

# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## REGULAR MEETING AGENDA

**Tuesday, July 9, 2024  
3:00 p.m.**

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



### ***COUNTY COMMISSIONERS***

Carolyn D. Cummings, Chair  
At-Large I

Brian Welch, Vice Chair  
District 4

Christian Caban  
District 2

Nick Maddox  
At-Large II

Rick Minor  
District 3

David T. O'Keefe  
District 5

Bill Proctor  
District 1

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](http://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](mailto: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](http://www.leoncountyfl.gov/ADA).

# Board of County Commissioners

Leon County, Florida

## Agenda

Regular Public Meeting

Tuesday, July 9, 2024, 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 and Pledge of Allegiance by Commissioner Brian Welch

### **AWARDS AND PRESENTATIONS**

- Proclamation Recognizing Henry Murphy, Sr., in Honor of His Remarkable Century of Life and Contributions to the Community.  
*(Commissioner Cummings)*
- Proclamation Recognizing Race Amity Day in Leon County.  
*(Commissioner Proctor)*
- Proclamation Recognizing Olean's Cafe for Supporting Residents of Leon County During the Aftermath of the May 10th Tornadoes.  
*(Commissioner Proctor)*

### **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: April 23, 2024 Budget Workshop, and May 14, 2024 Regular Meeting  
*(Clerk of Court)*
2. Payments of Bills and Vouchers  
*(County Administrator / Office of Management and Budget)*
3. Proposed Revisions to Leon County Personnel Policies and Procedures, Section 7 – Attendance and Leave  
*(County Administrator / Human Resources)*
4. Commissioner Appointments to the Code Enforcement Board  
*(County Administrator / Administration)*
5. Ratification of Board Actions Taken at the June 18, 2024 Fiscal Year 2025 Budget Workshop  
*(County Administrator / Office of Management and Budget)*
6. Fiscal Year 2025 State Housing Initiatives Partnership Funding  
*(County Administrator / Human Services & Community Partnerships)*
7. Approval to Submit a Florida Department of Environmental Protection Grant Application for the Woodville Sewer System Project  
*(County Administrator / Public Works)*
8. Approval of the Plat for Bradford Hills – Phase I  
*(County Administrator / Public Works)*

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

9. Authorization to Negotiate for Professional Audit Services  
*(Clerk of Court / Purchasing)*
10. Approval to Purchase Three Motor Graders for Leon County Public Works  
*(County Administrator / Public Works / Purchasing)*
11. Approval of the Bid Award for Open Graded Hot Mix Bituminous Paving Services  
*(County Administrator / Public Works / Purchasing)*
12. Approval of an Agreement for Electronic Monitoring Products and Services with Sentinel Offender Services, LLC  
*(County Administrator / Office of Intervention & Detention Services)*
13. Approval to Award an Agreement for Professional and Operational Services for the Adderley Amphitheater at Cascades Park for Ticketed, Regional Concerts  
*(County Administrator / Tourism)*

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

14. Fiscal Year 2022/2023 Annual Audit and Financial Statements  
*(Clerk of Court)*
15. Acceptance of the Fiscal Year 2022-2023 Annual Investment Report and Approval of Revisions to Leon County Investment Policy No. 17-4  
*(Clerk of Court)*

16. Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.  
*(County Administrator / Office of Resource Stewardship)*

**CONSENT ITEMS PULLED FOR DISCUSSION**

**GENERAL BUSINESS**

17. After Action Report on Leon County's Preparation, Response, and Recovery Efforts to the May 10 Tornado Outbreak  
*(County Administrator / Emergency Management)*
18. Report on Four Existing County Road Repair and Stabilization Programs and Consideration of Two New Programs for Private Roads  
*(County Administrator / Public Works)*
19. Status Report on the Miccosukee Canopy Road Greenway and Designated Canopy Road Protections  
*(County Administrator / Planning)*
20. Full Board Appointments to the Affordable Housing Advisory Committee, the Big Bend Health Council, and the Leon County Educational Facilities Authority  
*(County Administrator / Administration)*

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

21. First and Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector  
*(County Administrator / Office of Management and Budget)*
22. First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector  
*(County Administrator / Office of Management and Budget)*
23. First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector  
*(County Administrator / Office of Management and Budget)*
24. First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Belair/Annawood Area, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector  
*(County Administrator / Public Works)*
25. First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Killlearn Lakes Plantation Subdivision Units 1 and 2, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector  
*(County Administrator / Public Works)*
26. First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 16 of the Leon County Code of Laws Related to Parking  
*(County Administrator / Public Works / County Attorney)*

27. First and Only TEFRA Public Hearing and Adopt the Resolution to Authorize the Refunding of Certain Orange County Health Facilities Authority Revenue Bonds, Relating in Part for the Benefit of Westminster Oaks, located in Leon County  
(County Administrator / Office of Management and Budget)

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

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

**COMMENTS/DISCUSSION ITEMS**

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

**RECEIPT AND FILE**

- None

**ADJOURN**

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for  
**Tuesday, September 17, 2024 at 3:00 p.m. – Regular Meeting***

