10-16, 2003.

Cowan, Gregory J. "Tangible Accomplishment and Remaining Vulnerabilities: Emergency Preparedness in the Florida State Courts." *Full Court Press*, page 14. May-June, 2003.

Cowan, Gregory J. "Whites sometimes suffer for advocating racial equality." *Capital Outlook* volume 28, number 10, page 5A. March 6-12, 2003.

Cowan, Gregory J. "Racial insensitivity symptom of denial of human dignity." *Capital Outlook* volume 27, number 52, page 5A. December 26-January 1, 2003.

Cowan, Gregory J. "Wallace's words turned out to be more prophetic than King's." *Capital Outlook* volume 27, number 09, page 5A. February 28-March 6, 2002.

Cowan, Gregory J. "With all values comes a need to sacrifice that some shun." *Capital Outlook* volume 27, number 05, page 5A. January 31-February 6, 2002.

Cowan, Gregory J. "Let us not return to a philosophy that has already failed." *Capital Outlook* volume 26, number 49, page 7A. December 20-26, 2001.

Cowan, Gregory J. "Need for stability among moderate whites key to equality." *Capital Outlook* volume 26, number 45, page 5A. November 22-28, 2001.

Cowan, Gregory J. "Courts Prepare for Revision 7 Transition." *Full Court Press* volume 8, number 2, page 1. May-June, 2001.

Cowan, Gregory J. "Florida State Courts' New and Still Improving Web Site." *Full Court Press* volume 7 number 1, page 8. January-February, 2000.

Professional Memberships and Activities

Chair, Policy, Leadership, Strategic Planning, Personnel Subcommittee of the Conference Program Committee, Florida Government Finance Officers Association, July, 2019 to June, 2020.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Team Member, National Center for the State Courts' Project on Continuity of Court Operations, October, 2018 to Present.

Chair, Technology Subcommittee of the Conference Program Committee, Florida Government Finance Officers Association, July, 2017 to June, 2019.

Team Member, National Center for the State Courts' Project Assisting the Minnesota State Courts Develop a Continuity of Operations Plan, June, 2017 to February, 2018. (The project was successfully completed in January, 2018.)

Member, Florida Records Management Association, November, 2016 to December, 2017.

Member, Florida Government Finance Officers Association, April, 2016 to Present.

Team Member, National Center for the State Courts and State Justice Institute's Project for Documenting the Lessons Learned by the Courts in the Wake of Hurricane Sandy, January, 2014 to December, 2014. (The project was successfully completed in December, 2014.)

Member, American Sociological Association, May, 2011 to June 2015.

Staff, Budget Committee, Florida Clerks of Court Operations Corporation, September, 2009 to September, 2015.

Temporary Other Personnel Services (TOPS) Employee, National Center for State Court, June, 2009 to Present. (Transferred between active and inactive status as projects warrant.)

Team Leader and/or Member, Emergency Management Faculty Team, Institute of Court Management, National Center for State Court, December, 2007 to September, 2010.

Member, National Coalition for Emergency Management in the Courts, October, 2006 to September, 2007.

Staff, Task Force on the Management of Cases Involving Complex Litigation, Florida Supreme Court, September, 2006 to May, 2007.

Member, National Association for Court Management, May, 2006 to May, 2016.

Team Member, National Center for State Court's Project for the Kansas State Courts to Develop Statewide Standards for Security, Emergency Preparedness, Disaster Recovery, and Response to Pandemic Flu, February, 2006 to May, 2006.

Staff, Work Group on Standards for Jury Panel Sizes, Florida Supreme Court, September, 2004 to March, 2006.

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Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Staff, Commission on District Court of Appeals Performance and Accountability, Florida Supreme Court, October, 2002 to March, 2003.

Member, Diversity Work Group, Office of the State Courts Administrator, August, 2002 to February, 2004.

Member, Unified Court Emergency Management Group, Florida Supreme Court, May, 2002 to June, 2007.

Staff, Work Group on Emergency Preparedness, Florida Supreme Court, September, 2001 to March, 2002.

Professional Recognitions and Certifications

Lean Six Sigma Green Belt, Florida Sterling Council and ETS, inc., March, 2022.

Lean Six Sigma Advanced Yellow Belt, Florida Sterling Council and ETS, inc., August, 2018.

Certified Public Manager, The State of Florida, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, July, 2017.

Recognition by the White House in the *National Strategy for Pandemic Influenza Implementation Plan One Year Summary* for the March, 2006 publication "Florida State Courts Strategy for Pandemic Influenza." July, 2007.

Certificate of Appreciation, Awarded by Joseph P. Farina, Chief Judge, Eleventh Judicial Circuit, November 14, 2005.

Chief Justice's Commendation, Awarded by Barbara J. Pariente, Chief Justice, Florida Supreme Court, June 3, 2005.

Employee Recognition Award, Awarded by Lisa Goodner, State Courts Administrator, Office of the State Courts Administrator, October, 2004.

Chief Justice's Commendation, Awarded by Harry Lee Anstead, Chief Justice, Florida Supreme Court, August 12, 2002.

Professional Development

Currently underway - Lean Six Sigma Black Belt, ets, Inc., Tallahassee, Florida, July 7, 2022 to January 20, 2023. (This training is conducted in multiple Zoom sessions.)

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Lean Six Sigma Green Belt, ets, Inc., Tallahassee, Florida, December 7, 2021 to March 30, 2022.
(This training was conducted in multiple Zoom sessions.)

The Sterling Management System: A Framework for Achieving and Sustaining Performance Excellence, Florida Sterling Council and ets, Inc., Tallahassee, Florida September 6, 2018.

Project Management, Florida Sterling Council and ets, Inc., Tallahassee, Florida August 6, 2018.
(Audited training on November 16-17, 2021 in preparation for Lean Six Sigma Green Belt.)

DMAIC (Define-Measure-Analyze-Improve-Control), Florida Sterling Council and ets, Inc., Tallahassee, Florida July 13, 2018. (Audited training on November 4-5, 2021 in preparation for Lean Six Sigma Green Belt.)

Lean Six Sigma Yellow Belt, Florida Sterling Council and ets, Inc., Orlando, Florida, June 1, 2018.
(Audited training on October 5-6, 2021 in preparation for Lean Six Sigma Green Belt.)

Lean Six Sigma White Belt, Florida Sterling Council and ets, Inc., Tallahassee, Florida, March 26, 2018.

Contemporary Issues in Public Management, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, July, 2017.

Advanced Leadership Program, Florida Sterling Council, Orlando, Florida, June 2, 2017.

Policy Perspectives, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, April, 2017.

A System Focus, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, January, 2017.

IS-120.A: An Introduction to Exercises, Emergency Management Institute, Federal Emergency Management Agency, Distance Learning, January, 2017.

Records Management Seminar, Florida Department of State, Division of Library and Information Services, Tallahassee, Florida, October 27, 2016.

Social Change and Its Impact on Public Management, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, September, 2016.

Managing Organizational Effectiveness, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, July, 2016.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Leadership MA Lite Program, Florida Sterling Council, Orlando, Florida, June 3, 2016.

Understanding Internal Control, The Government Finance Officers Association of the United States and Canada, Distance Learning, April 20, 2016.

Records Management: Basics, Disaster Preparedness, Vital Records, and Electronic Records Management, Florida State University, Distance Learning, March 30, 2016.

Management of Organizational Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, April, 2013.

Management of Group Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, February, 2013.

Management of Individual Performance, Certified Public Manager Program, The Florida Center for Public Management at Florida State University, Tallahassee, Florida, March, 2009.

Community Involvement

Board Member, Capital Area Healthy Start Coalition, Inc., November, 2022 to Present.

Member, Diversity, Equity and Inclusion (DEI) Committee, Rotary, District 6940, February, 2021 to June 30, 2022.

Member, League of Women Voters of Tallahassee, August, 2019 to Present.

Member, Board of Directors (Serving as Club Administration Chair), Rotary Club of Tallahassee, Club Number 4255, July, 2017 to June, 2019.

Member, Leon County Value Adjustment Board, May, 2017 to Present.

Member, District Leadership Team (Serving as the Youth Services Coordinator), Rotary, District 6940, July 1, 2016 to August 5, 2019.

Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, December, 2015. (Deliberations were completed on December 8, 2015.)

Member, Board of Directors (Serving as the Youth Services Director), Rotary Club of Tallahassee, Club Number 4255, July 1, 2015 to June 30, 2017.

Rescue Animals Subcommittee Chair, Community Services, Rotary Club of Tallahassee, Club Number 4255, July 1, 2015 to August 5, 2019.

November, 2022
Curriculum Vitae

Gregory J. Cowan, CPM, CSSGB

Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, March, 2015 to May, 2015. (Deliberations were completed on May 7, 2015.)

Team Member, Citizens Review Team, Community Human Service Partnership with City of Tallahassee, Leon County and the United Way of the Big Bend, March, 2014 to May, 2014. (Deliberations were completed on May 6, 2014.)

Member, Leon County Human Services Grants Review Committee, December, 2013 to December, 2015.

Mentor, Leon County School System, October, 2013 to December, 2013.

Volunteer, City of Tallahassee-Animal Services Center, March, 2013 to March, 2020.

Member, Capital Tiger Bay Club, January, 2013 to June, 2015.

Member and Paul Harris Fellow, Rotary Club of Tallahassee, Club Number 4255, December, 2012 to August, 2019.

Member, Economic Club of Florida, November, 2012 to June, 2015.

Volunteer, Guardian ad Litem, Florida Second Judicial Circuit, Late 1990's (specific dates unknown).

LEON COUNTY VALUE ADJUSTMENT BOARD ATTENDANCE REPORT

VAB Member Name: Gregory Cowan

8/7/ 17	1/23/ 18	8/8/ 18	2/12/ 19	8/6/ 19	1/28 /20	8/19 /20	2/23 /21	8/31 /21	2/8/ 22	8/25 /22	2/7/ 23
X	X	X	X	X	X	X	X	X	X	X	X

X – Member in attendance.

A – Member absent

A/E – Member absent/excused

MC – Meeting cancelled

TE- Term Expired

Additional Information or Remarks:

- Mr. Cowan was appointed in May of 2017.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS
CITIZEN COMMITTEE APPLICATION
VALUE ADJUSTMENT BOARD**

It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at (850) 606-5300 or by e-mail at smachm@leoncountyfl.gov. Applications will be discarded if no appointment is made after two years.

Name: Mr. Parker Hutson DeWitt		Date: 4/20/2023 11:57:27 PM	
Home Address:	2640 Onyx Trail Tallahassee, FL 32303	Do you live in Leon County?	Yes
		Do you live within the City limits?	No
		Do you own property in Leon County?	Yes
Home Phone:	(941) 993-9683	Do you own property in the Tallahassee City Limits?	No
Email:	pdewitt@thf-cpa.com	How many years have you lived in Leon County?	6

(EMPLOYMENT INFORMATION)

Employer:	Thomas Howell Ferguson	Work Address:	2615 Centennial Blvd, Ste 200 STE 200 Tallahassee, FL 32303
Occupation:	Accountant		
Work/Other Phone:	(850) 521-3145		

(OPTIONAL)

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

Race:	White	Gender:	M	Age:	23
District:	District II	Disabled?	No		

(RESUME AND REFERENCES)

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

Name:	Dawna Bunker	Name:	
Address:	2615 Centennial Blvd STE 200	Address:	
Phone:	(850) 668-8100	Phone:	

Resume Uploaded? Yes

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

(COMMITTEE QUESTIONNAIRE)

IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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

If yes, please explain *I believe my accounting firm does Audit work for the County, although I am not involved in the engagement*

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

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

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

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

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? **No**

The County appointed citizen member must own homestead property in Leon County.

Do you own homestead property in Leon County? **Yes**

The School Board appointed citizen member must own a business occupying commercial space located within the school district. This person must, during the entire course of service, own a commercial enterprise, occupation, profession, or trade conducted from a commercial space located within the school district and need not be the sole owner.

Do you own a business occupying commercial space located within the school district? **No**

In accordance with F.S. § 194.015, citizen members may not be a member or employee of any taxing authority.

Are you a member or employee of any taxing authority? **No**

In accordance with F.S. § 194.015, citizen members may not represent property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.

Do you represent property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes? *No*

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

Signature: *Mr. Parker Hutson DeWitt*

The application was electronically sent: 4/20/2023 11:57:27 PM



EDUCATION

Master of Business Administration | University of the People

APRIL 2023-PRESENT

Bachelor of Science in Interdisciplinary Social Sciences | Florida State University

JUNE 2017 – APRIL 2021

Primary Concentration: Economics | Secondary Concentration: Public Administration

Minor: Entrepreneurship | Certificate in Emergency Management and Homeland Security



FULL-TIME EXPERIENCE

Staff Accountant, Client Accounting Services | Thomas Howell Ferguson P.A. CPAs |

JUNE 2021 – PRESENT

Perform outsourced bookkeeping services | Utilize QuickBooks, BILL & Expensify software daily | Prepare financial statements and reports | Manage Accounts Payable and Accounts Receivable | Prepare monthly bank and credit card reconciliations | Communicate daily with clients | Prepare and file State Sales Tax | Prepare Payroll

Night Auditor | Springhill Suites | Tallahassee, FL

NOVEMBER 2020 – JUNE 2021

Performed nightly backup and audit process | Addressed guest concerns and questions | Managed check-in/check-out of guests | Oversaw entire property overnight



LEADERSHIP

President | Florida State Chapter of the Delta Chi Fraternity | Tallahassee, FLs

DECEMBER 2019 – DECEMBER 2020

Led Chapter of over 100 members | Oversaw Executive Board of 9 members | Managed \$100,000 semesterly budget | Directed weekly chapter meetings | Liaised between the University, and International Headquarters

V.P. of Risk Management | Florida State Chapter of the Delta Chi Fraternity | Tallahassee, FL

NOVEMBER 2018 – DECEMBER 2019

Directed the Judicial Board | Implemented risk management policies | Ensured accountability within the Chapter | Oversaw security of Chapter property | Member of the Executive Board



COMMUNITY INVOLVEMENT

Big Brother Mentor | Big Brothers Big Sisters of the Big Bend | Tallahassee, FL

JUNE 2021 – PRESENT

Drummer | Cornerstone Community Church | Perry, FL

JUNE 2021- JUNE 2022

Member | Florida State University Marching Chiefs | Tallahassee, FL

AUGUST 2017 – JANUARY 2019



SKILLS AND CERTIFICATIONS

- Notary Public, State of Florida
Commission # HH 197928
Expires November 14, 2025
- Proficient in Microsoft Office
- 7+ years of part-time experience in customer service industry

Leon County
Board of County Commissioners
Notes for Agenda Item #24

Leon County Board of County Commissioners

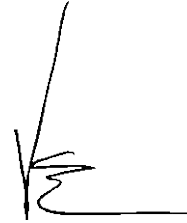
Agenda Item # 24

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

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



Review and Approval:	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator Scott Ross, Director, Office of Financial Stewardship Shington Lamy, Director, Office of Human Services & Community Partnerships
Lead Staff/ Project Team:	May Swartz, Assistant County Attorney Kim Vickery, Real Estate Manager Jelani Marks, Housing Services Manager

Statement of Issue:

As required by Florida Statutes, this Public Hearing considers a proposed resolution adopting an inventory list of County-owned properties deemed appropriate for affordable housing.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the first and only public hearing and adopt the Resolution adopting the inventory list of County-owned property appropriate for affordable housing (Attachment #1).

Report and Discussion

Background:

Section 125.379, Florida Statutes (F.S.), requires Florida counties to prepare an inventory, no less than every three years, of county-owned real property within its jurisdiction that is appropriate for use as affordable housing and, following a public hearing, to adopt a Resolution that includes an inventory list of such properties. The Board most recently adopted its inventory list of Affordable Housing Parcels with the adoption of Resolution No. R21-61 at a public hearing on December 14, 2021.

Analysis:

The County's Real Estate Policy No. 16-5 (Real Estate Policy) adopts the statutory requirement by directing the County's Real Estate staff to present a list of the County's affordable housing parcels to the Board for review at a public hearing, no less frequently than every three years. Upon the Board's adoption of the Resolution containing the inventory list of affordable housing parcels, the Real Estate Policy provides a streamlined process for the sale of those parcels in accordance with the statutory guidelines.

Upon adoption of the Resolution (Attachment #1), the County Administrator may direct the Real Estate staff to proceed with the private sale or lease of any such affordable housing parcel, requiring no published notice calling for bid. The sale or lease is subject to the Real Estate Policy's appraisal report requirements and the County Administrator's scope of authority. In addition, pursuant to Section 125.379(2) F.S., such sale or lease is subject to the following limitations:

- The proceeds must be used to purchase real estate for the development of affordable housing or to increase the County's fund earmarked for affordable housing;
- It may proceed with a restriction that requires the development of such affordable housing parcel as permanent affordable housing;
- It may proceed as a donation of such affordable housing parcel to a nonprofit housing organization for the construction of permanent affordable housing; or
- Alternatively, the affordable housing parcel may be made available by the County for use in the production and preservation of permanent affordable housing, including, but not limited to, the lease of such affordable housing parcel pursuant to any of the County's affordable housing programs.

The Real Estate Policy further provides that the Housing Finance Authority of Leon County (HFA) has the right of first refusal to cooperate with the County in the sale or lease of the County's affordable housing parcels by contributing to the County's costs associated with preparing the affordable housing parcels for sale or lease. In exchange, the net sale proceeds (after deducting the County's direct costs) are paid to the HFA for affordable housing programs and services.

The following provides a status of the affordable housing inventory list:

- Twenty-eight parcels remain on the inventory list from previous years, see Attachment #1 - Exhibit A - “Certified Affordable Housing List”. Of the remaining parcels, five will be available for sale upon structure removal. And five parcels remain allocated for the Community Land Trust.
- Since the adoption of the most recent affordable housing inventory in December 2021, the County has successfully coordinated the sale of 12 Certified Affordable Housing parcels, allowing the County to provide \$64,968 to the HFA. The current arrangement with the HFA was established in 2018, and as of December 31, 2022, 100 parcels have been sold with \$601,131 in proceeds being transferred to the HFA to assist with affordable housing initiatives. These funds are available for providing tax credit matching funds to eligible affordable housing projects. In addition, the HFA provides \$50,000 annually to the Leon County Housing Division to assist with the housing repair program.

Real Estate staff, in coordination with Housing Services staff have identified 15 County-owned properties appropriate to be added to the Affordable Housing inventory. These are identified in Attachment #1 - Exhibit B - “Pending Affordable Housing List” which is submitted for Board review and adoption. All 15 parcels will be available for sale once the Board adopts the list in Exhibit B and designates for use as affordable housing. Once adopted, Exhibits A and B to the Resolution will comprise the complete 2023 Affordable Housing Inventory List.