**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](http://www.leoncountyfl.gov)**

**PUBLIC NOTICE**

**Leon County Board of County Commissioners  
 2024 Tentative Meeting Schedule**

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

| <b>Date</b>         | <b>Day</b> | <b>Time</b>            | <b>Meeting</b>  |
|---------------------|------------|------------------------|---|
| <b>January 22</b>   | Monday     | 9:00 a.m.              | Board Retreat   |
| <b>January 23</b>   | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>February 20</b>  | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>March 19</b>     | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>April 9</b>      | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>April 9</b>      | Tuesday    | 6:00 p.m.              | Transmittal Hearing on the 2024 Cycle Comprehensive Plan Amendments   |
| <b>April 23</b>     | Tuesday    | 9:00 a.m.              | Budget Workshop   |
| <b>May 14</b>       | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>June 11</b>      | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>June 11</b>      | Tuesday    | 6:00 p.m.              | Adoption Hearing on 2024 Cycle Comprehensive Plan Amendments  |
| <b>June 18</b>      | Tuesday    | 9:00 a.m.              | Budget Workshop   |
| <b>July 9</b>       | Tuesday    | 9:00 a.m.              | Budget Workshop (if necessary)  |
| <b>July 9</b>       | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>September 17</b> | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>September 17</b> | Tuesday    | 6:00 p.m.              | First Public Hearing on Tentative Millage Rate and Budgets  |
| <b>September 24</b> | Tuesday    | 1:30 p.m.              | Workshop on the Southside Action Plan   |
| <b>September 24</b> | Tuesday    | 3:00 p.m.              | Workshop on County’s Purchasing Policy  |
| <b>September 24</b> | Tuesday    | 6:00 p.m.              | Second Public Hearing on Final Millage Rate and Final Budgets   |
| <b>October 8</b>    | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |
| <b>October 22</b>   | Tuesday    | 1:00 p.m.<br>3:00 p.m. | Workshop – Legislative Priorities (tentative)<br>Workshop on the Comprehensive Plan Land Use & Mobility Elements Update |
| <b>November 19</b>  | Tuesday    | 3:00 p.m.              | Installation, Reorganization & Regular Board Meeting  |
| <b>December 10</b>  | Tuesday    | 3:00 p.m.              | Regular Board Meeting   |

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

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
[2024 Tentative Calendar](#)

| <b>Month</b>     | <b>Day</b>                            | <b>Time</b>                      | <b>Meeting Type</b>  |  |
|------------------|---------------------------------------|----------------------------------|--|--|
| <b>June 2024</b> | <i>Wednesday 5 –<br/>Sunday 9</i>     |                                  | <i>National Organization of Black County Officials (NOBCO) Annual Conference<br/>Atlanta – Fulton County, GA</i>   |  |
|                  | Tuesday 11                            | 3:00 p.m.                        | Regular Meeting<br>County Courthouse, 5th Floor Commission Chambers  |  |
|                  |                                       | 6:00 p.m.                        | Adoption Hearing on Cycle 2024 Comprehensive Plan Text Amendments  |  |
|                  | Monday 17                             | 1:30 p.m.                        | Capital Region Transportation Planning Agency Meeting<br>City Commission Chambers  |  |
|                  | Tuesday 18                            | 9:00 a.m.                        | Budget Workshop<br>County Courthouse, 5th Floor Commission Chambers  |  |
|                  | <i>Tuesday 25 –<br/>Friday 28</i>     |                                  | <i>FAC Annual Conference &amp; Educational Exposition<br/>Orange County; Orlando, FL</i>   |  |
| <b>July 2024</b> | Thursday 4                            | Offices Closed                   | INDEPENDENCE DAY   |  |
|                  | Tuesday 9                             | 9:00 a.m.                        | Budget Workshop (if necessary)<br>County Courthouse, 5th Floor Commission Chambers   |  |
|                  |                                       | 3:00 p.m.                        | Regular Meeting<br>County Courthouse, 5th Floor Commission Chambers  |  |
|                  |                                       | 6:00 p.m.                        | First and Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector   |  |
|                  |                                       | 6:00 p.m.                        | First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector   |  |
|                  |                                       | 6:00 p.m.                        | First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to Tax Collector   |  |
|                  |                                       | 6:00 p.m.                        | First and Only Public Hearing to Approve the Resolution Adopting the Tower Oaks Non-ad Valorem Assessment Roll and Certifying the Entire Roll to the Tax Collector   |  |
|                  |                                       | 6:00 p.m.                        | First and Only Public Hearing to Approve the Resolution Imposing Non-Ad Valorem Assessments for Sewer Services for Certain Real Property in Annawood, and Approve Resolution Adopting the Annawood Non-Ad Valorem Assessment Roll and Certifying the Roll to the Tax Collector |  |
|                  | <i>Friday 12 -<br/>Monday 15</i>      |                                  | <i>NACo Annual Conference<br/>Hillsborough County - Tampa, FL</i>  |  |
|                  | Tuesday 23                            | No Meeting                       | BOARD RECESS   |  |
|                  | <i>Wednesday 24 –<br/>Saturday 27</i> |                                  | <i>National Urban League Annual Conference<br/>New Orleans, LA</i>   |  |
|                  | <b>August 2024</b>                    | <i>Friday 16 –<br/>Sunday 18</i> |  | <i>Chamber of Commerce Annual Conference<br/>Amelia Island, Fernandina Beach, FL</i> |
|                  | <b>September 2024</b>                 | Monday 2                         | Offices Closed   | LABOR DAY  |
| Thursday 5       |                                       | 3:00 p.m.<br>5:00 p.m.           | Blueprint Intergovernmental Agency Meeting and Budget Public Hearing<br>City Commission Chambers   |  |

| Month                             | Day                                   | Time             | Meeting Type   |
|-----------------------------------|---------------------------------------|------------------|--|
| <b>September 2024<br/>(cont.)</b> | <i>Wednesday 11 –<br/>Sunday 15</i>   |                  | <i>Congressional Black Caucus Annual Legislative<br/>Conference – Washington D.C.</i>  |
|                                   | Tuesday 17                            | 1:30 p.m.        | Capital Region Transportation Planning Agency Meeting<br>City Commission Chambers  |
|                                   | <u>Tuesday 17</u>                     | 3:00 p.m.        | Regular Meeting<br>County Courthouse, 5 <sup>th</sup> Floor Commission Chambers  |
|                                   |                                       | 6:00 p.m.        | First Public Hearing Regarding Tentative Millage Rates<br>and Tentative Budgets for FY 24/25   |
|                                   |                                       | 6:00 p.m.        | First and Only Public Hearing to Consider Adoption of a<br>Resolution Approving and Adopting the Local Provider<br>Participation Fund Non-Ad Valorem Assessment Roll |
|                                   | <i>Wednesday 18 –<br/>Thursday 19</i> |                  | <i>FAC Innovation &amp; Policy Conference<br/>Escambia County FL</i>   |
|                                   | <i>Saturday 21 –<br/>Wednesday 25</i> |                  | <i>ICMA Annual Conference<br/>Allegheny County – Pittsburgh, PA</i>  |
|                                   | Tuesday 24                            | <b>1:30 p.m.</b> | <b>Workshop on the Southside Action Plan</b><br>County Courthouse, 5 <sup>th</sup> Floor Commission Chambers   |
|                                   |                                       | <b>3:00 p.m.</b> | <b>Workshop on County’s Purchasing Policy</b><br>County Courthouse, 5 <sup>th</sup> Floor Commission Chambers  |
|                                   |                                       | 6:00 p.m.        | Second & Final Public Hearing on Adoption of Final<br>Millage Rates and Budgets for FY 24/25   |
| <b>October 2024</b>               | Tuesday 8                             | 3:00 p.m.        | Regular Meeting<br>County Courthouse, 5 <sup>th</sup> Floor Commission Chambers  |
|                                   | Tuesday 15                            | 1:30 p.m.        | Capital Region Transportation Planning Agency Meeting<br>City Commission Chambers  |
|                                   | Tuesday 22                            | 1:00 pm          | Workshop on Legislative Priorities (tentative)<br>County Courthouse, 5 <sup>th</sup> Floor Commission Chambers   |
|                                   |                                       | 3:00 pm          | Workshop on the Comprehensive Plan Land Use &<br>Mobility Elements Update<br>County Courthouse, 5 <sup>th</sup> Floor Commission Chambers                            |
| <b>November 2024</b>              | Tuesday 5                             | Offices Closed   | ELECTION DAY   |
|                                   | Monday 11                             | Offices Closed   | VETERAN’S DAY observed   |
|                                   | Thursday 14                           | 3:00 p.m.        | Blueprint Intergovernmental Agency Meeting<br>City Commission Chambers   |
|                                   | Tuesday 19                            | 3:00 p.m.        | Installation, Reorganization and Regular Meeting<br>County Courthouse, 5 <sup>th</sup> Floor Commission Chambers   |
|                                   | Monday 25                             | 1:30 p.m.        | Capital Region Transportation Planning Agency Meeting<br>City Commission Chambers  |
|                                   | Thursday 28                           | Offices Closed   | THANKSGIVING DAY   |
|                                   | Friday 29                             | Offices Closed   | FRIDAY AFTER THANKSGIVING DAY  |
| <b>December 2024</b>              | <i>Wednesday 4 –<br/>Friday 6</i>     |                  | <i>FAC Legislative Conference<br/>Hillsborough County – Tampa, FL</i>  |
|                                   | Tuesday 10                            | 3:00 p.m.        | Regular Meeting<br>County Courthouse, 5 <sup>th</sup> Floor Commission Chambers  |
|                                   | Tuesday 17                            | 1:30 p.m.        | Capital Region Transportation Planning Agency Meeting<br>City Commission Chambers  |
|                                   | Wednesday 25                          | Offices Closed   | CHRISTMAS  |
| <b>January 2025</b>               | Wednesday 1                           | Offices Closed   | NEW YEAR’S DAY   |
|                                   | Tuesday 7                             | No Meeting       | BOARD RECESS   |
|                                   | Monday 20                             |                  | MARTIN LUTHER KING, JR. DAY  |

*Meetings listed in italics are included in the Board’s 2024 Travel Schedule*



## **Citizen Committees, Boards, and Authorities** **Current and Upcoming Vacancies**

### **CURRENT VACANCIES**

#### **Affordable Housing Advisory Committee**

Board of County Commissioners (2 appointments) for one of the following categories:

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

#### **Animal Classification Committee**

Board of County Commissioners (1 appointment) – Licensed Veterinarian

#### **Board of Adjustments & Appeals**

City Commission (2 appointments)

#### **Children's Services Council**

Governor (1 appointment)

#### **Joint Bicycling Workgroup**

Board of County Commissioners (1 appointment)

#### **Trusted People Neighborhood Engagement Steering Committee**

Children's Services Council Executive Director (1 appointment)

### **UPCOMING VACANCIES**

#### **JUNE 30, 2024**

#### **Architectural Review Board**

City Commission (3 appointments)

#### **CareerSource Capital Region Board**

Board of County Commissioners (3 appointments)

#### **JULY 31, 2024**

#### **Big Bend Health Council**

Board of County Commissioners (4 appointments)

#### **Code Enforcement Board**

Commissioner - District III: Rick Minor (1 appointment)

Commissioner - District V: David O'Keefe (1 appointment)

#### **Leon County Educational Facilities Authority**

Board of County Commissioners (2 appointments)

**SEPTEMBER 30, 2024**

**Council on Culture & Arts**

Board of County Commissioners (4 appointments – includes 3 City recommended appointments)