The Board’s adoption of the 2023 Affordable Housing Inventory List will help promote the County’s affordable housing programs and continue to provide a streamlined process for the properties to be returned to the tax rolls.

The Public Hearing has been advertised consistent with Florida Statutes (Attachment #2).

Options:

1. Conduct the First and Only Public Hearing and adopt the Resolution adopting the inventory list of County-owned properties appropriate for affordable housing (Attachment #1).
2. Conduct the First and Only Public Hearing and do not adopt the Resolution adopting the inventory list of County-owned properties appropriate for affordable housing.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Resolution adopting the inventory list of County-owned property appropriate for affordable housing, with Exhibit A - Certified Affordable Housing List, and Exhibit B - Pending Affordable Housing List
2. Notice of Public Hearing

LEON COUNTY RESOLUTION NO. 23-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, PURSUANT TO SECTION 125.379, FLORIDA STATUTES, ADOPTING AN INVENTORY LIST OF ALL REAL PROPERTY WITHIN ITS JURISDICTION TO WHICH THE COUNTY HOLDS FEE SIMPLE TITLE THAT IS APPROPRIATE FOR USE AS AFFORDABLE HOUSING.

RECITALS

WHEREAS, pursuant to Section 125.379, Florida Statutes, the County must prepare an inventory list no less frequently than every three years of all its real property owned in fee simple that is appropriate for use as affordable housing, including the address and legal description of each such property and whether it is vacant or improved; and

WHEREAS, the Leon County Board of County Commissioners (the “Board”) must review such inventory list at a public hearing and may revise it at the conclusion of the public hearing; and

WHEREAS, the Board previously held such a public hearing on December 14, 2021, after which it adopted Resolution 21-61 which adopted thirty (30) properties deemed to be appropriate for use as affordable housing, bringing the total number of parcels to 40 at that time.

WHEREAS, many of those 40 parcels have since been disposed of by sale or donation to benefit the County’s affordable housing activities consistent with the statutory requirements and guidelines; and

WHEREAS, specifically, since the adoption of Resolution 21-61, County staff has coordinated and completed the successful sale of twelve (12) affordable housing parcels; and

WHEREAS, twenty-eight (28) affordable housing parcels remain from the December, 2021, inventory list, see Exhibit “A” (the “Certified Affordable Housing List”); and

WHEREAS, an additional fifteen (15) parcels are now designated appropriate for use as affordable housing and are hereby added to the inventory list, see Exhibit “B” (the “Pending Affordable

Housing List”); and

WHEREAS, the collective list of affordable housing parcels has been prepared for presentation to the Board for its review at a public hearing at the regularly scheduled Board meeting on April 11, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, assembled in regular session this April 11, 2023, pursuant to Section 125.379, Florida Statutes, the Board having reviewed at a public hearing the inventory lists attached hereto as Exhibits “A” and “B”, which collectively comprise the “Affordable Housing List”, and includes all County properties owned in fee simple that have been reviewed and determined to be appropriate for use as affordable housing, and the Board having considered any and all comments received from the public for such public hearing and having made such revisions as deemed appropriate, the Board hereby adopts the Affordable Housing list and hereby directs that the properties on such list be disposed of in accordance with Section 125.379, Florida Statutes.

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

LEON COUNTY, FLORIDA

By: _____
Nick Maddox, Chair
Board of County Commissioners

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

By: _____

1
2
3 APPROVED AS TO FORM:
4 Chasity H. O’Steen, County Attorney
5 Leon County Attorney’s Office
6
7 By: _____

EXHIBIT A
Certified Affordable Housing List

Parcel	Tax ID	Legal Description	Address	Vacant/ Improved
1	1605510070020	COLLINS SUB LOT 2 LESS R/W BLOCK 7 DB 105/223	Moccasin Gap Rd	Vacant
2	4123120000080	RAINBOW ACRES UNREC LOT 8 (LS RDWAY EASEMT) OR 991/1884 1213/2035	1424 Balboa Dr	Vacant
3	4123120001150	RAINBOW ACRES UNREC LOT 115 OR 1293/881 1915/642	Craft St	Vacant
4	4123120001140	RAINBOW ACRES UNREC LOT 114 OR 1293/882 1915/642	1446 Craft St	Vacant
5	4123120000270	RAINBOW ACRES UNREC LOT 27 OR 988/2139 1296/2183 1297/992 OR 1311/462 2458/1640	1401 Balboa Dr	Vacant
6	4123120000420	RAINBOW ACRES UNREC LOT 42 OR 1376/1840	4107 Cowan Dr	Vacant
7	213107 H0320	DEERTREE HILLS 31 1N 1W LOT 32 BLOCK H OR 1212/2060	5295 Key Deer Dr	Vacant
8	41023507B0000	BLOXHAM HEIGHTS RESUB LOT 7-B OR 153/339 1373/1668 1548/411	Mccaskill Ave	Vacant
9	113168 A0190	MAGNOLIA OFFICE CENTER LOT 19 (LESS N 20 FT) BLOCK A OR 974/305 1140/1170	460 Office Plaza Dr	Vacant
10	412422 A0230	LANDMARK SUBDIVISION 24 1S 1W LOT 23 BLOCK A	279 Ayers Ct	Vacant
11	3107203070000	7 1S 1E .114 A IN SE 1/4 OF NW 1/4 OR 1380/302	Red Arrow Rd	Vacant
12	331740 E0120	FOREST GROVE LOT 12 BLOCK E OR 1311/103 1548/2111 1605/690 OR 2370/2390	9523 Lance Rd	Vacant
13	1407202430000	7 2N 1E .17 A IN E 1/2 OF W 1/2 OR 1792/1527 PR 93-180	Hollybrook Trl	Vacant
14	2117206060000	17 1N 1W .50 A IN NE 1/4 OF SW 1/4 OR 1144/157	Robinson Oak Dr	Vacant
15	3107202120000	7 1S 1E .36 A IN SE 1/4 OF NE 1/4 OF NW 1/4 OR 44/491 493	Mexico Ln	Vacant
16	1225204150000	25 1N 2E 3.01 A IN E 1/2 OF E 1/2 OF SE 1/4 OR 962/2081 1969/1675	851 Footman Ln	Vacant
17	3308206310000	8 2S 1E 1.0 A IN E 1/2 OF SW 1/4 OR 1218/1011 ERROR IN DEED	1513 M And T Rd	Vacant
18	412680 K0150	YONS LAKESIDE ESTATES 2ND ADDITION LOT 15 & S 20 FT OF LOT 16 BLOCK K OR 1844/919	5012 Saray Way	Vacant

19	223519 A0090	WINDY HILL ESTATES UNREC 35 1N 2W .40 A LOT 9 BLOCK A OR 1808/200 2092/1119 2164/618 620	7567 Maige Ln	*Improved
20	2235202100000	35 1N 2W .39A IN SW 1/4 OF NW 1/4 OR 116/483 158/464 177/636 246/287 306/118 OR 340/358 340/361 355/107 482/464 OR 764/186 2261/1782 DB 218/525	7433 Bookout Cv	*Improved
21	213215 C0030	TANGLEWOOD ESTATES UNREC LOT 3 BLOCK C OR 1249/1321 2161/1260 R/S OR 2189/2371	4321 Conifer St	*Improved
22	243025 H0110	BOX WOOD ESTATES 19 29 & 30 2N 1W LOT 11 BLOCK H OR 1523/1264	6992 Crystal Brook Ct	*Improved
23	411480 B0380	SUNSHINE MOBILE HOME NEIGHBORHOOD LOT 38 BLOCK B OR 1713/1213 2444/1222	3509 Sunburst Lp	Vacant
24	2126202120000	26 1N 1W .12 A IN SE 1/4 OF NW 1/4 DB 51/447 OR 228/259	Idaho St	^Vacant
25	2126202140000	26 1N 1W .14 A IN SE 1/4 OF NW 1/4 OR 254/605 1102/1748	Idaho St	^Vacant
26	212664 L0080	SPRING VALLEY LOT 8 BLOCK L OR 536/158 1365/1571 1369/861	Calloway St	^Vacant
27	2126202130000	26 1N 1W .13 A IN SE 1/4 OF NW 1/4 DB 51/502	Idaho St	^Vacant
28	2126206320000	26 1N 1W .13 A IN NE 1/4 OF NW 1/4 OR SW 1/4 OR 232/207 (IN BLOCK B OF THOMAS SUB)	Kitt St	^Vacant

*Parcel available for sale upon structure removal

^ Certified Affordable Housing Parcel allocated to the Community Land Trust

EXHIBIT B
Pending Affordable Housing List

Parcel	Tax ID	Legal Description	Address	Vacant/ Improved
1	1608206040000	8 2N 3E 1.65 A IN W 1/2 OF NW 1/4 OF SW 1/4 OR 310/488 827/421 844/411 1653/261 2407/2352 2354	8807 Spring Hollow Lane	*Improved
2	213061 C0570	TENNESSEE VILLAGE LOT 57 BLOCK C OR 1350/236 1976/1985	5646 Memphis Rd	Vacant
3	213107 B0250	DEERTREE HILLS 31 1N 1W LOT 25 BLOCK B OR 1755/1617 2320/1986 1987 2480/2293	1911 Sika Deer Drive	*Improved
4	223514 B0120	PONDERSOA M H R UNREC 35 1N 2W .30 A LOT 12 BLOCK B OR 1759/2306 RP 490276	301 Wilkinson Street	*Improved
5	223410 C0050	UNREC PLAT SILVER LAKE UNIT 1 34 1N 2W 2.13 A LOT 5 BLOCK C OR 915/246	8033 Baby Farm Court	Vacant
6	223316 J0030	WHISPERING PINES EAST UNREC LOT 3 BLOCK J OR 1727/981	368 Post Oak Dr	Vacant
7	2235204150000	35 1N 2W 1.50 A IN NE 1/4 OF SE 1/4 OR 1295/1795	7570 Maige Lane	*Improved
8	410270 D0080	HUTCHINSON HTS LOT 8 BLOCK D OR 1598/206 1610/648	2034 Holmes St	Vacant
9	430715 B0220	WHIPPOORWILL WOODS UNREC 7 1S 3W 1.02 A LOT 22 BLOCK B OR 956/1192 1485/154 1556/1436 OR 1620/429 1850/1540	3435 Whippoorwill Dr	*Improved
10	4308206850000	8 1S 3W .47 AC IN NE 1/4 OF SW 1/4 OR 1637/1620 1838/2289	Blountstown Highway	Vacant
11	4615190000040	WOODS OF WAKULLA UNRECORDED 1 AC LOT 4 AC OR 1473/1840	9226 Bartlett	Vacant
12	4123150000220	SUB OF 25 AC TRACT 23 1S 1W .54 AC LOT 22 OR 374/168 1408/109 1422/646 96-642PR 1940/828W 2090/1662	1442 Moonstone Way	Vacant
13	411480 B0400	SUNSHINE MOBILE HOME NEIGHBORHOOD LOTS 40 & 41 BLOCK B OR 1189/1633 1635	3505 Sunburst Loop	Vacant
14	411155 D0220	LIBERTY PARK LOT 22 BLOCK D DB 91/415 OR 1059/462 1642/834 OR 1672/1870 2408/681	2721 Lake Palm Dr	Vacant
15	4113204580000	13 1S 1W .14 A IN SW 1/4 OF SE 1/4 OR 1769/2035	419 Moonlit Trce	Vacant

*Parcel available for sale upon structure removal

TAXID	ADDRESS	ACRES	LEGAL
1608206040000	8807 SPRING HOLLOW LN	1.65	8 2N 3E IN W 1/2 OF NW 1/4 OF SW 1/4 OR 310/488 827/421844/411 1653/261 2407/2352-2354



Spring Hollow Ln

8819

8815

8807

Pending Affordable Housing Parcel 1

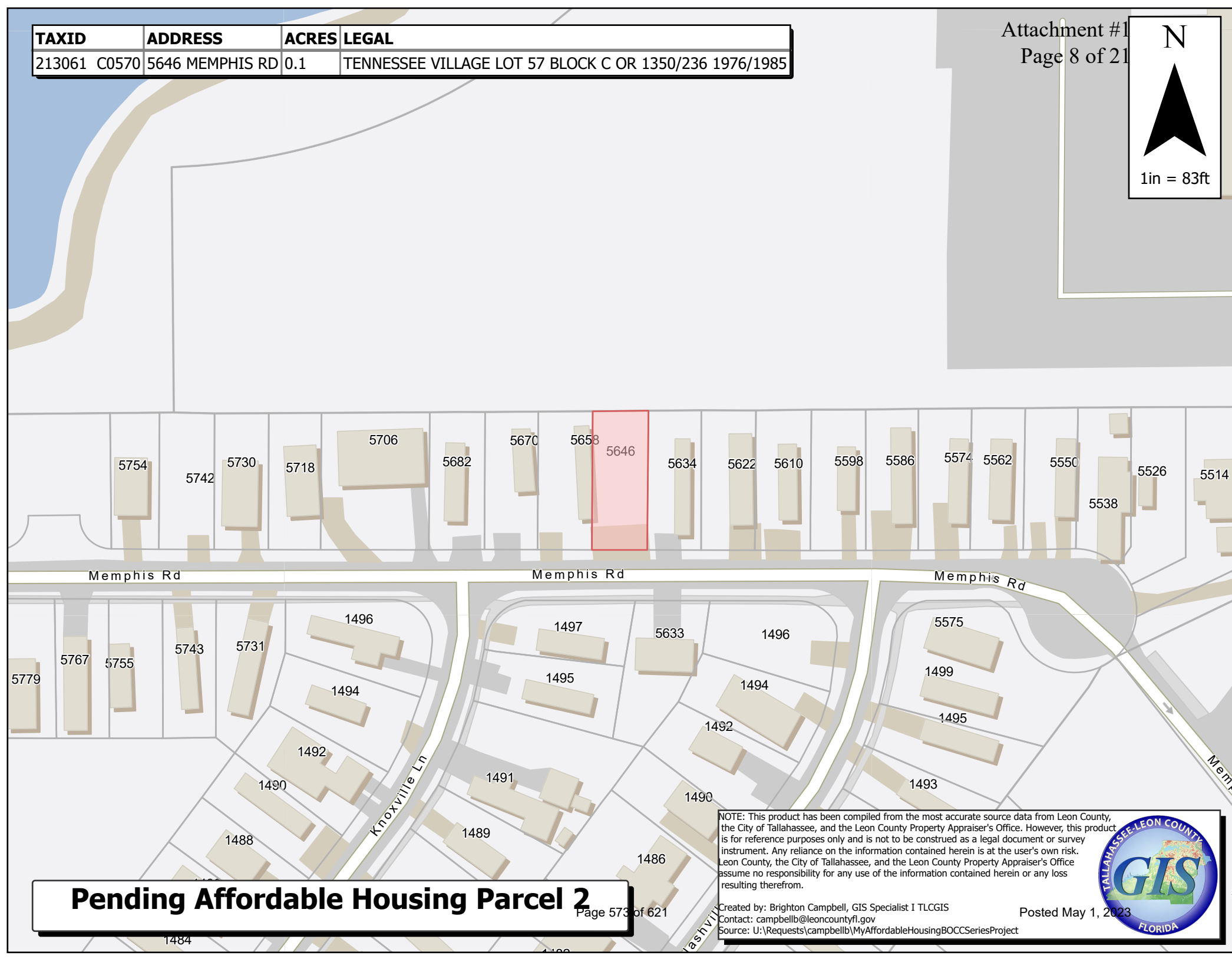
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Posted May 1, 2023



TAXID	ADDRESS	ACRES	LEGAL
213061 C0570	5646 MEMPHIS RD	0.1	TENNESSEE VILLAGE LOT 57 BLOCK C OR 1350/236 1976/1985



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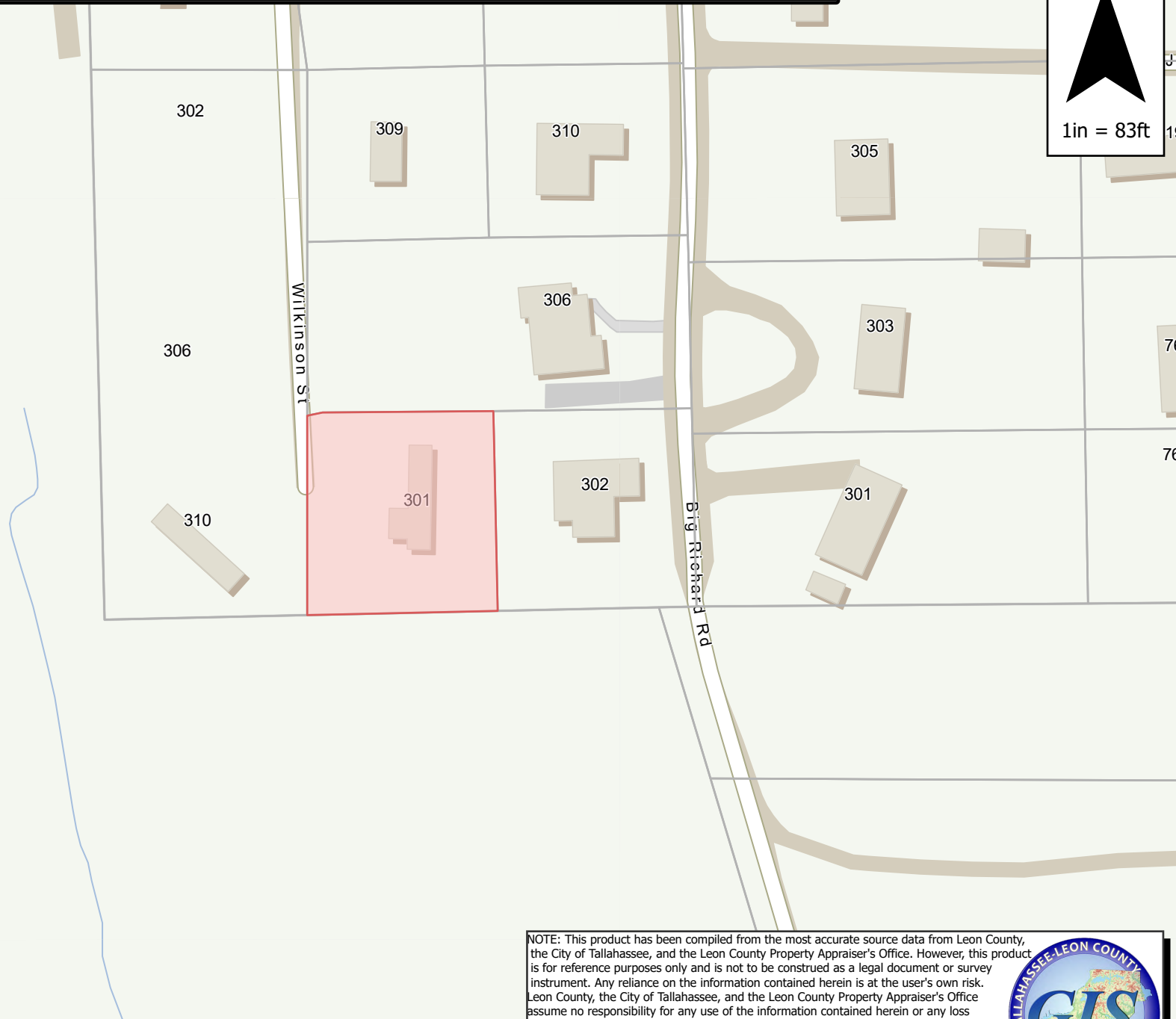
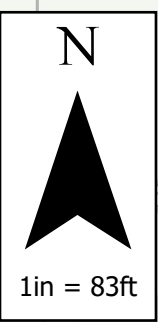
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Pending Affordable Housing Parcel 2