**Housing Finance Authority**

Commissioner - District IV: Brian Welch (1 appointment)

Commissioner - District V: David O’Keefe (1 appointment)

Commissioner – At-Large I: Carolyn Cummings (1 appointment)

**Leon County Research & Development Authority**

Board of County Commissioners (3 appointments)

**Science Advisory Committee**

Commissioner - District II: Christian Caban (1 appointment)

Commissioner - District V: David O’Keefe (1 appointment)

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

Commissioner - District I: Bill Proctor (1 appointment)

Commissioner - District V: David O’Keefe (1 appointment)

CSWG (4 appointments)

**OCTOBER 31, 2024**

**Canopy Roads Citizens Committee**

Board of County Commissioners (2 appointments)

City Commission (1 appointment)

**Tourist Development Council**

Board of County Commissioners (1 appointment)

**DECEMBER 31, 2024**

**Animal Classification Committee**

Sheriff (1 appointment)

**Audit Advisory Committee**

Board of County Commissioners (2 appointments)

Clerk of Court (3 appointments)

**Children’s Services Council**

Board of County Commissioners (2 nominations)

**Joint City/County Bicycling Workgroup**

Board of County Commissioners (3 appointments)

City Commission (2 appointments)

**Library Advisory Board**

Commissioner - District I: Bill Proctor (1 appointment)

Commissioner - District V: David O’Keefe (1 appointment)

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

Friends of the Library (1 appointment)

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #1**

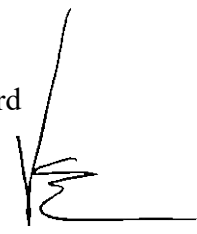
# Leon County Board of County Commissioners

## Agenda Item #1

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Minutes: April 23, 2024 Budget Workshop and May 14, 2024 Regular Meeting

---

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator<br>Chasity O'Steen, County Attorney    |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Edward Burke, Finance Director |
| <b>Lead Staff/ Project Team:</b>    | Beryl Wood, Clerk to the Board   |

**Statement of Issue:**

This item seeks Board approval of the following minutes: April 23, 2024 Budget Workshop, and May 14, 2024 Regular Meeting.

**Fiscal Impact:**

This item has no fiscal impact.

**Staff Recommendation:**

Option #1: Approve the minutes of April 23, 2024 Budget Workshop and May 14, 2024 Regular Meeting.

**Attachments:**

1. April 23, 2024 Budget Workshop Minutes
2. May 14, 2024 Regular Meeting Minutes

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
BUDGET WORKSHOP  
April 23, 2024**

The Leon County Board of County Commissioners met for a Budget Workshop on Tuesday, April 25, 2023, in the County Commissioner Chambers. Present were Chair Carolyn Cummings, Vice- Chair Brian Welch, and Commissioners Bill Proctor, Rick Minor, Nick Maddox, Christian Caban, and David T. O'Keefe. Also present were County Administrator Vincent Long, County Attorney Chasity O'Steen, Clerk to the Board Beryl Wood, Assistant County Administrator Ken Morris, Assistant County Administrator Wanda Hunter, and Director of Management and Budget Roshaunda Bradley.

Chair Cummings called the meeting to order at 9:00 a.m.

1.) Fiscal Year 2025 Preliminary Budget Overview

County Administrator Long stated this budget discussion item seeks Board guidance on the development of the FY 2025 Preliminary Budget.

Discussion:

- Chair Cummings opened the workshop and welcomed everyone. She shared that the Board has been well briefed by County Administrator Long and staff.
- County Administrator Long welcomed the Commissioners to the first FY 2025 workshop. He shared that staff was ready to present. He began his presentation by reflecting on the devastating storm on April 11th and acknowledged the efforts of Brent Pell, Andrew Riley, and the entire Public Works team for their dedication to the community in the aftermath of the storm.
- County Administrator Long reminded the Commissioners of their scheduled budget workshop in June, which will be guided by the direction staff receives today. He mentioned that the Board had already provided ample direction, which is reflected in the preliminary budget.
- County Administrator Long reflected on the prudent budgeting decisions made by the Board in recent years as they managed numerous crises. He emphasized that while the budget is in the early stages of development, a responsible and cautious approach has been taken. He noted anticipated modest property tax revenue growth for FY 2025 and mentioned that this is the final year of ARPA funding, which has been crucial for balancing the budget. County Administrator Long discussed potential legislative mandates and the associated cost shifts to local governments.
- He stated that although the preliminary budget is conservative, it adequately addresses the community's pressing issues. Highlights of the preliminary balanced budget include no changes to the millage rate, no new tax or fee increases, no new general revenue-supported positions, and support for the sheriff's budget. The budget also continues to support human service agencies

and other investments that ensure the health, safety, and welfare of the community.

- County Administrator Long reiterated that the budget is still in the early development stage and that the workshop's purpose was to seek the Board's guidance, which would be reflected in the June Budget Workshop. He concluded by stating that Leon County is one of the most responsible local governments in Florida and recognized Roshaunda Bradley, Director of OMB, for her work in preparing the budget.
- Commissioner Proctor inquired about future legislative mandates and the potential fiscal strain they might place on County revenues.
- OMB Director Bradley began by discussing the current economic outlook and its impact on the budget's development. She reiterated that this is the final year for ARPA funding, noting that without these funds, they would have been forced to cut expenditures and projects. This year, they will receive \$1.9 million in ARPA funds as the program concludes. She mentioned the reduction in the inflation rate from over 9 percent in FY 2022 to the current 3.5 percent but noted that inflation still impacts the budget. She highlighted that the Federal Reserve raised interest rates approximately 11 times following the pandemic, leading to decreased spending and condensed tax revenue for the County.
- OMB Director Bradley continued by discussing the economic outlook at the County level, noting an extremely competitive job market in Leon County with a local unemployment rate of about 3 percent. She mentioned various actions taken by the Commissioners in recent years to address rising costs. Regarding legislative impacts, she stated they avoided the most drastic effects on local governments this year. Responding to Commissioner Proctor, she confirmed that the budget will remain conservative due to expected future fiscal impacts.
- Commissioner Proctor inquired about all available options to combat the unfunded mandates anticipated from the Florida Legislature in future years. He sought information on the steps other counties were taking to protect their budgets against these setbacks, emphasizing the difficulty these mandates would pose for smaller counties.
- County Administrator Long credited the Florida Association of Counties (FAC), noting that their legislative team collaborates with other counties to stop unfunded mandate legislation. He mentioned that they engage in discussions with legislators who file such bills. County Administrator Long concluded by stating that they fight these bills on every front and will provide more details at the upcoming legislative workshop.
- Commissioner Proctor inquired about the estimated 6.5 percent revenue increase from property values and its impact on the County's budget.
- OMB Director Bradley commented that the 6.5 percent is a preliminary estimate, and they will obtain a more accurate percentage around June 1st. She stated they anticipate the property tax growth will not cover all expenditure increases for the year. She concluded by mentioning they do not anticipate any spare revenue.

- Commissioner Proctor stated the data about the 6.5 percent increases not being sufficient to cover all expenses was information they needed to be cognizant of. He commented on this being the final year for ARPA funding. He expressed unease about potentially being in a budget deficit for FY 2024-25.
- OMB Director Bradley mentioned that employees at OMB are always exploring innovative methods to save money. She stated they identified \$12 million in cost savings this year. She reiterated they are still in the beginning stage of the budget process. She provided a tentative overview of general revenue and expense changes for FY 2024-25, which is based on an estimated 6.5 percent property tax revenue increase, a half-cent sales tax revenue increase, and a decrease in gas tax revenues. She stated they expect expenditures to increase by roughly \$15 million and mentioned those increases are constrained to the smallest levels necessary while still supporting constitutional officers.
- Commissioner O'Keefe inquired about the possible impacts that the ballot initiative called the annual inflation adjustment for homestead property exemption will have on legislative revenues. He requested information regarding whether FAC or any other statewide organizations plan to oppose the ballot initiative.
- County Administrator Long stated that information will be included when they meet for their June budget workshop. He mentioned that he is unaware of whether the Board of FAC has made a definitive decision regarding their stance.
- Commissioner O'Keefe stated the vast majority of their property tax increase revenues are being offset by the increases for the sheriff and operations. He mentioned the necessity of supporting the sheriff's office, but inquired about whether Leon County's increases are in step with other counties throughout the state. County Administrator Long responded that it is an important question due to the impact on the County's budget, but stated the increases are proportional to our budget.
- OMB Director Bradley mentioned they work constantly with the sheriff's office to keep the budget down as much as possible.
- County Administrator Long mentioned they generally aim to constrain the sheriff's budget to the percentage of value increases year to year. He stated this year they are slightly higher but expects the number to calibrate.
- Commissioner O'Keefe stated we are very fortunate to have the sheriff we have. He mentioned their offices work together to keep costs as low as possible.
- Chair Cummings commented on the importance of remaining competitive relative to other counties when it comes to law enforcement salaries.
- Commissioner Proctor inquired about the sheriff's numbers in comparison to the Tallahassee Police Department (TPD), noting that TPD has been the gold standard they strive to match. Ms. Bradley responded that TPD's average minimum salary is around \$65,000.

- Commissioner Proctor commented that firefighters and EMS personnel should be in the same salary range as the sheriff and TPD. He proclaimed that first responder's lives should have a value reflective of the risks they take.
- Commissioner Proctor sought clarification on why the \$11.4 million collected in fire service fees is not registered as revenue on the County's books. He questioned how the County accounts for this money that is taxed but not reflected in their financial records.
- Ms. Bradley responded that there is a separate fund for the fire services fees, explaining that these revenues are remitted back to the City of Tallahassee. She summarized Leon County's personnel costs, stating they anticipate \$1.3 million in cost increases for employee benefits. She mentioned that while the budget is conservative, it includes funding for some of the Commissioners' strategic initiatives. She noted that their debt service levels are low, with the expectation of being debt-free by 2037 and projected a reduction in debt beginning in FY 2026. She concluded by stating they anticipate needing to dip into savings to offset costs due to ARPA funds ending in FY 2026.
- Commissioner O'Keefe inquired about debt services, noting that due to the conservative budget, the County has an impressive debt-to-fund ratio. He questioned the County's current bonding capacity in case future projects are needed.
- County Administrator Long responded that we have ample capacity because of our low debt. He concluded by stating that not all debt is bad, and that Leon County has one of the highest bond ratings available to municipal governments.
- Commissioner Proctor inquired about the County's rainy day fund policy and the protocol when debt comes off the books. County Administrator Long responded they do not have a policy, stating that it is the Board's ultimate determination and flexibility on how to utilize those funds.
- Commissioner Proctor recommended that in the future, when debt comes off the books, that those savings go to reduce millage rates. He stated that a reduction in the millage rate is paramount to solving fiscal challenges.
- Ms. Bradley continued by providing an update regarding the sewer projects in the unincorporated areas. She mentioned there is a shortage in the funds available to complete the remaining projects due to increased costs. She stated they are pursuing additional grant dollars, including a \$10 million state grant. She mentioned today they were pursuing a short-term loan.
- Commissioner Proctor complimented the staff for their work on the Woodville area sewer projects. He mentioned receiving a phone call from a constituent who was elated about the new pipes. He stated that under the leadership of County Administrator Long, they are bringing communities into the 21st century. He concluded by declaring that the future will be brighter as a result of their accomplishments.