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TAXID	ADDRESS	ACRES	LEGAL
223514 B0120	301 WILKINSON ST	0.29	PONDEROSA M H R UNREC 35 1N 2W .30 A LOT 12 BLOCK B OR 1759/2306 RP 490276



Pending Affordable Housing Parcel 4

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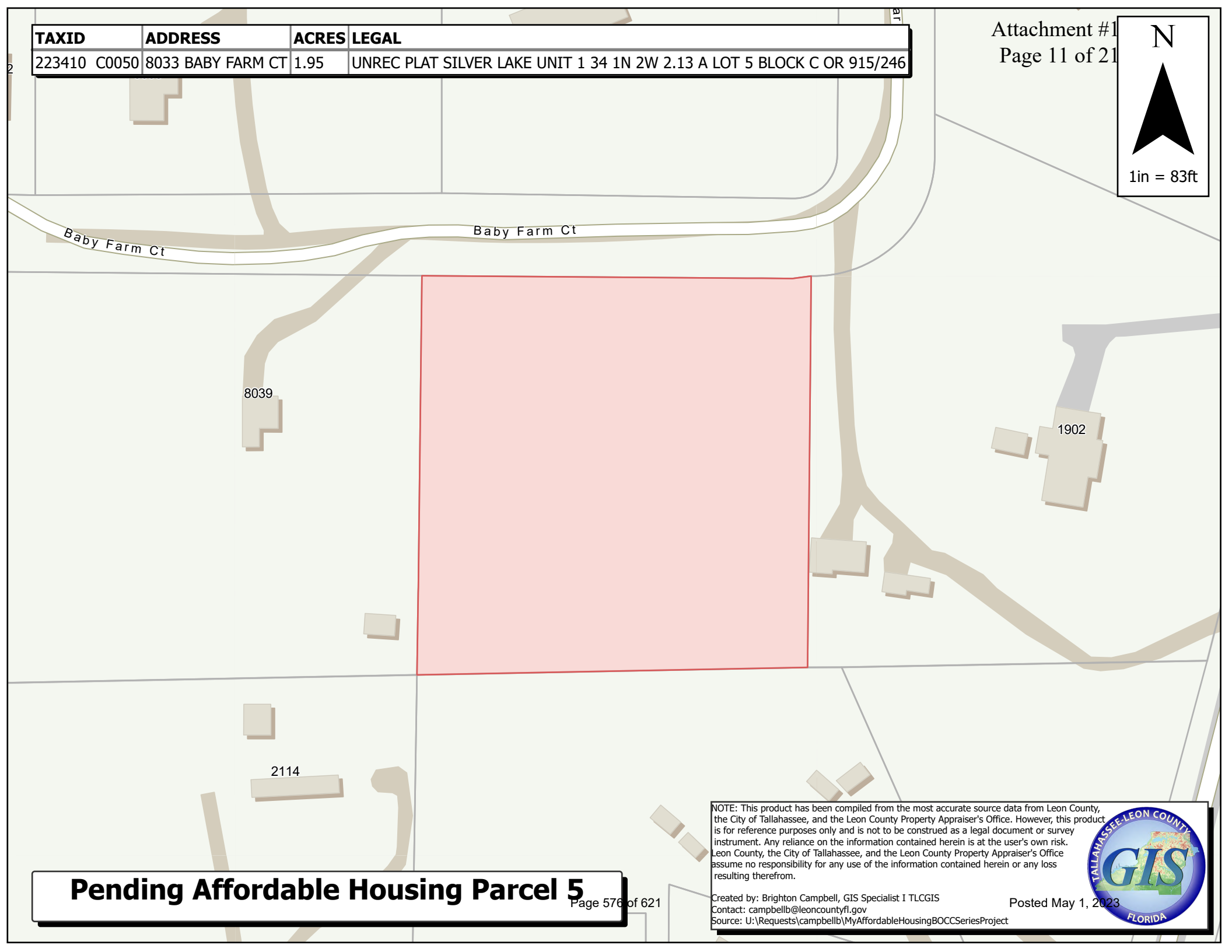
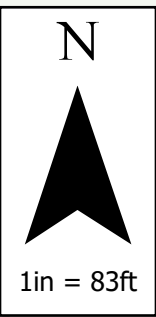
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Posted May 1, 2023



TAXID	ADDRESS	ACRES	LEGAL
223410 C0050	8033 BABY FARM CT	1.95	UNREC PLAT SILVER LAKE UNIT 1 34 1N 2W 2.13 A LOT 5 BLOCK C OR 915/246



Pending Affordable Housing Parcel 5

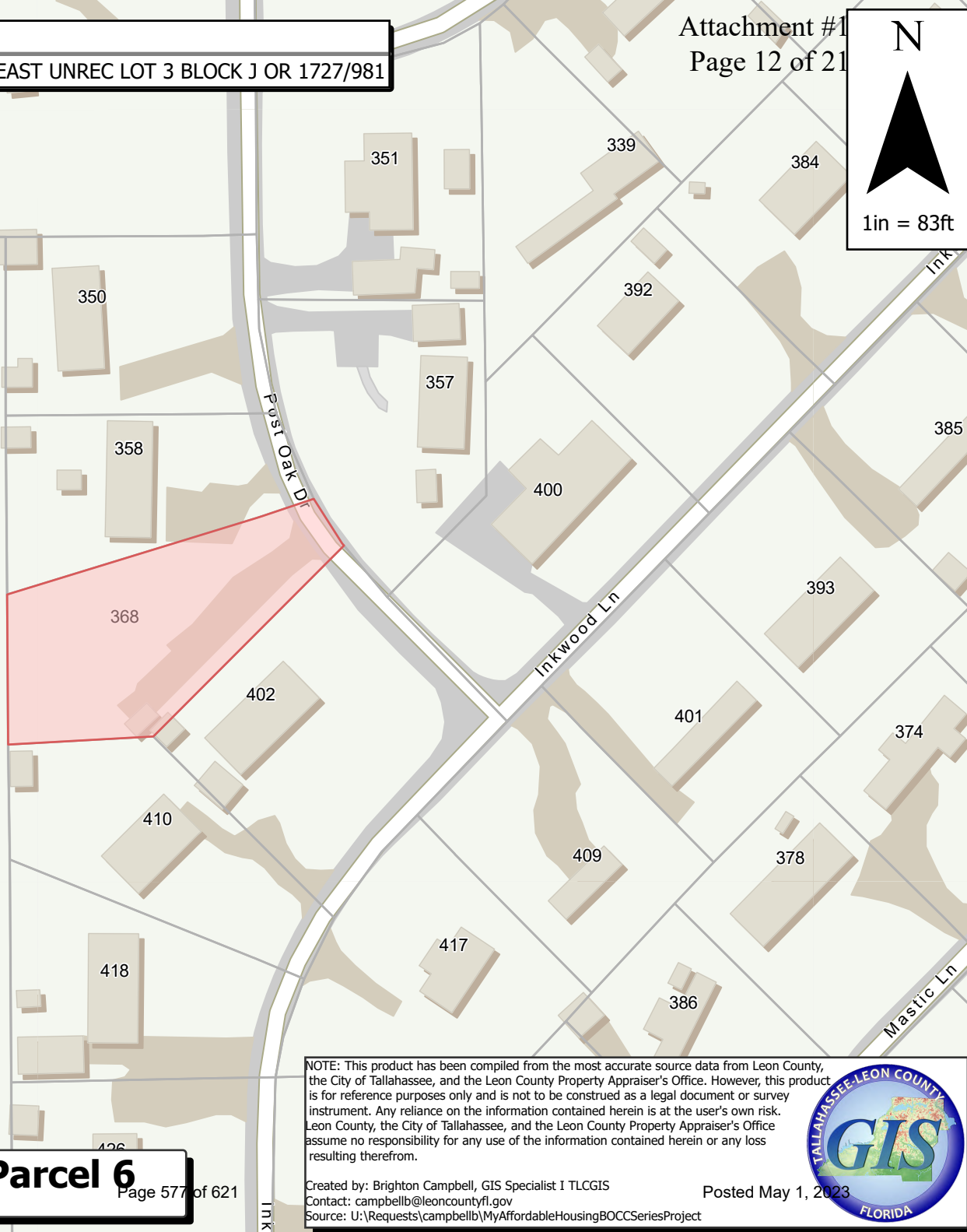
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Posted May 1, 2023



TAXID	ADDRESS	ACRES	LEGAL
223316 J0030	368 POST OAK DR	0.33	WHISPERING PINES EAST UNREC LOT 3 BLOCK J OR 1727/981



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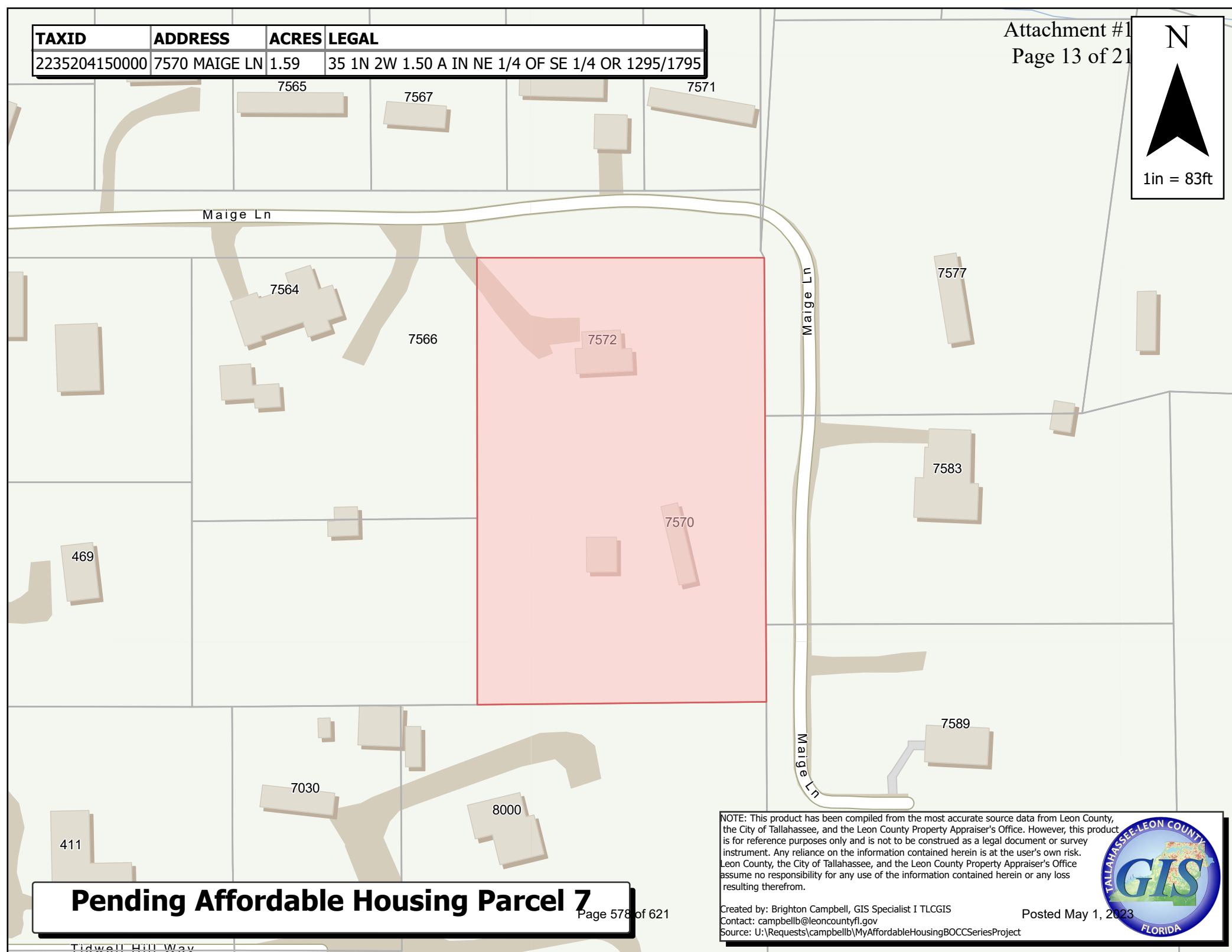


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Pending Affordable Housing Parcel 6

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TAXID	ADDRESS	ACRES	LEGAL
2235204150000	7570 MAIGE LN	1.59	35 1N 2W 1.50 A IN NE 1/4 OF SE 1/4 OR 1295/1795



Pending Affordable Housing Parcel 7

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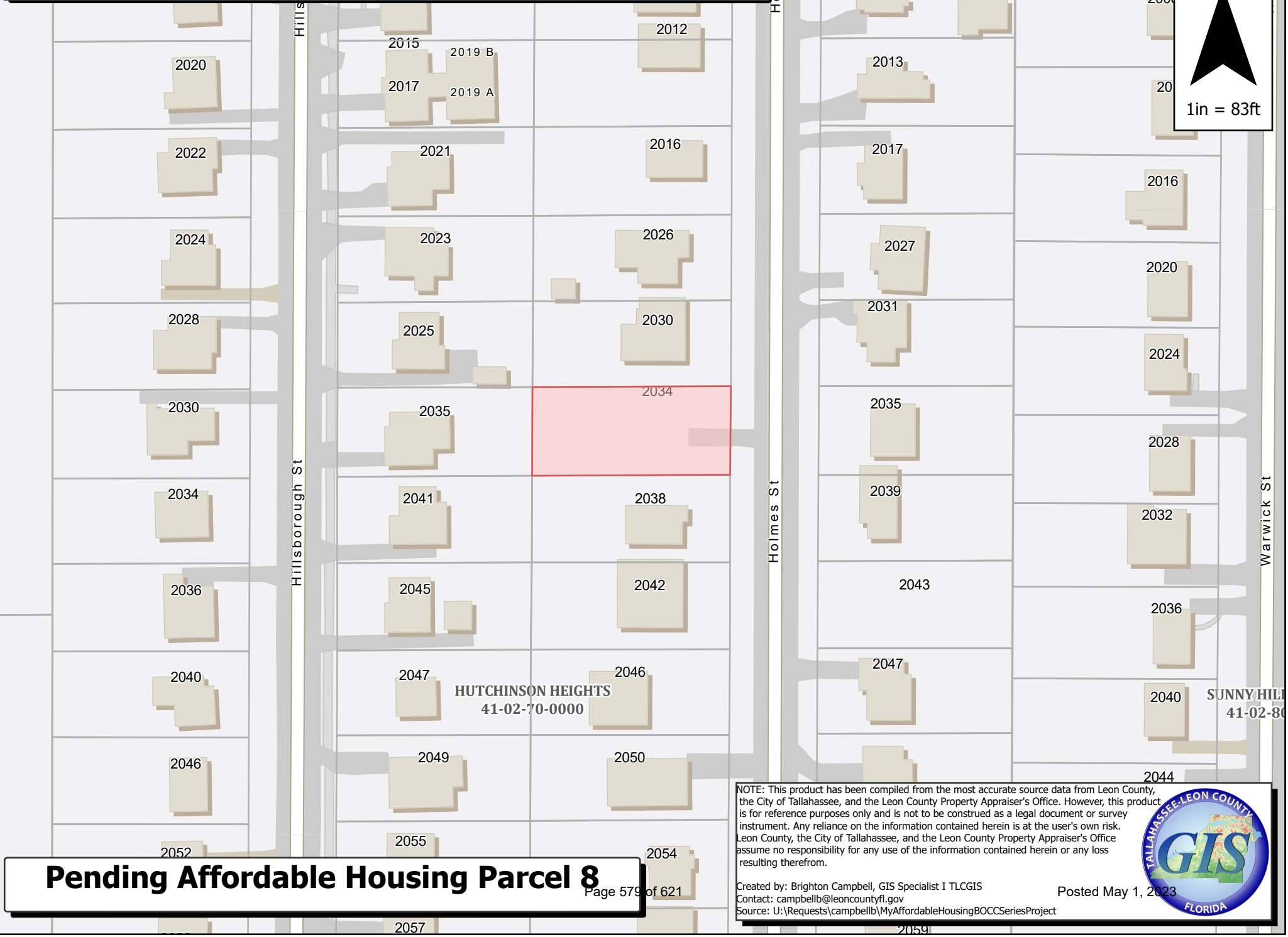
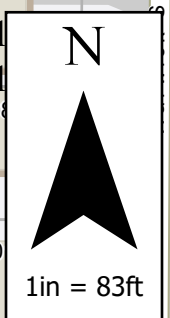
Contact: campbellb@leoncountyfl.gov

Source: U:\Requests\campbellb\MyAffordableHousingBOCCSeriesProject

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TAXID	ADDRESS	ACRES	LEGAL
410270 D0080	2034 HOLMES ST	0.19	HUTCHINSON HTS LOT 8 BLOCK D OR 1598/206 1610/648