- OMB Director Bradley ended her remarks by relaying to the Commissioners the dates and steps that will be critical to the budget process.
- Chair Cummings thanked County Administrator Long and OMB Director Bradley for their well-presented information and their work on the budget.

*Vice-Chair Welch moved, seconded by Commissioner Minor, for staff recommendations on Options #1-#3.*

- Vice-Chair Welch commended everyone for their work in preparing the budget during complex times. He spoke on future state legislative action and its potential impact on the budget. He stated the budget is a great work product that reflects the values and goals of Leon County. He concluded by praising the responsible nature of the budget.
- Commissioner Maddox inquired about funding for the housing authority in the amount of \$175,000, to match the City of Tallahassee's funding. He mentioned this had been a priority for him for some time. He commented that he would like the funding for Springfield included in the budget. He sought clarification from County Administrator Long if including the funding was a possibility.
- County Administrator Long responded by stating the decision falls under the purview of Chair Cummings. He recommended waiting, but stated it is the decision of the Board. He mentioned the idea of bringing it back as an agenda item.
- Chair Cummings stated she preferred bringing it back at their next meeting as an agenda item with recommendations from staff.
- Commissioner Maddox thanked staff for their hard work in producing the budget. He discussed Option #4, which would provide a 5 percent pay increase across the board for County employees. He mentioned it would increase their budget perpetually. He recommended a cautious approach due to anticipated legislation next year.

*Commissioner Maddox motioned for an amendment to Option #4.*

- Vice-Chair Welch mentioned they have adopted a 5 percent across the board increase for the last 2 years. He recommended maintaining the 0-5 percent rate increases for flexibility purposes, in order for performance-based considerations to occur. He discussed the unpredictability of the next legislative session and its potential impact on the budget. He stated he agreed with the measured approach recommended by staff.
- Commissioner Minor thanked staff for their hard work on the budget. He requested including more details about their capital projects at their June meeting, in terms of construction costs for the projects. He commented on Option #4 by recalling a time when he worked on computer systems. He mentioned a lesson he learned during that period, which was merit-based increases were his best tool in retaining the finest employees. He discussed the unpredictability of the budget over the next few years, and urged caution when

it comes to increasing expenses. He concluded by requesting they go with Options #1-#3, stating that it is the right approach.

- Commissioner Proctor discussed his deep respect for workers and all they contribute. He stated respect is quantifiable through measurable actions, such as pay increases. He proposed taking \$1.3 million out of the \$10 million allocated in Option #3, to provide County employees with raises, emphasizing that the budget should respect workers.
- Commissioner Maddox stated he could get to the 5 percent increase, but urged caution as they move forward. He praised County employees for their dedication and inquired about how many employees had been rehired since the 2010 layoffs. He concluded by stating that in the future they should return to the 0-5 percent merit increases.
- Human Resources Director Wilson mentioned the lowest paid employees earn \$15.45 an hour. She stated that their goal was to align with the state target of \$15.00 per hour by 2026 but noted that they have already exceeded this pay rate.
- Chair Cummings hypothesized that next year they might not be in as favorable a financial situation, which is why she supports the 5 percent pay increases this year. She mentioned the potential impact of the next legislative session and the homestead ballot initiative on the budget. She discussed issues of favoritism and bias in merit-based increases, stating that a 5 percent increase demonstrates employee value and should be included in the budget.
- Vice-Chair Welch stated the \$1.3 million for pay increases is a recurring commitment. He mentioned the Homestead Amendment that will result in a \$350,000 budget reduction. He discussed the current budgeted 3 percent merit-based increases. He stated he will not support the motion due to its lack of fiscal responsibility. He commented on the reduction in inflation from over 9 percent down to 3.5 percent. He concluded by reiterating his opposition and urged his colleagues to stick with staff recommendations.
- Commissioner O'Keefe commented on the difficulty of voting against additional funds for employees. He mentioned the tough future outlook for their budget due to state legislature actions. He stated that the \$1.3 million represents an additional 2 percent raise beyond the current 3 percent raise. He said that if the decision were his alone, he would allocate the money to those with the lowest salaries. He discussed potential uses for the \$1.3 million if it remains in the bank instead of funding the additional 2 percent raise. He concluded by stating those are the variables he considers.
- Commissioner Minor praised County employees for their dedication and hard work. He mentioned the tough future outlook for their budget due to state legislative actions. He stated these pay increases are a reoccurring expense that they will have to fund in perpetuity. He commented that they should take proactive measures to avoid future financial setbacks. He concluded by stating they need to balance the hard work of County employees with the difficult upcoming budget years.

- Commissioner Caban praised staff for their work in providing a clear and detailed budget portfolio. He inquired about whether Leon County pay is competitive with other counties in the state. County Administrator Long confirmed it is competitive and mentioned the difficulty in retaining employees, noting it as a statewide trend. Commissioner Caban stated the need to be financially nimble given next year's unpredictability. He deferred to County Administrator Long's recommendation to not support the additional 2 percent, emphasizing their commitment to taxpayers, and concluded by supporting Options #1-#3.
- Chair Cummings inquired about the dollar amount increase in the entry-level pay for sheriff's deputies and its percentage. OMB Director Bradley stated they are moving from \$50,000 to \$60,000, translating to a 20 percent salary increase.
- Commissioner Proctor mentioned that County Commissioners will receive their own raises. County Administrator Long explained that the proposal includes a 0-5 percent pay increase with an average of 3 percent. Commissioner Proctor emphasized the importance of approving the 5 percent raise for employees, stating it endorses their contributions and would not harm the County's bond rating.