Pending Affordable Housing Parcel 8

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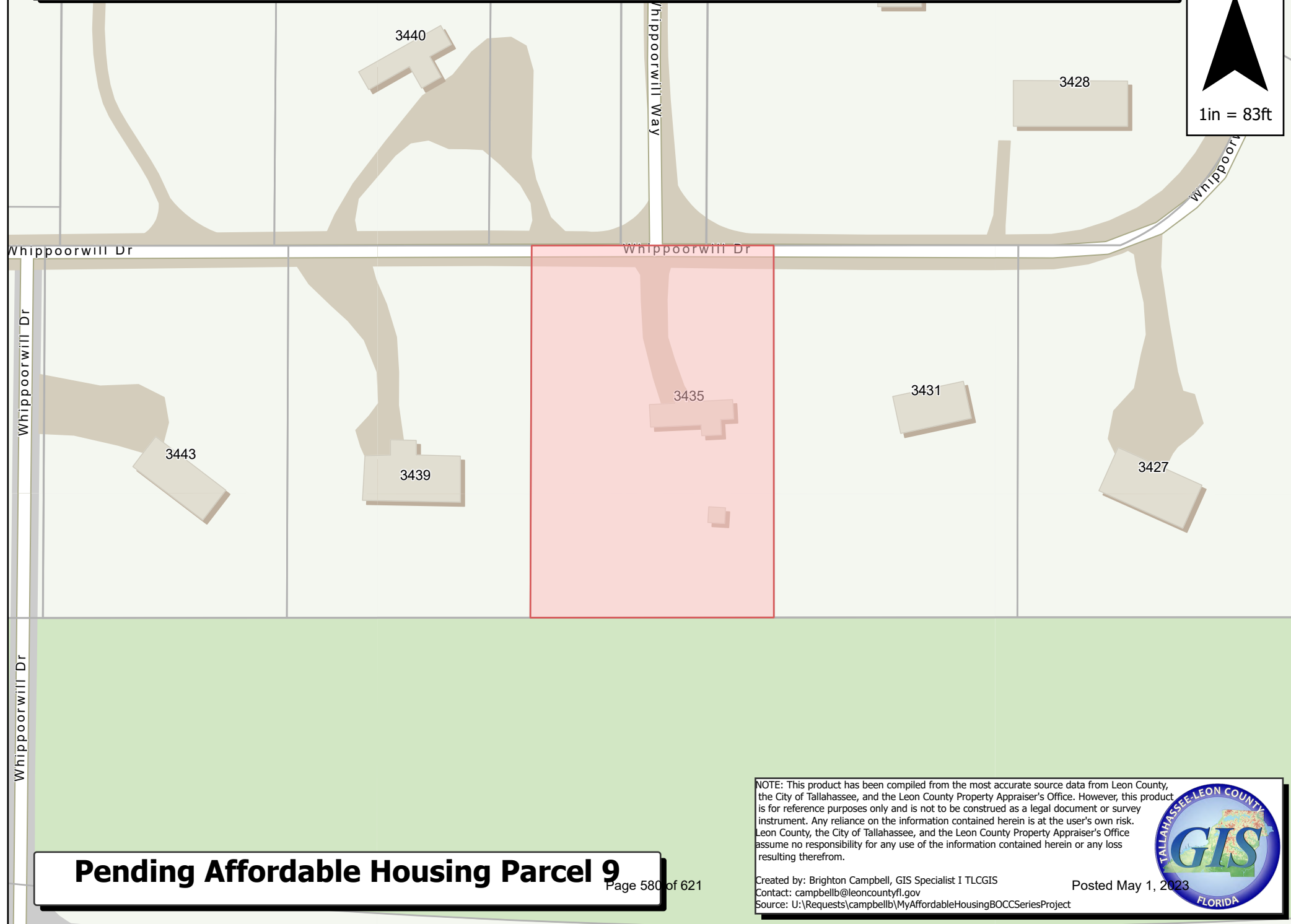


TAXID	ADDRESS	ACRES	LEGAL
430715 B0220	3435 WHIPPOORWILL DR	1.02	WHIPPOORWILL WOODS UNREC 7 1S 3W 1.02 A LOT 22 BLOCK B OR 956/1192 1485/154 1556/1436 OR 1620/451 1850/0542

N



1in = 83ft



Pending Affordable Housing Parcel 9

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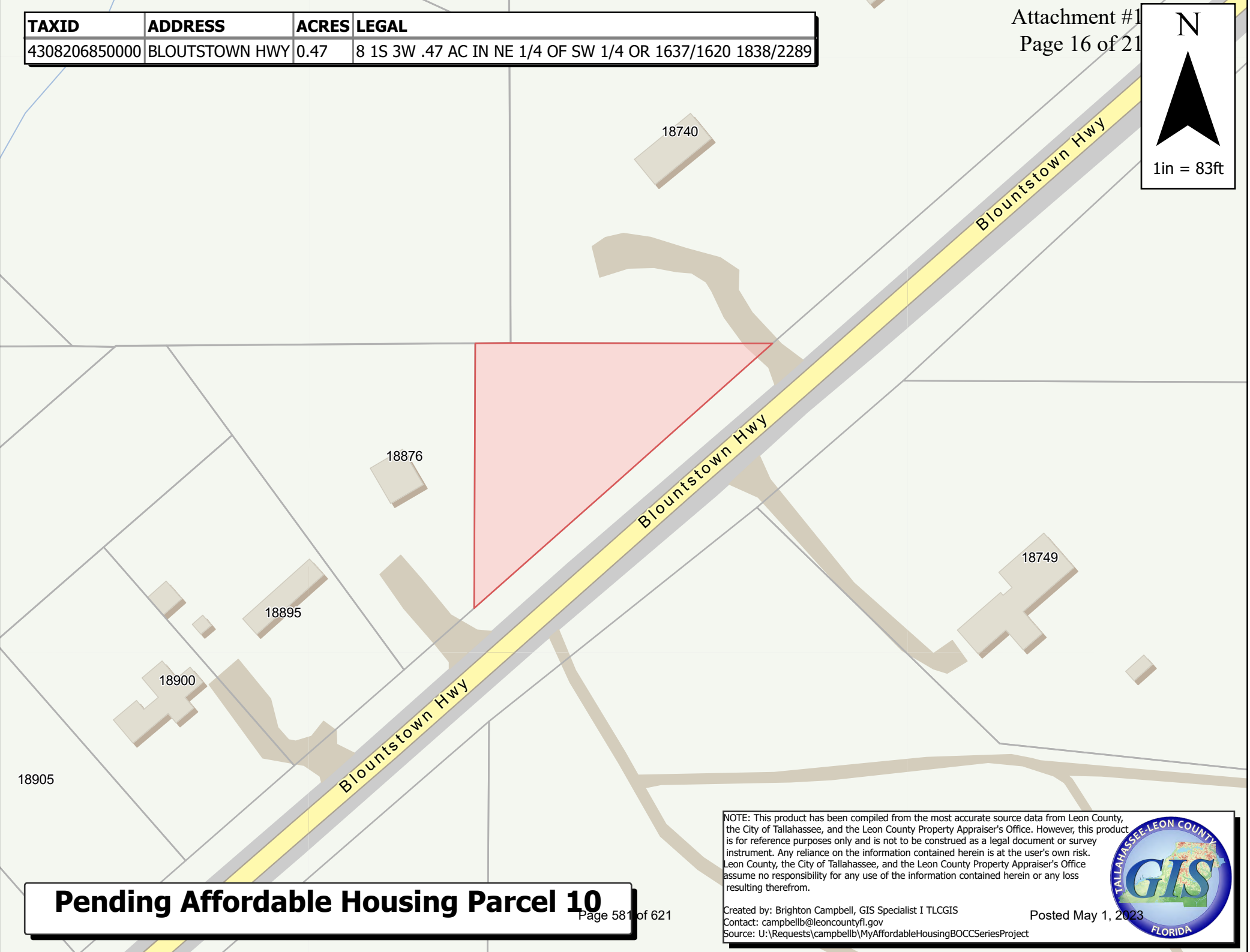
Contact: campbellb@leoncountyfl.gov

Source: U:\Requests\campbellb\MyAffordableHousingBOCCSeriesProject

Posted May 1, 2023



TAXID	ADDRESS	ACRES	LEGAL
4308206850000	BLOUTSTOWN HWY	0.47	8 1S 3W .47 AC IN NE 1/4 OF SW 1/4 OR 1637/1620 1838/2289



Pending Affordable Housing Parcel 10

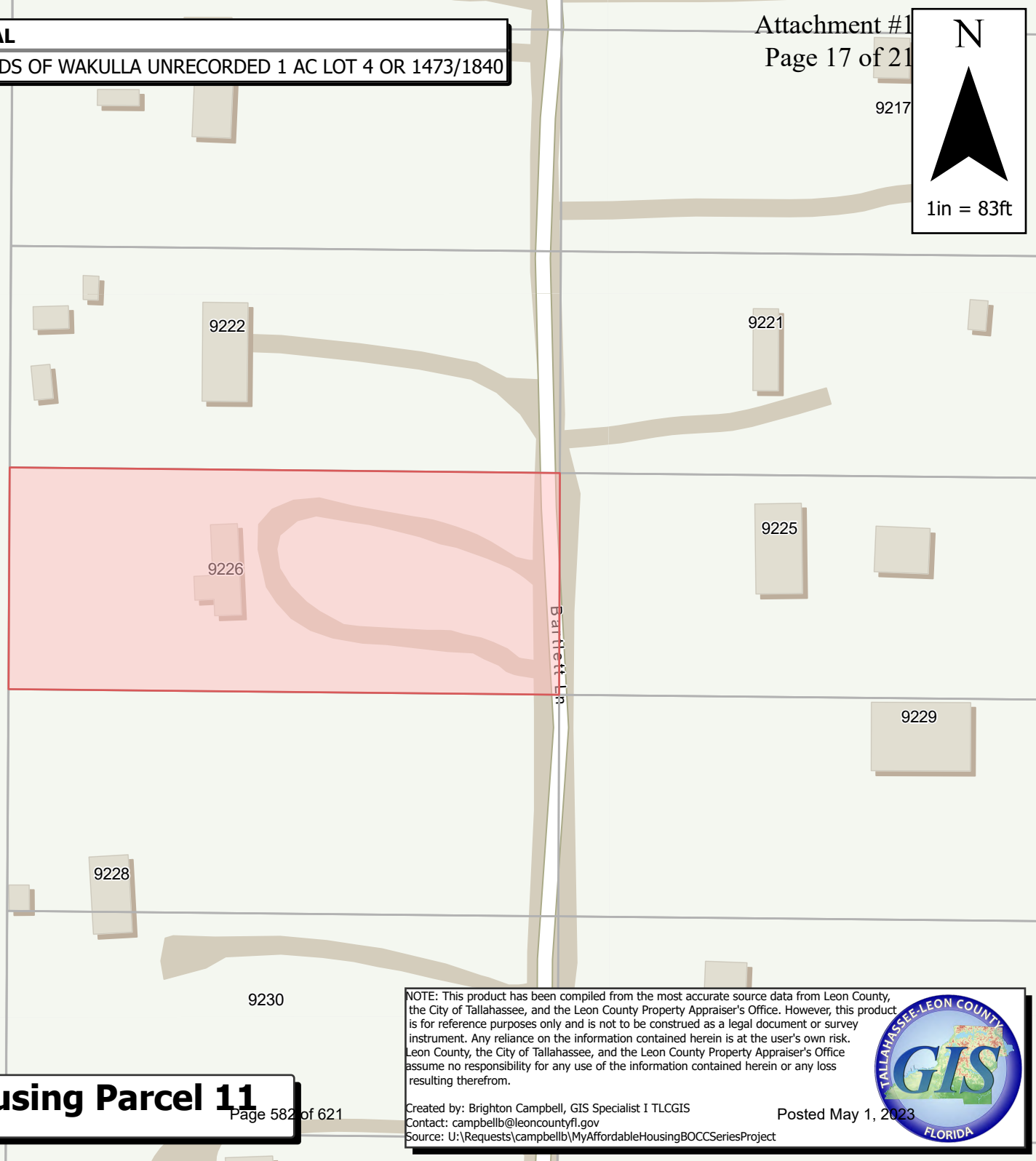
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Posted May 1, 2023

TAXID	ADDRESS	ACRES	LEGAL
4615190000040	9226 BARTLETT LN 1		WOODS OF WAKULLA UNRECORDED 1 AC LOT 4 OR 1473/1840



Pending Affordable Housing Parcel 11

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Created by: Brighton Campbell, GIS Specialist I TLGIS
Contact: campbellb@leoncountyfl.gov
Source: U:\Requests\campbellb\MyAffordableHousingBOCCSeriesProject

Posted May 1, 2023

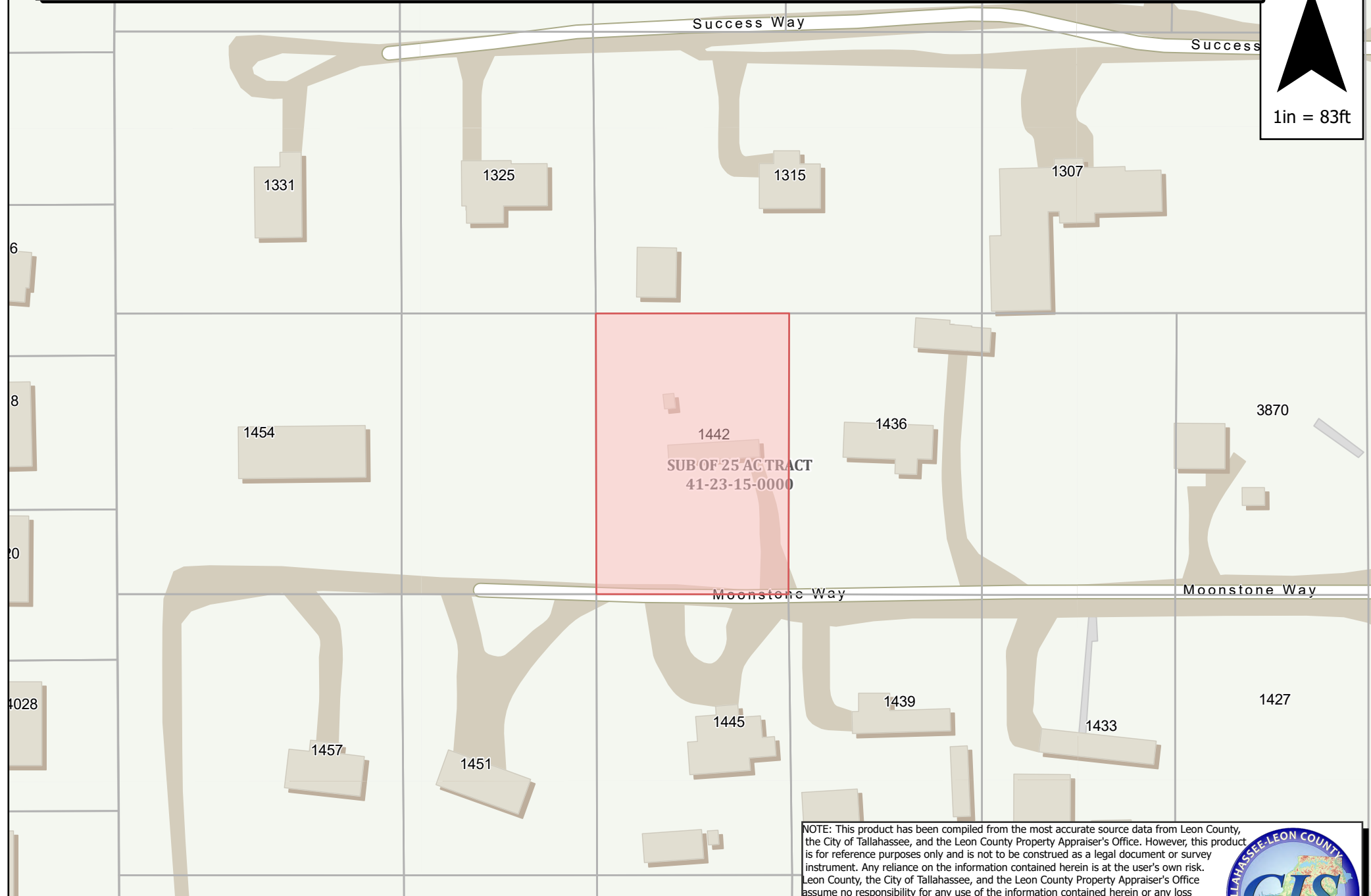


TAXID	ADDRESS	ACRES	LEGAL
4123150000220	1442 MOONSTONE WAY	0.54	SUB OF 25 AC TRACT 23 1S 1W .54 AC LOT 22 OR 374/168 1408/109 1422/646 96-642PR 1940/828W 2090/1662

N



1in = 83ft



Pending Affordable Housing Parcel 12

Page 583 of 621

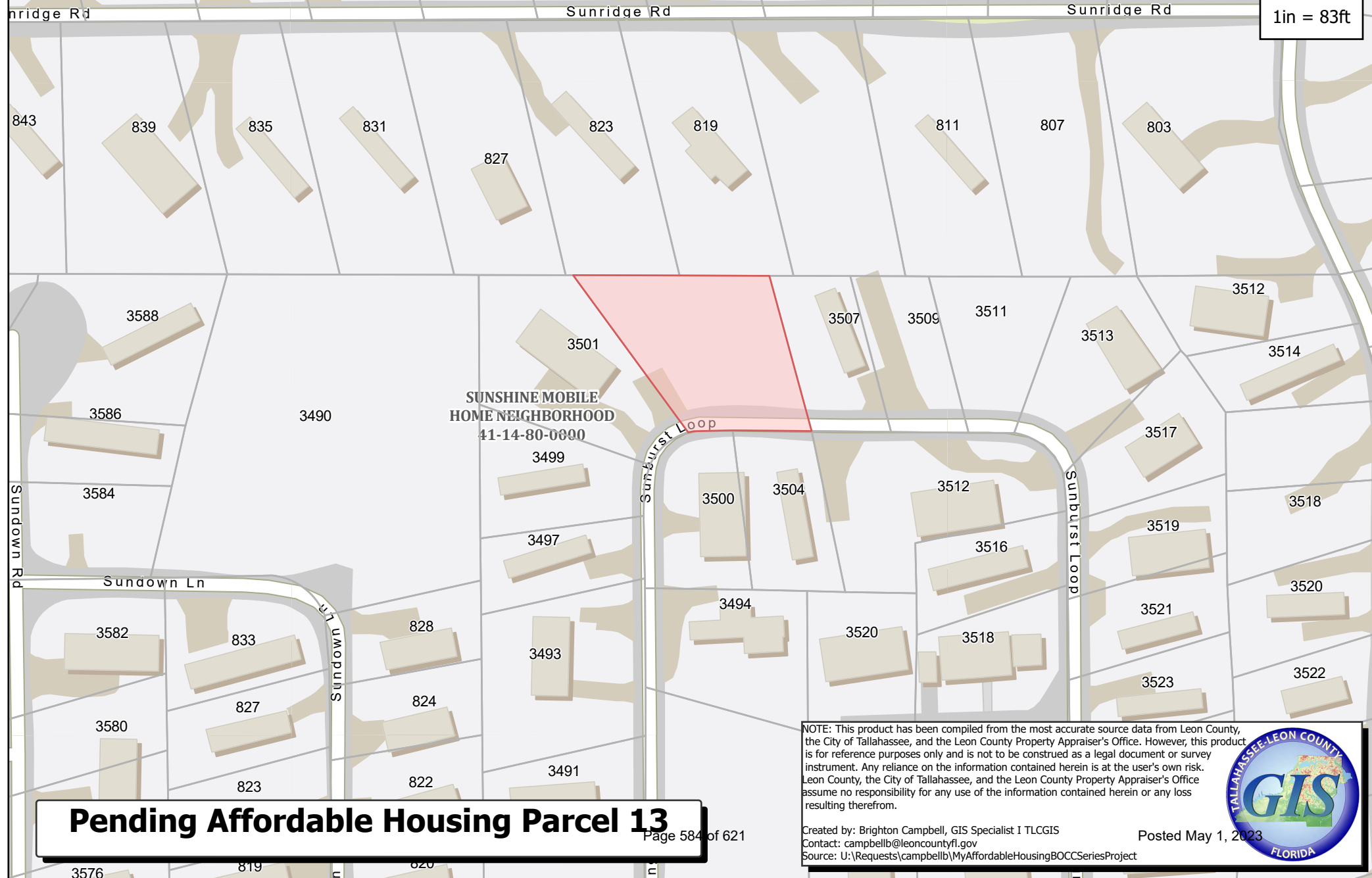
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Posted May 1, 2023



TAXID	ADDRESS	ACRES	LEGAL
411480 B0400	3505 SUNBURST LOOP	0.25	SUNSHINE MOBILE HOME NEIGHBORHOOD LOTS 40 & 41 BLOCK B OR 1189/1633 1635



SUNSHINE MOBILE
HOME NEIGHBORHOOD
41-14-80-0000

Pending Affordable Housing Parcel 13

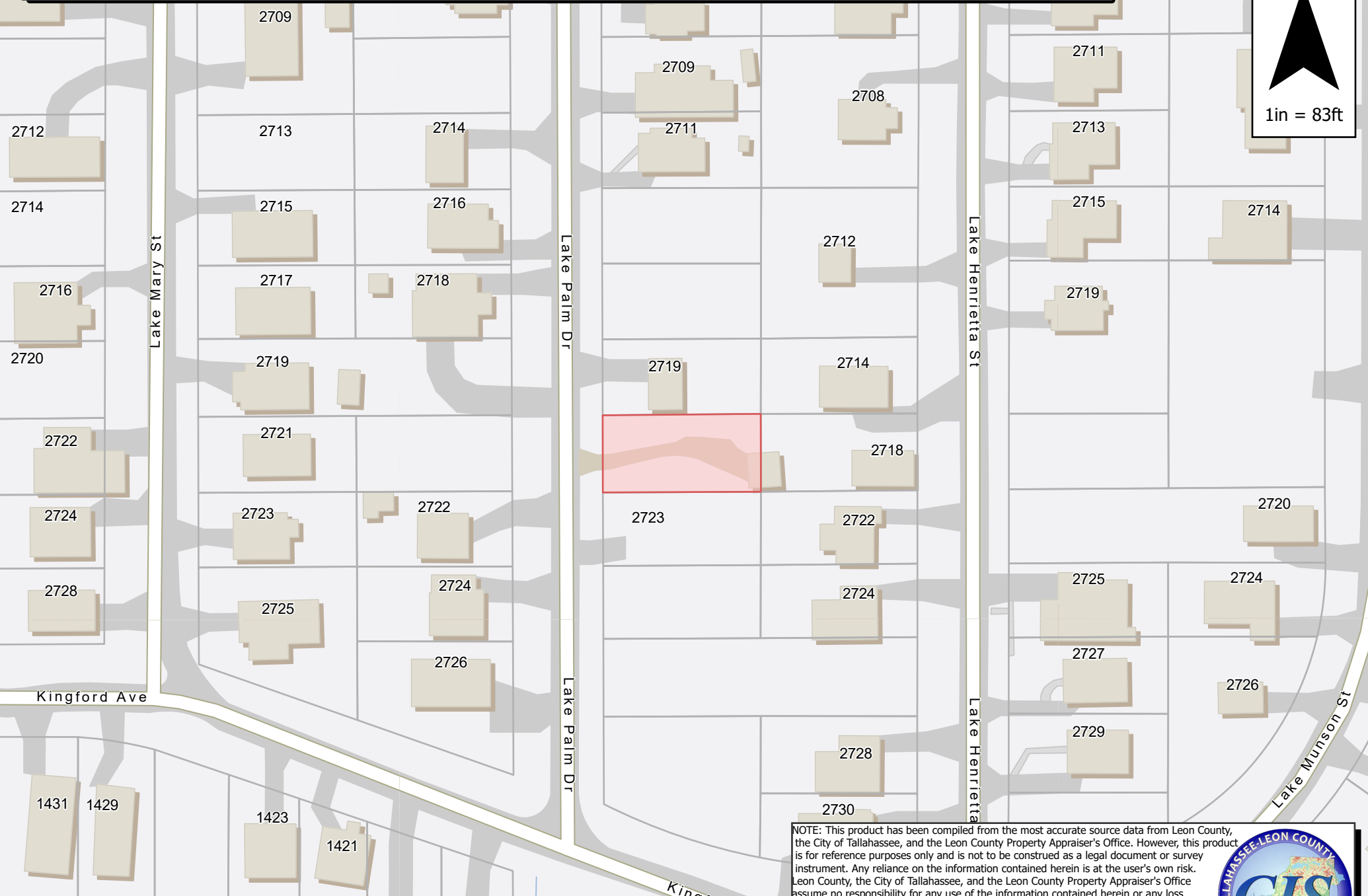
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Source: U:\Requests\campbellb\MyAffordableHousingBOCCSeriesProject

Posted May 1, 2023



TAXID	ADDRESS	ACRES	LEGAL
411155 D0220	2721 LAKE PALM DR	0.12	LIBERTY PARK LOT 22 BLOCK D DB 91/415 OR 1059/462 1642/834 OR 1672/1870 2408/681



Pending Affordable Housing Parcel 14

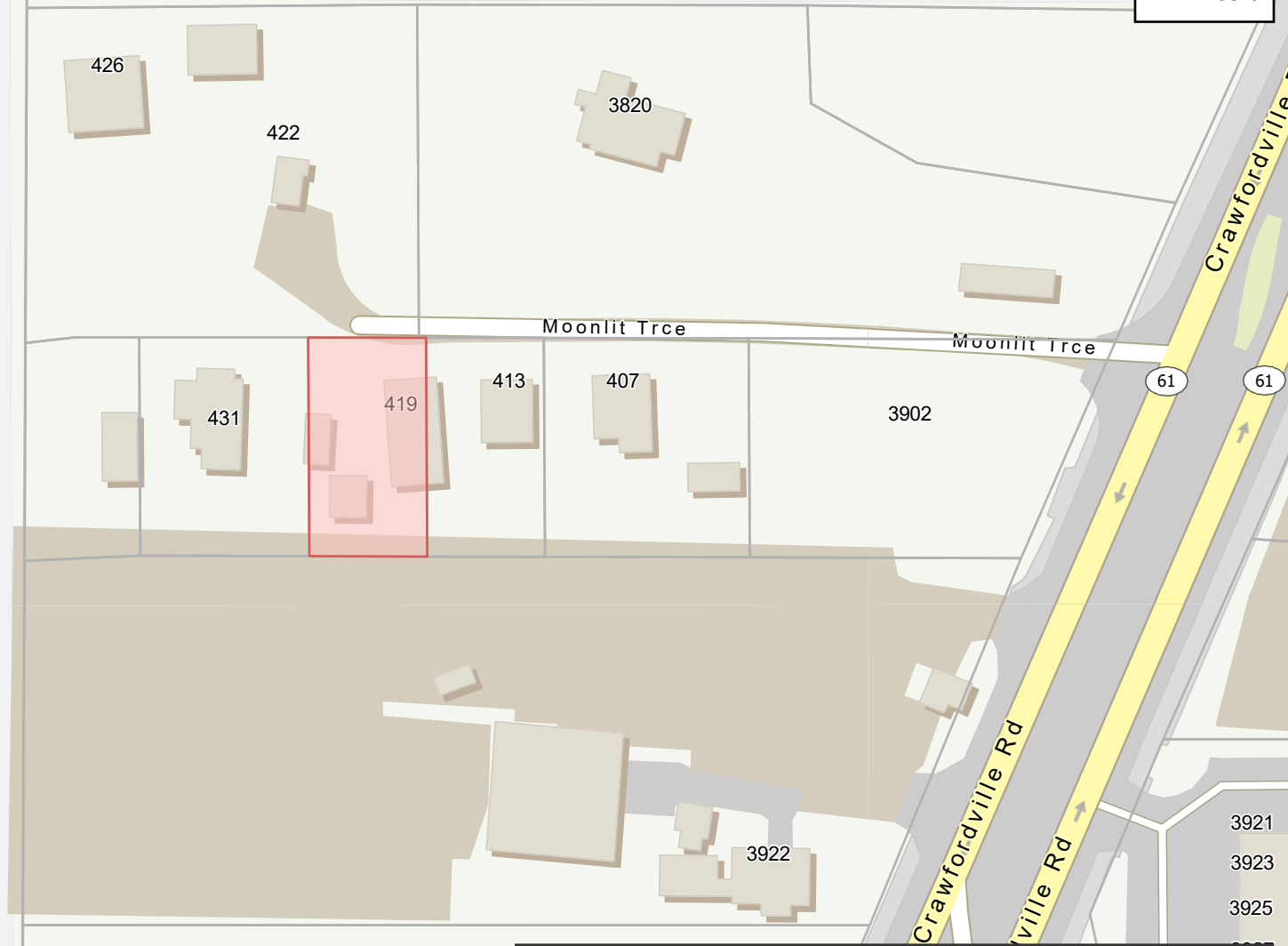
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Source: U:\Requests\campbellb\MyAffordableHousingBOCCSeriesProject

Posted May 1, 2023



TAXID	ADDRESS	ACRES	LEGAL
4113204580000	419 MOONLIT TRCE	0.14	13 1S 1W IN SW 1/4 OF SE 1/4 OR 1769/2035



Pending Affordable Housing Parcel 15

Page 586 of 621

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

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Source: U:\Requests\campbellb\MyAffordableHousingBOCCSeriesProject

Posted May 1, 2023



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, May 9, 2023, at 6:00 p.m., or as soon thereafter as such matter may be heard, in the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider adoption of a resolution, in accordance with Section 125.379, Florida Statutes, adopting an inventory list of all real property within its jurisdiction to which the County holds fee simple title that is appropriate for use as affordable housing.

Leon County will also broadcast 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. After the Board of County Commissioner's agenda is posted online, 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, May 8, 2023. 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 Board," 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, on behalf of the Chairman, Mathieu Cavell at Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301 or CMR@leoncountyfl.gov, by written request at least 48 hours prior to the proceeding. Telephone: (850) 606-5300, 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the Resolution may be inspected as part of the agenda package on the County's website (<https://www2.leoncountyfl.gov/coadmin/agenda/>). To receive copies of the Resolution by other means, such as email, mail, or facsimile transmittal, contact County Administration at (850) 606-5300.

Advertise: April 27, 2023

Leon County
Board of County Commissioners
Notes for Agenda Item #25

Leon County Board of County Commissioners

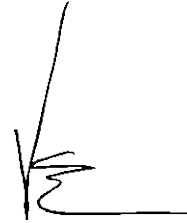
Agenda Item #25

May 9, 2023

To: Honorable Chairman and Members of the Board

From: Vincent S. Long, County Administrator

Title: Transmittal Public Hearing on the 2023 Cycle Comprehensive Plan Text Amendment



Review and Approval:	Vincent S. Long, County Administrator
Department/ Division Review:	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) Artie White, Director, Planning Department
Lead Staff/ Project Team:	Mindy Mohrman, Administrator of Comprehensive Planning

Statement of Issue:

This item provides for the Board's Public Hearing on the proposed text amendment to the Tallahassee-Leon County Comprehensive Plan for the Southside Action Plan. The purpose of the Public Hearing is to transmit the proposed text amendment to the State Land Planning Agency and other reviewing agencies for the 2023 amendment cycle. The adoption Public Hearing for the text amendment is scheduled for June 13, 2023.

Fiscal Impact:

This item has no fiscal impact.

Staff Recommendation:

Option #1: Conduct the transmittal public hearing on the 2023 Cycle Comprehensive Plan Text Amendment TTA 2023 009 (Southside Action Plan) and transmit the proposed text amendment to the State Land Planning Agency and review agencies.

Report and Discussion

Background:

This item provides for the Board's Public Hearing on the proposed text amendment to the Tallahassee-Leon County Comprehensive Plan for the Southside Action Plan. The purpose of the Public Hearing is to transmit the proposed text amendment to the State Land Planning Agency and other reviewing agencies for the 2023 amendment cycle.

2023 Comprehensive Plan Amendment Cycle Transmittal Hearing

The 2023 Cycle includes one proposed text amendment, TTA 2023 009 (Southside Action Plan). Large-scale amendments and text amendments to the Comprehensive Plan require two public hearings (transmittal public hearing and adoption public hearing). The Transmittal Hearing is to consider submitting this amendment for review by the State land planning agency and review agencies, prior to adoption. The County adoption public hearing for the 2023 Cycle Comprehensive Plan text amendment is scheduled for June 13, 2023.

The Tallahassee-Leon County Comprehensive Plan is a joint document adopted by both the City of Tallahassee and Leon County. The Comprehensive Plan includes Goals, Objectives, and Policies intended to guide economic, social, physical, environmental, and fiscal development of the community over the next 20 to 30 years. It is a dynamic document that can be amended on an annual basis. The annual Comprehensive Plan amendment cycle format, with a second cycle utilized some years when necessary, has been used by the Board and City Commission to amend the Comprehensive Plan since its adoption in 1990. This approach is consistent with Policy 1.8.1 of the Intergovernmental Coordination Element which states, "To promote the efficient use of City and County resources, one Comprehensive Plan amendment cycle will be initiated annually. The Board of County Commissioners or City Commission may approve the initiation of additional Comprehensive Plan amendments outside of the annual cycle." This annual Comprehensive Plan Amendment Cycle approach is intended to make it easier for citizens to monitor and participate in the public review process, and provides for efficient use of staff, outreach, and advertising resources.

The proposed 2023 amendments were presented to the Board and City Commission at a joint workshop on March 7, 2023. In addition to the Southside Action Plan text amendment, the 2023 amendment cycle included five small-scale map amendments and concurrent rezonings. Small-scale map amendments (proposed amendments to the Future Land Use Map that involve a use of 50 acres or fewer) to the Comprehensive Plan only require one public hearing (adoption public hearing). Per Policy 1.8.1 of the Intergovernmental Coordination Element of the adopted Comprehensive Plan, amendments to the Future Land Use Map require the approval of Tallahassee City Commission if the property is located entirely within City limits, and approval of the Leon County Board of County Commissioners if the property is located entirely within unincorporated Leon County. Therefore, the public hearing for the small-scale map amendments was held on March 22, 2023 at City Commission chambers. The five small-scale map amendments and concurrent rezonings were adopted by the City Commission. The adopted small-scale map

amendments will become effective 31 days after the State land planning agency notifies the local government that the amendment package is complete.

As stated previously, large-scale map amendments and text amendments (proposed amendments to goals, objectives, policies, tables, charts, or figures) require two public hearings, a transmittal public hearing and an adoption public hearing. Text amendments require approval by both the Leon County Board of County Commissioners and the Tallahassee City Commission. Amendments approved during the transmittal public hearings will be submitted to the State land planning agency and other reviewing agencies. Following their review, adoption public hearings will be conducted for the final adoption of those amendments. The City Commission transmittal public hearing was held on April 26, 2023, where the City voted unanimously to transmit the proposed text amendment. The adoption hearing for this amendment is scheduled for June 13, 2023. The City Commission adoption hearing for this amendment is scheduled for June 14, 2023.

The overall schedule for the 2023 Comprehensive Plan Amendment Cycle is as follows:

Full 2023 Cycle Amendment Schedule:

Application Cycle	April 2022 – September 23, 2022
Public Open House	December 8, 2022
Local Planning Agency Workshop	January 10, 2023
Additional Public Open House for TMA2023001	January 26, 2023
Local Planning Agency Public Hearing	February 7, 2023
Joint City-County Workshop	March 7, 2023
City Commission Adoption Public Hearing for Small-Scale Map Amendments	March 22, 2023
City Transmittal Public Hearing	April 26, 2023
County Transmittal Public Hearing	May 9, 2023
County Adoption Public Hearing	June 13, 2023
City Adoption Public Hearing	June 14, 2023

The Local Planning Agency (LPA) Public Hearing was held on February 7, 2023. The LPA recommended approval of the proposed text amendment.

The purpose of the Transmittal Hearing for the 2023 Cycle Comprehensive Plan amendment is to transmit the proposed text amendment to the State land planning agency and other reviewing agencies. This hearing does not formally adopt the proposed amendment. If approved, the Southside Action Plan text amendment will be submitted to the State land planning agency and other reviewing agencies who have 30 days to review the proposed amendment. State agencies shall only comment on important state resources and facilities that will be adversely impacted by the amendment if adopted. Comments provided by state agencies shall state with specificity how the plan amendment will adversely impact an important state resource or facility, and shall identify measures the local government may take to eliminate, reduce, or mitigate the adverse impacts. Following their review, an adoption hearing will be conducted for the final adoption of the

amendments. The County adoption hearing for the text amendment is scheduled for June 13, 2023. The City Commission adoption hearing for the amendment is scheduled for June 14, 2023.

Analysis:

The 2023 Cycle Comprehensive Plan text amendment is as follows:

Joint Text Amendment:

Amendment: TTA 2023 009 – Southside Action Plan

Applicant: Tallahassee-Leon County Planning Department

Jurisdiction: Joint Leon County and City of Tallahassee

Staff: Mindy Mohrman

Synopsis: The proposed amendment amends *Goal 11 [L] Southern Strategy Area* in the Land Use Element to rename it as the Southside Action Plan, and updates the associated goals, objectives, and policies. Additional updates to the Vision Statement, Utilities Element, Housing Element, and Capital Improvements Element to replace Southern Strategy Area with the adopted Southside Action Plan are included in this amendment.

This proposed amendment advances the County’s FY2022-FY2026 Strategic Initiative:

- *Continue to support updates to the Comprehensive Plan that encourage annexation of southside properties within the Urban Services Area. (2022-41).*

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

- *(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.*

The proposed Comprehensive Plan amendment encourages the annexation of southside properties within the Urban Services Area into City limits, by supporting public and private investments and encouraging development, redevelopment, and rehabilitation, which often results in annexation.

Text Amendment: The Southside Action Plan originated with a Tallahassee-Leon County Comprehensive Plan policy adopted in 1998, called the “Southern Strategy Area,” or SSA. The policy was adopted by the City and County Commissions in response to the growing concerns about the unbalanced development happening throughout Tallahassee and Leon County. In 2021, the City and County Commissions revisited the SSA policies after more than 20 years since they were adopted into the Comprehensive Plan, and initiated the Southside Action Plan, or SAP. At the Joint Workshop on April 13, 2021, the County and City Commissions approved the Southside Action Plan approach.