*Commissioner Proctor moved, seconded by Chair Cummings, for a substitute motion on Options #1-#4:*

*Option #1: Accept the report on the Preliminary Budget overview.*

*Option #2: Approve the FY 2024 Budget Amendment allocating \$5,000 from general fund contingency to support the 2024 Shoes4Schools event.*

*Option #3: Authorize the County Administrator to solicit bids through the County's Financial Advisor to finance the County's \$10 million local match for the Northwest Florida Water Management District Springs Restoration Grant to construct the second phase of the Woodville Sewer project, upon notification of grant award.*

*With Option #4 being a 5 percent increase in pay for employees and modifying Option #3 to allocation of \$8.7 million for match and remaining \$1.3 million to pay additional cost of employee raises.*

*The motion failed 2-5. (Commissioner O'Keefe, Commissioner Minor, Commissioner Maddox, Commissioner Caban, and Vice-Chair Welch in opposition).*

- Commissioner Maddox inquired about the inflation rate over the last few years. He discussed inflation compared to the pay raises they have provided. He commented on employee struggles over the past few years. He concluded by stating they must be fiscally responsible, and also have concern for employee morale.
- Commissioner Proctor inquired about the property appraiser numbers that are expected for release in June. He requested that if the numbers come back higher than expected, they revisit the discussion of a 5 percent pay raise at the June workshop.

- County Administrator Long responded affirmatively, stating they can return to this conversation in June. He commented that small changes in the evaluating percentage can result in significant changes to revenue numbers. He speculated briefly on potential figures.
- Commissioner Proctor requested that if those numbers are adjusted upwards, for Board members to reconsider their position on Option #4. He stated this will be contingent on the property appraiser's number hitting a 7 percent increase in property value. County Administrator Long recommended having a motion to bring this item back as an agenda item.

*Vice-Chair Welch moved, seconded by Commissioner Minor, to approve Options #1-#3:*

*Option #1: Accept the report on the Preliminary Budget overview.*

*Option #2: Approve the FY 2024 Budget Amendment allocating \$5,000 from general fund contingency to support the 2024 Shoes4Schools event.*

*Option #3: Authorize the County Administrator to solicit bids through the County's Financial Advisor to finance the County's \$10 million local match for the Northwest Florida Water Management District Springs Restoration Grant to construct the second phase of the Woodville Sewer project, upon notification of grant award.*

*The motion carried 7-0.*

- Commissioner Caban stated he is open to discussing the matter during their June workshop when the property appraiser's numbers are received. He reiterated that if they find \$1.3 million in the budget, he would be happy to support Option #4.
- Commissioner O'Keefe suggested providing a one-time \$1,000 bonus to all employees earning less than \$80,000 a year, noting that this would not be a recurring expense. He mentioned that this would be in addition to the 3 percent increase.
- Commissioner Proctor rejected this idea, stating he does not want to create a caste system among employees based on salary.
- Commissioner Maddox commented that he is confident the law does not allow distinctions to be made based on employee salary. He stated for that reason he will not support the substitute motion.

County Attorney O'Steen stated she is not sure about the issue and would need to research it, but she mentioned potential problems.

- Vice-Chair Welch stated that inflation was hitting people who make \$15 per hour harder than those making more, and asked if it could be brought back at the next budget workshop.

*Commissioner O'Keefe moved, seconded by Commissioner Minor, for a substitute motion to provide a one-time \$1,000 bonus to all those earning less than \$80,000.*

The motion failed 2-5. (Commissioner Maddox, Commissioner Caban, Commissioner Proctor, Vice-Chair Welch, and Chair Cummings in opposition).

*Commissioner Proctor moved, seconded by Commissioner Caban, for Option #4 to come back at the next meeting based on the property appraiser's numbers to give a 5 percent across the board employee pay increase.*

The motion carried 7-0.

2.) Consideration of Increases to the CareNet Provider Reimbursement Rates for Dental and Mental Health Visits

County Administrator Long stated this item seeks Board approval to increase the County's CareNet Provider Reimbursement rates for dental and mental health services provided by health care partners to low-income residents in Leon County. This item recommends an increase in the dental reimbursement rate from \$125 to \$175 to include diagnostic and ancillary costs such as laboratory and X-ray services; and an increase in the mental health reimbursement rate from \$80 to \$210 for mental health professionals (e.g., psychiatrists, psychologists, psychotherapists, etc.) to align with Medicaid rates.

*Commissioner Proctor moved, seconded by Commissioner Minor, to approve Options #1-#2:*

*Option #1: Approve an increase in the dental reimbursement rate of the CareNet Provider Reimbursement Pool from \$125 to \$175 per visit beginning in FY 2025 to include diagnostic and ancillary costs such as laboratory and X-ray services.*

*Option #2: Approve an increase in the mental health reimbursement rate of the CareNet Provider Reimbursement Pool from \$80 to \$210 per visit for mental health professionals (e.g. psychiatrists, psychologists, psychotherapists, etc.) beginning in FY 2025 to align with Medicaid rates for reimbursement.*

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

*The Board took a break from 10:56 a.m. to 11:02 a.m.*

3.) Update on the Green Fleet Conversion Plan

County Administrator Long stated as requested by the Board, this item provides an analysis of the County's goal to convert 30 percent of light-duty fleet to fully electric vehicles (EVs) by 2030, the ongoing investments in fleet replacement and charging infrastructure at County facilities, and the long-term potential to further expand the EV goal.