After initiation of the SAP, renewed efforts were made to listen to the southside community about what they wanted to see in the area and what it might take to make it happen. Over a period of several months staff conducted extensive outreach to engage with southside residents, business

owners, and other community stakeholders through community conversations, public meetings, neighborhood events, and the Southside Action Plan survey. Through this process community priorities were established and included in the proposed amendment to the Comprehensive Plan to update Goal 11 [L] of the Land Use Element to reflect the goals, objectives, and policies identified by the SAP.

Southside Action Plan Implementation

Following the adoption of the proposed text amendments to the Comprehensive Plan, the next steps are to implement projects that reflect the community priorities of beautification, investment, and engaged and activated citizens. This framework for implementation includes Comprehensive Plan policy updates, strategic objectives and initiatives, and tracking of projects on the southside. The SAP prioritizes community-driven projects that are small-scale in nature and have immediate, tangible benefits to residents and other parties invested in the Southside. These are projects that are quick to implement and visible to community members. In addition, it is a priority of the SAP to continue public and private investments in long-term capital improvements and investments. With the adoption of the SAP, community-driven projects, as well as public investment and private investment activities will be supported and tracked. This includes public investments through the Blueprint Intergovernmental Agency, tracking of annexations of southside property in the unincorporated areas of the SAP boundary, and the expansion of water and sewer services.

Community-Driven	Public	Private
Community Events Soul of Southside Festival Southside Tour of Homes Neighborhood Clean-ups Beautification Projects	Water and Sewer Infrastructure Sidewalk Construction Additional Street Lighting Blueprint Projects Capital Improvements Fire Station 17 Development	Infill on Vacant Lots Redevelopment Projects Rehabilitation of Homes Rehabilitation of Commercial Properties

This proposed amendment is needed to replace the former Southern Strategy Area with the adopted Southside Action Plan, and provide consistency with this change throughout other elements. The proposed amendment was presented to the Board and City Commission at a joint workshop on March 7, 2023.

The content of the proposed Goal, Objective, and Policies reads as follows:

A full strike through of all Objectives and Policies is provided in Appendix A of Attachment 1.

Goal 11: [L] – Southside Action Plan

A plan shall be developed and monitored to align with the community’s desire for a framework of action in the southern part of the Tallahassee urban area. To achieve this goal, the local governments shall develop a Southside Action Plan that complements long-term public and private investment with small-scale visible improvements that are relatable and community

driven. This approach recognizes that the vision of Southside citizens is essential to guiding the development, redevelopment, and rehabilitation of the Southside; and that the community's vision focuses on three main areas of improvement: Beautification, Investment, and Engaged and Activated Citizens.

Objective 11.1 [L] – Beautification

Beautify and enhance both public and private spaces across the Southside Action Plan area by improving maintenance and increasing investment.

Policy 11.1.1: [L]

Focus local government beautification efforts in shared public spaces by frequently maintaining and enhancing existing public areas. Support citizen and business investment on private property and shared spaces.

Objective 11.2 [L] – Investment

Direct collaborative efforts of both the public and private sectors towards an increase of homeownership, diverse development and redevelopment types, business variety, and infrastructure in the Southside Community.

Policy 11.2.1: [L]

Identify projects that initiate further investment opportunities in the Southside Community. Support partnerships across federal, state, city and county governments with non-profits and private organizations to identify resources for housing, homeownership, business, and infrastructure for the public.

Policy 11.2.2: [L]

Investment within the Southside Action Plan area shall not occur at the expense of the natural environment or water quality in a manner which is found to be inconsistent with local government initiatives, policies, rules or regulations.

Objective 11.3 [L] – Engaged and Activated Citizens

Foster community involvement and celebration of the Southside.

Policy 11.3.1: [L]

Encourage citizens, neighborhoods, and businesses in the Southside to be engaged and actively involved in community-led projects. Promote projects, empower residents, and connect efforts with resources.

Objective 11.4 [L] – Southside Action Plan Evaluation and Update; Relation to Other Goals Objectives & Policies

Monitor the implementation of the Southside Action Plan.

Policy 11.4.1: [L]

The Tallahassee-Leon County Planning Department will monitor project implementation of the Southside Action Plan by reporting annually on Objective 11.1, 11.2, and 11.3; in coordination with the Leon County and the City of Tallahassee strategic plans.

Consistency with Comprehensive Plan

The proposed text amendment was reviewed by staff and the Local Planning Agency (LPA) for consistency with the goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan. The proposed amendment is consistent with the Comprehensive Plan.

Additional Goals, Objectives, and/or Policies for land uses and transportation in the southside may be proposed as part of the updates to the Land Use and Mobility Elements currently underway. Any future amendments must be consistent with the SAP goals, objectives, and policies and will be brought to the Board for consideration and adoption.

Summary of TTA 2023 009 (Southside Action Plan):

- Local Planning Agency recommendation on proposed amendment: **Approve**
- Staff analysis of consistency with Comprehensive Plan: **Consistent**
- The staff report for this text amendment is included as Attachment #1.
- No citizen comments have been received on this text amendment.

Next Steps

If approved by the Board of County Commissioners and City Commission, the Southside Action Plan Text Amendment will be incorporated into a transmittal package and submitted to the State land planning agency and other reviewing agencies. The State land planning agency and review agencies have 30 days from the receipt of the transmittal amendments to submit comments. Following their review, an adoption public hearing will be conducted for the final adoption of the amendment. The County adoption hearing for the text amendment is scheduled for June 13, 2023. The City Commission adoption hearing for the amendment is scheduled for June 14, 2023.

This Public Hearing has been advertised consistent with Florida Statutes (Attachment #2).

Options:

1. Conduct the transmittal public hearing on the 2023 Cycle Comprehensive Plan Text Amendment TTA 2023 009 (Southside Action Plan), and transmit the proposed text amendment to the State land planning agency and review agencies.
2. Conduct the transmittal public hearing on the 2023 Cycle Comprehensive Plan Text Amendment TTA 2023 009 (Southside Action Plan), and do not transmit the proposed text amendment to the State land planning agency and review agencies.
3. Board direction.

Recommendation:

Option #1

Attachments:

1. Staff report for TTA 2023 009 (Southside Action Plan)
2. Notice of Public Hearing



2023 Comprehensive Plan Amendment Cycle
TTA2023009
Southside Action Plan

SUMMARY		
Applicant:	Proposed Change:	Amendment Type:
Tallahassee-Leon County Planning Department	This is a text amendment to update Goal 11 [L] of the Land Use Element to reflect the adoption of the Southside Action Plan	Joint Text Amendment
TLCPD Staff:	Comprehensive Plan Amendment:	LPA Recommendation:
Mindy Mohrman, Administrator of Comprehensive Planning	Land Use Element, Vision Statement, Utilities Element, Housing Element, Capital Improvements Element	Approve
Contact Information:	Policy Number(s):	Staff Analysis:
melinda.mohrman@talgov.com 850-891-6415	Goal 11: [L]; Policy 1.3.4: [PW]; Policy 1.3.2, 1.3.7: [SS]; Policy 1.2.4, 3.2.2, 1.3.7, 1.4.4, 1.8.3, 1.8.4: [HC]; Objective 1.6: [CI]; Policy 1.1.3, 1.2.2, 1.6.1, 1.6.2, 1.6.3: [CI]	Consistent
Date: January 19, 2023	Updated: March 9, 2023	

A. EXECUTIVE SUMMARY

The City Commission adopted the Southside Action Plan at their meeting on January 18, 2023 and initiated the proposed Southside Action Plan text amendment (Appendix A) into the 2023 Comprehensive Plan amendment cycle. The proposed amendment amends Goal 11 [L] Southern Strategy Area to update goals, objectives, and policies related to the Southern Strategy Area and formally renames it as the Southside Action Plan. Additional updates to the Vision Statement, Utilities Element, Housing Element, and Capital Improvements Element to replace Southern Strategy Area with the adopted Southside Action Plan are included in this amendment.

B. LOCAL PLANNING AGENCY (LPA) RECOMMENDATION

Find that the proposed text amendment is **consistent** with the Tallahassee-Leon County Comprehensive Plan, based on the findings and other information contained in this staff report, and **ADOPT** the proposed amendment.

C. STAFF ANALYSIS

Staff finds the proposed text amendment **consistent** with the Tallahassee-Leon County Comprehensive Plan based on the findings and other information contained in this staff report.

D. PROPOSED POLICY CHANGE

A full strike through of all Objectives and Policies is provided in Appendix A.

Goal 11: [L] – Southside Action Plan

A plan shall be developed and monitored to align with the community's desire for a framework of action in the southern part of the Tallahassee urban area. To achieve this goal, the local governments shall develop a Southside Action Plan that complements long term public and private investment with small scale visible improvements that are relatable and community driven. This approach recognizes that the vision of Southside citizens is essential to guiding the development, redevelopment, and rehabilitation of the Southside; and that the community's vision focuses on three main areas of improvement: Beautification, Investment, and Engaged and Activated Citizens.

Objective 11.1 [L] – Beautification

Beautify and enhance both public and private spaces across the Southside Action Plan area by improving maintenance and increasing investment.

Policy 11.1.1: [L]

Focus local government beautification efforts in shared public spaces by frequently maintaining and enhancing existing public areas. Support citizen and business investment on private property and shared spaces.

Objective 11.2 [L] – Investment

Direct collaborative efforts of both the public and private sectors towards an increase of homeownership, diverse development and redevelopment types, business variety, and infrastructure in the Southside Community.

Policy 11.2.1: [L]

Identify projects that initiate further investment opportunities in the Southside Community. Support partnerships across federal, state, city and county governments with non-profits and private organizations to identify resources for housing, homeownership, business, and infrastructure for the public.

Policy 11.2.2: [L]

Investment within the Southside Action Plan area shall not occur at the expense of the natural environment or water quality in a manner which is found to be inconsistent with local government initiatives, policies, rules or regulations.

Objective 11.3 [L] – Engaged and Activated Citizens

Foster community involvement and celebration of the Southside.

Policy 11.3.1: [L]

Encourage citizens, neighborhoods, and businesses in the Southside to be engaged and actively involved in community-led projects. Promote projects, empower residents, and connect efforts with resources.

Objective 11.4 [L] – Southside Action Plan Evaluation and Update; Relation to Other Goals Objectives & Policies

Monitor the implementation of the Southside Action Plan.

Policy 11.4.1: [L]

The Tallahassee-Leon County Planning Department will monitor project implementation of the Southside Action Plan by reporting annually on Objective 11.1, 11.2, and 11.3; in coordination with the Leon County and the City of Tallahassee strategic plans.

E. CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed amendment is was reviewed for consistency with the goals, objectives, and policies of the Tallahassee-Leon County Comprehensive Plan. The proposed amendment is consistent with the Comprehensive Plan.

F. SUMMARY OF FINDINGS

The Southside Action Plan originated with a Tallahassee-Leon County Comprehensive Plan policy adopted in 1998, called the “Southern Strategy Area,” or SSA. The policy was adopted by the City and County Commissions in response to the growing concerns about the unbalanced development happening throughout Tallahassee and Leon County. In 2021, the City and County Commissions revisited the SSA policies after more than 20 years since they were adopted into the Comprehensive Plan and initiated the Southside Action Plan, or SAP. The SAP reflects the City Commission’s priority to reevaluate existing planning policies and develop new strategies that lead to community-desired investment in the Southside. Following staff recommendation to step outside the conventional planning process, the City and County Commissions approved the three-phased SAP approach at their Joint Workshop on April 13, 2021.

After initiation of the SAP, renewed efforts were made to listen to the Southside community about what they wanted to see in the area and what it might take to make it happen. Over a period of months staff conducted extensive outreach to engage with Southside residents, business owners, and other community stakeholders through community conversations, public meetings, neighborhood events, and the Southside Action Plan survey. Through this process community priorities were established and included in the proposed amendment to the Comprehensive Plan to update Goal 11 [L] of the Land Use Element to reflect the goals, objectives, and policies identified by the SAP.

At their meeting on January 18, 2023, the City Commission adopted the Southside Action Plan and initiated the proposed Southside Action Plan text amendment. This proposed amendment is needed to replace the former Southern Strategy Area with the adopted Southside Action Plan, and provide consistency with this change throughout other elements.

TTA2023 009: Southside Action Plan

Page 4 of 5

G. MEETING SCHEDULES

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

City Commission Meetings		Date
X	Southside Investment and Area Strategy Presentation at the City Commission Annual Retreat	January 13, 2021
X	Southside Update at the Board of County Commissioners Meeting	February 16, 2021
X	Southside Action Plan Community Engagement Strategy Update at the City-County Joint Workshop	March 23, 2021
X	Southside Action Plan Community Engagement Strategy Ratified at the City-County Joint Public Hearing	April 13, 2021
X	Southside Action Plan Community Engagement Update at the City Commission Meeting	September 22, 2021
X	Southside Action Plan Update at the City Commission Annual Retreat	January 12, 2022
X	Southside Action Plan Update at the Board of County Commissioners Annual Retreat	January 24, 2022
X	Southside Action Plan Update at the City Commission Annual Retreat	January 18, 2023

2023 Amendment Cycle Meetings		Date Completed
X	Local Planning Agency Public Hearing	Feb. 7, 2023
X	Joint City-County Commission Workshop	Mar. 7, 2023
	City Commission Adoption Public Hearing for Small Scale Map Amendments	March 22, 2023
	Joint City-County Transmittal Public Hearing	April 11, 2023
	Joint City-County Adoption Public Hearing	June 13, 2023

TTA2023 009: Southside Action Plan

Page 5 of 5

H. APPENDICES

Appendix A: Proposed Comprehensive Plan Amendment: Southside Action Plan

APPENDIX A
SOUTHSIDE ACTION PLAN
PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT

**GOAL 11: [L] – SOUTHSIDE ACTION PLAN, STRIKE THRU-
UNDERLINE**

SOUTHSIDE ACTION PLAN

Goal 11: [L] – Southside Action Plan

A plan shall be developed and monitored to align with the community’s desire for a framework of action in the southern part of the Tallahassee urban area. To achieve this goal, the local governments shall develop a Southside Action Plan that complements long term public and private investment with small scale visible improvements that are relatable and community driven. This approach recognizes that the vision of Southside citizens is essential to guiding the development, redevelopment, and rehabilitation of the Southside; and that the community’s vision focuses on three main areas of improvement: Beautification, Investment, and Engaged and Activated Citizens.

Objective 11.1 [L] – Beautification

Beautify and enhance both public and private spaces across the Southside Action Plan area by improving maintenance and increasing investment.

Policy 11.1.1: [L]

Focus local government beautification efforts in shared public spaces by frequently maintaining and enhancing existing public areas. Support citizen and business investment on private property and shared spaces.

Objective 11.2 [L] – Investment

Direct collaborative efforts of both the public and private sectors towards an increase of homeownership, diverse development and redevelopment types, business variety, and infrastructure in the Southside Community.

Policy 11.2.1: [L]

Identify projects that initiate further investment opportunities in the Southside Community. Support partnerships across federal, state, city and county governments with non-profits and private organizations to identify resources for housing, homeownership, business, and infrastructure for the public.

Policy 11.2.2: [L]

Investment within the Southside Action Plan area shall not occur at the expense of the natural environment or water quality in a manner which is found to be inconsistent with local government initiatives, policies, rules or regulations.

Objective 11.3 [L] – Engaged and Activated Citizens

Foster community involvement and celebration of the Southside.

Policy 11.3.1: [L]

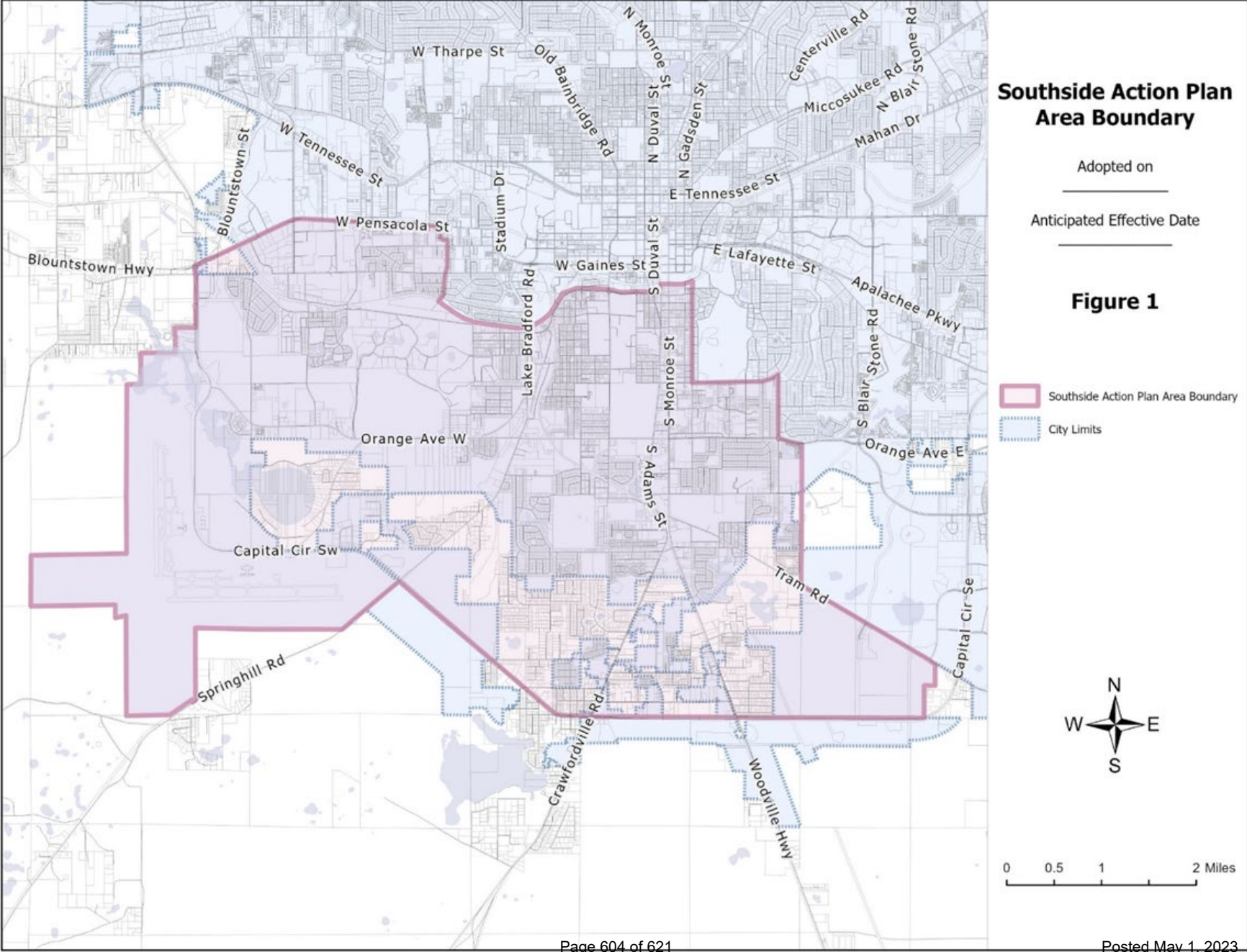
Encourage citizens, neighborhoods, and businesses in the Southside to be engaged and actively involved in community-led projects. Promote projects, empower residents, and connect efforts with resources.

Objective 11.4 [L] – Southside Action Plan Evaluation and Update; Relation to Other Goals Objectives & Policies

Monitor the implementation of the Southside Action Plan.

Policy 11.4.1: [L]

The Tallahassee-Leon County Planning Department will monitor project implementation of the Southside Action Plan by reporting annually on Objective 11.1, 11.2, and 11.3; in coordination with the Leon County and the City of Tallahassee strategic plans.



SOUTHERN STRATEGY AREA**Goal 11: [L] — Southern Strategy Area — (EFF. 12/8/98; REV. EFF. 7/26/06)**

The goal of the Southern Strategy is to encourage quality land development and redevelopment which results in increased population growth toward the southern part of the Tallahassee urban area, to retain and increase employment opportunities, and to attain an income mix in the Southern Strategy Area that is comparable to the remainder of the urbanized County. To achieve this goal, the Southern Strategy will seek to reverse the trend of population loss in the urban core area, reverse the continued increase of families that are living below the poverty level in this area and to stop the further physical deterioration of this vital part of the community. This goal is also to be achieved through considered land development decisions, capital investments, and policies by all levels of government so as to serve as a catalyst for private sector investment in the area. Such decisions are to be based on a sound balance of social, economic, and physical development criteria that are designed to make better use of the available resources to the south, while lessening development pressure in the north and east. The boundaries of the Southern Strategy Area are as shown on the attached map.

Objective 11.1 [L] — Housing — (EFF. 12/8/98)

In conjunction with the efforts to redirect development and focus population growth toward the southern part of the Tallahassee urban area, a wide range of housing opportunities, both in terms of type and price, will be directed toward the Southern Strategy Area. Components to this effort will be phased.

Policy 11.1.1: [L] (City of Tallahassee) — (EFF. 12/8/98)

In years 1999 through 2004, housing efforts shall focus on:

- Maintaining the supply of affordable housing and raising the overall assessed value of housing in the Southern Strategy Area by attracting additional quality residential development to the area.
- Improving the quality of the existing housing stock.
- Improving the safety, appearance, and overall quality of life in the area.
- Increasing home ownership opportunities.

Strategies shall include, but need not be limited to maintaining existing housing stock and residential neighborhoods through increased commitment to code enforcement measures. Such strategies should:

- a. Involve non-profit organizations to the maximum extent possible as a source for providing the funds, assistance and labor for the rehabilitation of existing structures. Self-help and volunteer labor programs should be emphasized to offset the costs of rehabilitation and redevelopment projects.
- b. Consider and develop funding sources for the acquisition of appropriate land or homes in the target area for rehabilitation and development.
- c. Encourage home ownership through local lending institutions such as the Tallahassee Lenders Consortium to make new and rehabilitated homes available to potential residents with reduced or market rate loans, with more flexible underwriting criteria, or at a reduced cost.

Policy 11.1.1: [L] (Leon County) (REV. EFF. 4/18/02)

In years 1999 through 2004, housing efforts shall focus on:

- Maintaining the supply of affordable housing and raising the overall assessed value of housing in the Southern Strategy Area by attracting additional quality residential development to the area.
- Improving the quality of the existing housing stock.
- Improving the safety, appearance, and overall quality of life in the area.
- Increasing home ownership opportunities.

~~Strategies shall include, but need not be limited to maintaining existing housing stock and residential neighborhoods through increased commitment to code enforcement measures. Such strategies should:~~

- ~~a. Develop funding sources for the acquisition of appropriate land or homes in the target area for rehabilitation and development.~~
- ~~b. Involve non-profit organizations to the maximum extent possible as a source for providing the funds, assistance and labor for the rehabilitation of existing structures. Self-help and volunteer labor programs should be emphasized to offset the costs of rehabilitation and redevelopment projects.~~
- ~~c. Encourage home ownership through local lending institutions such as the Tallahassee Lenders Consortium to make new and rehabilitated homes available to potential residents with reduced or market rate loans, with more flexible underwriting criteria, or at a reduced cost.~~

Policy 11.1.2: [L] — (EFF. 12/8/98)

~~Long-term housing policy shall focus on increasing the amount of moderate and upper income housing in the area as a proportion of total housing stock. Strategies shall include, but need not be limited to, improving public infrastructure, improving public safety, and encouraging increased employment opportunities in the Southern Strategy Area.~~

Objective 11.2: [L] Southern Strategy Sector Plan(s) — (EFF. 12/8/98)

~~The Southern Strategy goal shall be implemented through sector plans. Development of these sector plans shall involve residents and business owners, and shall be consistent overall with the Comprehensive Plan and the goals, objectives, and policies within the Plan for the Southern Strategy Area.~~

Policy 11.2.1: [L] — (EFF. 12/8/98; REV. EFF. 7/20/05)

~~The Tallahassee-Leon County Planning Department will evaluate, every three years, the "State of the Southern Strategy" report and submit it to the Local Planning Agency, the Tallahassee City Commission, the Leon County Board of County Commissioners, and City and County departments. This evaluation will serve as one of the factors used in the annual budget submittals of City and County departments. The evaluation will include such land use, demographic, and other data as necessary to provide elected officials, staff, and other citizens a clear assessment as to the progress being made in improving conditions in the Southern Strategy Area.~~

Policy 11.2.2: [L] — (REV. EFF. 12/10/02)

~~By 2004, a sector plan, or plans, shall be prepared and adopted by local government for the Southern Strategy Area. The sector plan(s) shall:~~

- ~~a. Be coordinated with the preparation of redevelopment plans for a Community Redevelopment Area.~~
- ~~b. Include an inventory and assessment of public facilities; an inventory of housing structural conditions; and an assessment of key socioeconomic indicators.~~
- ~~c. Prioritize and focus infrastructure improvements on those facilities that serve this designated area. This should include but not be limited to roadways, utilities, schools, and parks.~~
- ~~d. Encourage and provide forums for the involvement of neighborhood residents, community leaders, neighborhood business leaders, and others in the redevelopment and rehabilitation of this corridor.~~
- ~~e. Identify land use and land development regulation changes to achieve plan objectives, and shall address other issues as identified by sector plan participants.~~
- ~~f. Provide for follow-through in the form of a work plan, including capital improvements programming, with the intent that government projects and programs will proactively serve as stimulants to private sector investment and reinvestment in the Southern Strategy Area.~~
- ~~g. Assess options to increase home ownership.~~

Policy 11.2.3: [L] (City of Tallahassee) (EFF. 12/8/98)

The “State of the Southern Strategy” document will be used to monitor the commitment to undertake needed repairs, replace obsolete infrastructure and facilities and address existing deficiencies within the Southern Strategy Area. This will help to assure the long-term community health of the Southern Strategy Area.

Policy 11.2.3: [L] (Leon County) (REV. EFF. 4/18/02)

The “State of the Southern Strategy” document will be used to monitor the commitment to undertake needed repairs, replace obsolete infrastructure and facilities and address existing deficiencies within the Southern Strategy Area. This will help to assure the long-term community health of the Southern Strategy Area and to assess community disparities.

Policy 11.2.4: [L] (REV. EFF. 1/19/02)

By 2002, develop and implement a program which is intended to establish incentives for construction, reconstruction, and rehabilitation of housing in the Southern Strategy Area. This program may include, but need not be limited to incentives such as the allocation of funding for and implementation of water and sewer rebates for construction costs (on-site and off-site), payment of utilities connection fees, and systems charges.

Policy 11.2.5: [L] (REV. EFF. 1/19/02)

Concurrent with promoting economic growth in the Southern Strategy Area (SSA), the local government will continue to promote actions leading to restoration and maintenance of surface water quality in the SSA lakes through the implementation of ongoing water quality studies as mandated by Conservation Policy 2.1.7. These studies will identify pollution problems and formulate a plan for resolving these issues. It is not the intent of local government to promote development or redevelopment of the SSA at the expense of the natural environment or water quality of this area.

Objective 11.3: [L] Attraction of Development (EFF. 12/8/98; REV. EFF. 12/24/10)

Based on the need to reduce infrastructure and public service delivery costs, enhance urban core stability, protect natural resources, and reduce economic disparity, it is intended that new development be directed into the Southern Strategy Area by making areas inside the urban core and Southern Strategy Area more attractive to development than development at the edges of the urbanized area. To accomplish this over the Plan Horizon, it is intended that residential densities in the Southern Strategy Area average at least two dwelling units per gross acre, and that new non-residential development average at least 10,000 square feet per gross acre.

Policy 11.3.1: [L] (EFF. 12/8/98)

By 2000, the Transportation Plan and the Transit Development Plan for both the City and the County shall establish criteria for promoting improvements that are needed in the Southern Strategy Area. This may be accomplished by including “Positive impact to the Southern Strategy Area” as one of the criteria for promoting projects in the Southern Strategy Area.

Policy 11.3.2: [L] (EFF. 12/8/98)

Require a differential in costs of development for areas outside the Southern Strategy Area to be used as an incentive for development inside the Southern Strategy Area. This can be done through techniques such as reduced permit fees and/or facilities surcharges, and/or through streamlined review for development within the Southern Strategy Area, so long as these techniques are not at the expense of other areas.

Policy 11.3.3: [L] — (EFF. 12/8/98)

By 2004, establish a Tax Increment Financing district in the Southern Strategy Area for the purpose of encouraging reinvestment. This district need not include the entire Southern Strategy Area. Local government may stimulate reinvestment by all means provided by law, including public-private partnerships.

Policy 11.3.4: [L] — (DEL. EFF. 7/20/05)

Reserved

Policy 11.3.5: [L] — (EFF. 1/19/02)

By year 2002, develop landscape and streetscape programs for the Southern Strategy area. Promote the Southern Strategy Area as a focus area to receive available moneys for landscaping of public areas and streetscaping of roadways. Develop several highly visible landscape and streetscape pilot projects to showcase the type of public improvements that emphasize the assets of the Southern Strategy Area.

Policy 11.3.6: [L] — (EFF. 12/8/98)

By 2004, develop a plan and funding mechanisms to retrofit existing stormwater capacity problem areas within the Southern Strategy Area, and amend the comprehensive plan accordingly in the next available plan amendment cycle after retrofit plan adoption. Offer subsidized regional stormwater capacity through regional ponds for new and rehabilitated developments in the Southern Strategy Area.

Policy 11.3.7: [L] — (EFF. 12/8/98)

The City and the County will work with the Leon County School Board to adopt a Southern Strategy policy statement for public schools by the year 2000. This policy statement will be based on the identification of problems and opportunities associated with the provision of public schools in the Southern Strategy Area, and will include a work plan to establish and maintain public schools as a positive force in assisting the City, the County, and citizens at large in achieving the long-term community health of the Southern Strategy Area.

Policy 11.3.8: [L] — (EFF. 12/19/02)

Areas within the Southern Strategy Area that are designated as type B areas will only be permitted to take advantage of concurrency flexibility reflected in Transportation Objective 2.3 and accompanying policies. Areas designated as type B will not be permitted to take advantage of other SSA policies or benefits as outlined in the adopted SSA Comprehensive Plan Policies.

Objective 11.4: [L] Sensitive Treatment and Location of Institutional Land Uses (EFF. 12/8/98)

In conjunction with efforts to redirect development and improve the desirability of residing in the Southern Strategy Area of the Tallahassee urban area, special consideration shall be made to avoid the placement of new institutional land uses in the Southern Strategy Area, and to provide mitigative measures to existing institutional land uses in the Southern Strategy Area in order to improve compatibility with surrounding uses.

Policy 11.4.1: [L] — (EFF. 12/8/98)

Where environmentally, economically and geographically practical, new heavy infrastructure land uses such as waste water treatment plants, airports, correctional facilities, and power plants which serve larger than neighborhood areas, shall be located in areas outside of the Southern Strategy Area. This policy does not apply to public facilities such as schools, parks, greenways, trails, and other recreational uses that would enhance the desirability of residing in the Southern Strategy Area.

Policy 11.4.2: [L] — (REV. EFF. 1/19/02)

By the Year 2002, the City and County shall identify and schedule landscaping improvements to enhance the visual appearance of publicly owned institutional land uses in the Southern Strategy Area. Enhanced landscaping requirements shall apply to all existing City and County institutional facilities, as well as to all new institutional facilities and to expanded or improved institutional facilities.

Policy 11.4.3: [L] — (DEL. EFF. 12/10/02)

Reserved

Objective 11.5 [L] — Economic Assets — (REV. EFF. 1/19/02)

Identify key economic assets which provide employment in the Southern Strategy area and, by 2002, develop programs or actions to help assure their continued viability as a part of the area's economic base.

Policy 11.5.1: [L] — (EFF. 12/8/98)

Work with private sector and educational entities to accomplish the following:

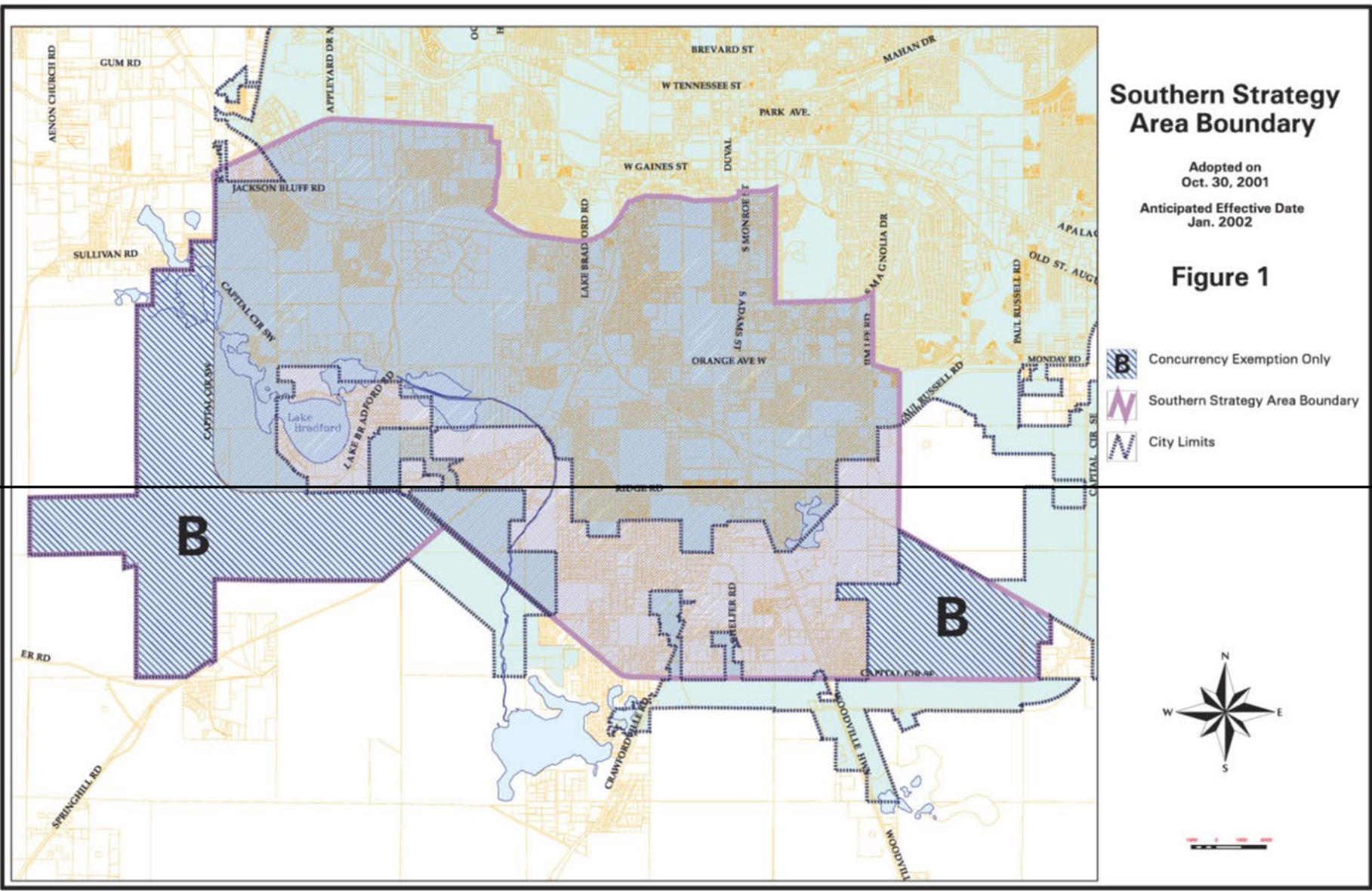
- (a) Develop a proactive marketing strategy for Southern Strategy Area properties to encourage appropriate new businesses and the reuse of existing vacant developments;
- (b) Focus small business assistance programs on businesses in the Southern Strategy Area;
- (c) Research and apply for grants to support economic development in the Southern Strategy Area;
- (d) Focus job training opportunities to lower income residents in the Southern Strategy Area.
- (e) Provide adequate urban infrastructure to support private investment and reinvestment in the Southern Strategy Area.

Policy 11.5.2: [L] — (EFF. 1/7/10)

The economic revitalization of the Southern Strategy Area shall focus on business opportunities from the following industries: Aerospace, Defense/Security, Materials and Healthcare.

Policy 11.5.3: [L] — (EFF. 1/7/10)

Healthcare facilities shall be encouraged to locate in the Southern Strategy Area. Non-financial incentives shall be provided to facilitate the location of such facilities within the Southern Strategy Area and/or within the southern section of Tallahassee-Leon County.



SOUTHSIDE ACTION PLAN
PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT
CONSISTENCY TEXT AMENDMENTS, STRIKE THRU-UNDERLINE

[INTRODUCTION]

VISION STATEMENT AND IMPLEMENTATION

(REV. EFF. 7/26/06; REV. EFF. 1/7/10)

[in relevant part only]

...The plan encourages projects and activities that provide significant additional value to the community. This includes supporting development in strategic areas such as the Downtown Overlay, Multimodal Transportation District and ~~Southern Strategy Areas~~ Southside Action Plan areas.

~~The intent of the Southern Strategy is to direct quality development and redevelopment into the area designated as the Southern Strategy area. Success of the Southern Strategy will benefit the entire community in terms of an increased tax base, greater choices for residential and employment opportunities, and other general quality of life factors such as greater availability of shopping, recreation and educational opportunities throughout the community. The focus of this strategy is to make this area of the community a desirable residential location for people of all incomes. This area contains many assets we strive for in other parts of the community such as close proximity to jobs and downtown, walk to commercial, neighborhood schools and parks, and affordable housing. Similarly, the Lake Bradford Chain of Lakes, the St. Marks Bike Trail and its extensions, and the proximity of the National Forest make this area important for environmental and recreational reasons. It also contains historic neighborhoods and is in proximity to cultural activities in the community, with museums and nearby concert facilities; educational activities, with two nearby universities and the community college. It contains a great diversity of neighborhoods, housing, and employment close to the urban core. These are the assets that make a true city.~~

The Downtown Overlay consists primarily of the urban core of the City of Tallahassee and is intended to clearly distinguish the City's Downtown Boundary. This overlay district primarily comprises the Capital Center area, Gaines Street Corridor, and parts of the ~~Southern Strategy Area~~ Southside Action Plan area. The intent of this overlay district is to encourage high density and quality redevelopment as well as remove barriers to achieving the allowable densities within this area...

UTILITIES: POTABLE WATER

Policy 1.3.4: [PW] (Leon County) (REV. EFF. 8/17/92)

Connection and user fees shall be set at levels sufficient to equitably finance the water infrastructure projects in the CIE. For the purposes of the Sanitary Sewer and Water Sub-Elements, equitably is defined as users paying for hook-up and system charges and their pro rata share of the costs of facility expansions to serve their development, but allowing for special practices to implement the ~~Plan's Southern Strategy~~ Southside Action Plan. Pro rata amounts will be determined by the cost impacts of each development which is anticipated to hook-up to the facility expansion.

UTILITIES: SANITARY SEWER

Policy 1.3.2: [SS]

(REV. EFF. 12/24/10, PREVIOUSLY POLICY 1.3.1: [SS]; REV. EFF. 12/15/11)

For areas lying outside of the Urban Service Area boundary and within the Urban Fringe land use category, central sanitary sewer service may be extended and/or provided by an existing utility provider under the following circumstances:

- a) To serve an existing residential subdivision in order to correct documented environmental or health problems associated with failing septic treatment systems; or
- b) To serve a new Conservation subdivision or permitted non-residential use that is otherwise in compliance with the Comprehensive Plan and its implementing land development regulations; AND
- c) No additional lands designated Rural or Urban Fringe as of August 26, 2006 shall be converted to a more dense or intense land use category unless adjoining lands are also within the designated Urban Service Area boundary or the designated Woodville Rural Community. Conversions to the Woodville Rural Community designation shall be consistent with the Transfer of Development Units provision in Policy 4.2.5: [C].

All costs of sewer line extensions, any necessary lift stations and on-site sewer infrastructure shall be borne by the developer as specified within the adopted "Water and Sewer Agreement" and shall be constructed to the standards specified within the Agreement. In cases where the City of Tallahassee is the service provider, the City Manager and the County Administrator or their designees may agree that the connection of a development to central sewer is not economically feasible and may deny such requests to connect. Such cases may arise when considering lower density isolated developments, developments located in areas that are not environmentally sensitive, or developments that are not within a reasonable distance to existing infrastructure. The City of Tallahassee shall place a higher priority upon serving areas that are within the ~~Southern Strategy Area~~Southside Action Plan area and/or areas that may be determined to negatively impact the environmental quality of Wakulla Springs if developed with traditional septic tank systems. The City of Tallahassee reserves the right to develop agreements with property owners and developers to make service available within time frames and at locations that vary from those criteria for connection found within the "Water and Sewer Agreement." As part of such agreements, additional financial responsibility may be borne by the developer for connection to occur.

Policy 1.3.7: [SS] (Leon County)

(REV. EFF. 8/17/92; REV. AND RENUMBERING EFF. 12/24/10)

Connection fees and user fees shall be set at levels sufficient to equitably finance the sewer infrastructure projects in the CIE. For the purposes of the Sanitary Sewer and Water Sub-Elements, equitably is defined as users paying for hook-up and system charges and their pro rata share of the costs of facility expansions to serve their development, but allowing for special practices to implement the ~~Plan's Southern Strategy~~Southside Action Plan. Pro rata amounts will be determined by the cost impacts of each development which is anticipated to hook-up to the facility expansion.

**(CITY OF TALLAHASSEE)
HOUSING ELEMENT**

**Policy 1.2.4: [H]
(EFF. 4/10/09)**

To insure that future development provides some degree of affordable housing units and that these units are evenly distributed throughout the community and to prevent negative impacts associated with geographic over-concentration, the City shall continue to require the following for residential developments: the construction of affordable on-site housing units or off-site housing units within the same census tract or other location as approved by elected officials.

The percentage of affordable units required to be built by the developer shall be established by ordinance and shall be consistent with the following: the most recent housing information available from the Shimberg Center for Affordable Housing and the latest estimates of area family income published annually by the federal Housing and Urban Development Department, or the best available data, as determined by the Planning Department.

The option of contributing fees to an applicable affordable housing program in lieu of construction of an affordable unit shall be available only for small and medium size developments. This fee shall be established by ordinance and shall be based upon a percentage of the difference between the average selling price of the units sold and the established maximum sales price affordable to a low income family. The fee shall apply to each required affordable unit not built. The thresholds for small, medium and large residential developments will be established by ordinance.

In order to accomplish equitable distribution of affordable housing, this policy shall apply only to developments located within census tracts where the median family income is higher than the median family income for Leon County. Census tracts located in the ~~Southern Strategy Boundary~~Southside Action Plan area where the median family income is higher than the median family income for Leon County shall be exempted from this policy. Maps of the census tracts affected by this policy are located at the end of the Housing Element Goals, Objectives, and Policies.

For the purposes of this policy, two or more developments shall be aggregated and considered as one development, if they are no more than ¼ mile apart and any two of the following criteria are met:

- a) There is a common interest in two or more developments;
- b) The developments will undergo improvements within the same five year period;
- c) A master plan exists submitted to a governmental body addressing all developments;
- d) All developments share some infrastructure or amenities;
- e) A common advertising scheme addresses all development.

**Policy 3.2.2: [H]
(EFF. 12/8/98)**

City and County governments will consider incentives to individuals and businesses to encourage them to reside and locate, and to promote business and homeownership within the ~~Southern Strategy Area~~Southside Action Plan area and Central Core. These incentives may include obligations on the part of such individuals and businesses to participate in the betterment of the targeted area through commitment of resources, assets, or other contributions. Special consideration shall be given to provide incentives to attract law enforcement personnel to reside within the targeted Central Core and ~~Southern Strategy Area~~Southside Action Plan area neighborhoods.

**(LEON COUNTY)
HOUSING ELEMENT**

**Policy 1.3.7: [HC]
(EFF. 7/1/94; REV. EFF. 4/10/09)**

By 2009, the County shall adopt an ordinance providing developer incentives for the provision of low and moderate income homeownership opportunities within new developments or at nearby off-site locations. Priority shall be given to developments locating within the ~~Southern Strategy~~Southside Action Plan area, especially developments locating in areas where urban infrastructure currently exists with adequate capacity to support new development. This ordinance shall specify all applicable implementation details, including, but not limited to: available developer incentives; criteria for granting incentives; eligible household recipient qualifications and applicable restrictions; exemptions as may be applicable; and periodic review and monitoring of the implementation of Policies 1.4.6 and 1.4.7.

**Policy 1.4.4: [HC]
(EFF. 4/10/09)**

The first priority for the expenditure of unrestricted County housing funding shall be housing rehabilitation and preference shall be given to housing rehabilitation within the target areas adopted pursuant to Policy 1.4.3[HC] and the ~~Southern Strategy Area~~Southside Action Plan area.

**Policy 1.8.3: [HC]
(EFF. 4/18/02)**

City and County governments will consider incentives to individuals and businesses to encourage them to reside and locate, and to promote business and homeownership within the ~~Southern Strategy Area~~Southside Action Plan area and Central Core. These incentives may include obligations on the part of such individuals and businesses to participate in the betterment of the targeted area through commitment of resources, assets, or other contributions. Special consideration shall be given to provide incentives to attract law enforcement personnel to reside with the targeted Central Core and ~~Southern Strategy Area~~Southside Action Plan area neighborhoods.

**Policy 1.8.4: [HC]
(EFF. 4/10/09)**

The development of affordable housing shall be encouraged in the unincorporated section of the ~~Southern Strategy Area~~Southside Action Plan area. The County shall prioritize or set-aside a portion of existing incentives for developments locating in the ~~Southern Strategy Area~~Southside Action Plan area and are providing an integrate community with a mixture of housing types, prices, and lot sizes. As provided for in Policy 1.3.7, Leon County shall develop and adopt incentives for affordable housing development with specific priority and/or set-aside for quality housing development in the ~~Southern Strategy Area~~Southside Action Plan area that include affordable/workforce housing.

CAPITAL IMPROVEMENT ELEMENT

Policy 1.1.3: [CI]

(REV. EFF. 7/25/03; REV. EFF. 7/20/05; REV. EFF. 12/24/10; REV. EFF. 12/15/11)

LEVELS OF SERVICE REQUIRED FOR INFRASTRUCTURE, FACILITIES, AND UTILITIES

[in relevant part only]

The following standards are hereby established as the minimum levels of service for various infrastructure, facilities, utilities and services required to support new development within the City of Tallahassee and Leon County.

1. Roadways

The peak hour roadway level of service for Tallahassee and Leon County is established as follows:

Table 1: Peak hour roadway level of service (Capital Improvements)

Functional Classification	Inside the USA	Outside the USA
Interstate, Intrastate, Limited Access Parkways	C	B
Principal Arterials	D	C
Minor Arterials	D / E*	C
Major and Minor Collectors	D / E*	C
Local Streets	D	D

*For Minor Arterials, and Major and Minor Collectors located inside the Urban Service Area and south of U.S. 90, the Level of Service shall be "D" for purposes of establishing priorities for programming transportation improvements, and "E" for meeting concurrency requirements, to support the ~~Southern Strategy~~Southside Action Plan. Roads north of U.S. 90 shall be LOS D for both programming improvement and concurrency purposes.

Policy 1.2.2: [CI]

(REV. EFF. 12/8/98; REV. EFF. 7/21/05; REV. EFF. 3/17/11)

Existing and future development shall both pay for the costs of needed public facilities.

1. Future development

- a. Future development shall pay for its proportional share of the capital improvements needed to address the impact of such development. Enterprise fund user charges, connection fees, and other user fees paid by new development shall be reviewed every two years to assure that provision of capital improvements needed to address the impact of future development will not increase ad valorem tax rates or rates of electric, gas, water or sewer utilities. Upon completion of construction, "future" development becomes "present" development, and shall contribute to paying the costs of the replacement of obsolete or worn out facilities as described in subsection 2, below.
- b. Future development's payments may take the form of, but are not limited to, voluntary contributions for the benefit of any public facility, impact fees, capacity fees, dedications of land, provision of public facilities, and future payments of user fees, special assessments and taxes.
- c. Future development's payment of proportionate fair-share mitigation for various deficient facilities may be aggregated to pay for one or more transportation system improvements. "Significant benefit" proportionate fair share may be applied to calculate and expend developer mitigation in the following manner:

Assessment: The local government shall require an analysis of transportation facilities level of service to determine if deficiencies occur or are projected to occur within a prospective five-year period. If deficiencies are anticipated, the local government may use the “significant benefit” approach to assess proportionate fair-share mitigation and schedule improvements to address the identified deficiency(ies) on the impacted facility(ies) to meet the requirements for financial feasibility pursuant to Sections 163.3164(32), F.S., and 163.3177(3), F.S.

Implementation: The “significant benefit” provision shall be enacted through a Significant Benefit Memorandum of Agreement (“MOA”) between the State of Florida Department of Transportation (“FDOT”), the City of Tallahassee, and Leon County, as it may be amended from time to time. The MOA shall adhere to the following:

- (1) Identify geographic zones and prioritize specific facilities that constitute “significant benefit” facilities for each zone. These facilities, and the amount of funding necessary to pay for each of them, shall be identified within the MOA. Significant benefit facilities included in the annual Capital Improvements Element update shall be noted as being funded by significant benefit proportionate fair-share. A map showing the most current boundaries of the geographic zones shall also be included in the annual Capital Improvements Element update;
 - (2) When there are no roadway capacity projects in the City, County, or FDOT Capital Improvements Plan (“CIP”) that address the capacity deficiency of an impacted roadway segment(s), the local government may collect proportionate fair-share mitigation based on the deficient facility(ies), and direct that mitigation toward the top priority project identified in the MOA;
 - (3) Proportionate fair-share mitigation shall be accumulated for the top priority significant benefit project for each zone until such time as the project is fully funded. This project shall be incorporated into the local government’s 5-Year Capital Improvements Schedule;
 - (4) Prior to adoption of any comprehensive plan amendment relying on a MOA for City and/or County approval, the developer/applicant shall enter into a binding agreement with the City and/or County guaranteeing payment of the proportionate fair-share amount at the time of site plan approval. This agreement shall apply to the parcel rather than the applicant, and shall be submitted to the state land planning agency as data and analysis in support of the comprehensive plan amendment
 - (5) In the event a plan amendment necessitates the addition, deletion or change in priority for projects listed in the significant benefit project priority list (Attachment B of the MOA), the 5-Year Capital Improvements Schedule must be amended to indicate the significant benefit project(s) to which the proportionate fair-share funding will be allocated.
2. Existing development
 - a. Existing development shall pay for the capital improvements that reduce or eliminate existing deficiencies, and some or all of the replacement of obsolete or worn out facilities.
 - b. Existing development’s payments may take the form of user fees, special assessments and taxes. 9J-5.016(3)(b)4, (3)(c)8
 3. Both existing and future development may have part of their costs paid by grants, entitlements or the provision of public facilities from other levels of government and independent districts.

4. The City will eliminate on-site refunds to property owners or their representatives except in those situations within the City limits which specifically support the City's goals of affordable housing, urban infill development, or ~~the Southern Strategy goal of a more balanced growth pattern~~goals of the Southside Action Plan. In order to receive a rebate, a development must have an average net density of not less than two (2) units per acre.

For purposes of this paragraph, the following definitions shall apply:

- a. Affordable housing: Any residential development in which 7% or greater of the residential units are determined to be affordable housing as defined in Section XIII, Glossary, under the Housing Element.
- b. Urban infill development: A development located on a parcel of property bounded on two or more sides by existing urban development, or adjacent to existing water or sewer service. "Urban development" is defined as densities or intensities of one unit per acre or greater.
- c. ~~Southern Strategy~~Southside Action Plan: Any development located within the ~~Southern Strategy Area~~Southside Action Plan Area Boundary, as defined in the Land Use Element.
(REV. EFF. 4/18/02)

The amount of on-site water and sewer refunds, on a residential equivalent basis shall not exceed (for water) an amount calculated to be the average cost to extend water distribution lines across a lot having 80 feet of frontage and (for sewer) an amount calculated to be the average cost to extend sewer collection lines across a lot having 80 feet of frontage.

The City shall amend its water and sewer extension policies and ordinances within sixty (60) days of the effective date of this amendment in order to effectuate the intent of this amendment.

In any utility reimbursement agreement, urban services agreement, or any other agreement which provides for on-site refunds, the agreement shall state the specific goal or goals of this plan which are served or achieved by the provision of refunds.

Objective 1.6: [CI]
(EFF. 12/8/98)

The City of Tallahassee and Leon County shall adopt and implement revised programs and/or policies which favor the funding and scheduling of their capital improvements programs and policies for the Central Core Area and ~~Southern Strategy Area~~Southside Action Plan area.

Policy 1.6.1: [CI]
(EFF. 12/8/98)

The local governments shall commit to undertake needed repairs, replace obsolete infrastructure and facilities, and address existing infrastructure deficiencies within the Central Core Area and ~~Southern Strategy Area~~Southside Action Plan area. The identification of such projects shall be based on the Comprehensive Assessment of the Central Core Area; the Comprehensive Assessment of the ~~Southern Strategy Area~~Southside Action Plan area; the Strategic Implementation Plan of the Central Core Area; the Strategic Implementation Plan of the ~~Southern Strategy Area~~Southside Action Plan area; and, any applicable Sector Plans.

Policy 1.6.2: [CI]
(EFF. 12/8/98)

By 1999, the local governments shall establish criteria for evaluation of projects proposed for inclusion within the 5 Year Capital Improvement Schedule. Among these criteria, there shall be criteria reflecting

the commitment to needed improvements within the Central Core Area and the ~~Southern Strategy Area~~Southside Action Plan area.

Policy 1.6.3: [CI]

(EFF. 12/8/98)

Funding approved to implement capital improvements necessary to address those needs identified by the Comprehensive Assessment of the Central Core Area and the Comprehensive Assessment of the ~~Southern Strategy Area~~Southside Action Plan area shall not be diverted to other projects without the expressed consent of the Commission.

Notice of Comprehensive Plan Amendment Public Hearings

Board of County Commissioners Transmittal Public Hearing

Tuesday, May 9, 2023 at 6 p.m.
County Commission Chambers – Leon County Courthouse,
301 S. Monroe Street, Tallahassee, FL, 32301

TEXT AMENDMENT TRANSMITTAL

Requested Text Amendment: Southside Action Plan

Reference Number: TTA2023009

Applicant: Tallahassee-Leon County Planning Department

This is a text amendment to the Tallahassee-Leon County Comprehensive Plan Land Use Element that amends Goal 11 [L] to rename it as the Southside Action Plan and update associated goals, objectives, and policies.

Leon County will be broadcasting the public hearing on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page (<https://www.facebook.com/LeonCountyFL/>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and website (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 are also invited to submit written public comments until 8:00 p.m. on Monday, May 8, 2023, by visiting <https://leoncountyfl.gov/PublicComments>. All submitted written comments will be distributed to the Board prior to the public hearing and made a part of the record. Written comments received by the public will be posted on the County's website (www.LeonCountyFL.gov) in advance of the hearing. Persons needing assistance with submitting comments may contact County Administration via telephone at (850) 606-5300, or via email at LCG_PublicComments@leoncountyfl.gov.

Written public comments received after the 8:00 p.m., Monday, May 8, 2023, deadline will be made available to the Board and entered into the record during the hearing, although the County cannot guarantee that Commissioners will have adequate time to review such comments prior to the hearing or that the comments will be posted on the County website prior to the hearing.

Interested parties may also provide 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, May 9, 2023. 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, or via email at LCG_PublicComments@leoncountyfl.gov. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of the Ordinance may be inspected on the County's web site (www.LeonCountyFL.gov). To receive copies of the Ordinance by other means, such as email, mail, or facsimile transmittal, contact County Administration at 850-606-5300 or the Tallahassee-Leon County Planning Department at 850-891-6400.

Transmittal Hearing 5/9/23