- Vice-Chair Welch thanked Resource Stewardship Director Maggie Theriot and her staff for championing green fleet conversion. He inquired about technology that will allow them to convert heavy duty equipment.
- Director Theriot responded that in the area of medium and heavy duty, those technologies are just beginning to emerge. She stated we are in the middle of an

evolution, and that medium and heavy-duty vehicles will be introduced once manufacturers are confident in those technologies.

- Commissioner Minor thanked Director Theriot and her staff for their efforts to accelerate this transition. He mentioned staff are constantly examining ways to move more quickly on this issue.
- Chair Cummings thanked Director Theriot and her staff for their work. She commented that she appreciates the efforts made to address sustainability before replacing vehicles.
- Commissioner Proctor questioned the average miles they are getting out of the vehicles before they need to be replaced. He also inquired about the factors they consider before deeming a vehicle obsolete.
- Director Theriot stated they have a replacement eligibility structure. She noted that the number of miles on a vehicle is a factor, but the primary determiner is when repair costs equate to two-thirds of the vehicle's value.

*Commissioner O'Keefe moved, seconded by Commissioner Minor, to approve Option #1:*

*Option #1: Accept the status update on the green fleet conversion plan.*

*The motion carried 7-0.*

#### 4.) Consideration of Revisions to the County's Parental Leave Policy

County Administrator Long stated this item seeks Board approval of proposed revisions to the paid leave criteria of the Leon County Personnel Policies and Procedures, Section VII, Subsection 7.20 – Parental Leave policy, to provide six weeks of paid leave at 100 percent of the employee's rate of pay following the birth or adoption of a child. At this time, the County provides full compensation for the first two weeks of parental leave followed by incremental reductions through week six.

*Commissioner O'Keefe moved, seconded by Vice-Chair Welch, to approve Option #1:*

- Commissioner O'Keefe thanked those participating on the Board of the Status of Women and Girls and bringing this issue to their attention. He praised the County staff for working hard to get this item into the budget.
- Commissioner Caban stated he is very happy to have this come before him. He recommended changing paid parental leave from 6 weeks to 8 weeks.
- Vice-Chair Welch revealed that one of the most stressful times in his life was when his first child was born. He stated a benefit like this will help retain County employees who are preparing to become parents. He commended staff for making this change happen and stated this is a big deal. He stated this is what separates Leon County from the rest.
- Commissioner Proctor stated he supports the motion and congratulated all those to whom it affects.

- Commissioner Minor stated he is very happy to support this policy. He mentioned the importance of bonding with his daughters.
- Chair Cummings stated she is elated by this budget item. She mentioned her excitement for expecting mothers and fathers who work for the County. She commented that this will help keep us competitive with the State which has this policy. She noted this change will demonstrate to County employees that we care about them. She concluded by thanking staff and the Commissioners.

*Commissioner Caban moved, seconded by Vice-Chair Welch, for a friendly amendment to Option # 1 to change paid parental leave from 6 weeks to 8 weeks.*

*Option # 1: Adopt the proposed revisions to the Leon County Personnel Policies and Procedures, Section VII, Subsection 7.20 – Parental Leave, to provide eight weeks of paid leave at 100 percent of the employee’s rate of pay following the birth or adoption of a child.*

*The motion carried 7-0.*

5.) Update on the County Employer/Employee Health Insurance Premiums

County Administrator Long stated this item provides an update on the County’s health insurance premiums including an analysis of the cost impacts to increase the County’s health insurance cost share to a 90/10 employer/employee split. This item recommends maintaining the current employer/employee cost share for health insurance premiums in FY 2025 as supported by the analysis provided.

- Commissioner Proctor thanked Human Resources Director Candace Wilson for helping to ease his concerns. He mentioned possibly in the future they can increase the cost share to the 90/10 split.

*Commissioner Proctor moved, seconded by Vice-Chair Welch, to approve Option # 1:*

*Option # 1: Maintain the current Employer/Employee Health Insurance cost share splits for the development of the FY 2025 Preliminary Budget.*

*The motion carried 7-0.*

6.) Consideration of Enhancements to Volunteer Fire Department Response Readiness and Fire Service Delivery

County Administrator Long stated this item seeks Board approval to provide enhancements to improve Volunteer Fire Department (VFD) response readiness and fire service delivery including constructing a ground-level water tank at the VFD station on Smith Creek Road and additional funding for the maintenance of firefighting apparatus at VFD stations.

- Commissioner Caban stated this item is a necessity for the Fort Braden community. He mentioned this will help reduce response times for the fire department by roughly 20 minutes. He thanked staff and County Administrator Long for identifying this need and bringing it to the Board. He passed out a letter

of support, received from the Lake Talquin Volunteer Fire and Rescue Department.

- Commissioner Proctor inquired about the fees citizens in the unincorporated areas pay. He asked whether some of that money could be used for the volunteer fire department.
- County Attorney O’Steen recalled the Interlocal Agreement with the City of Tallahassee. She commented on the rate study that was conducted by an outside party to set current fee rates. She stated they adopted a resolution to impose those fees on citizens in unincorporated areas. She concluded by stating they would need to dissolve their Interlocal Agreement and change the rates based on a new study in order to enact what Commissioner Proctor proposed.
- County Administrator Long stated the existing fire services fee study that they use does factor in VFDs. He mentioned VFDs are currently funded from the fire services fee that is collected.

*Commissioner Caban moved, seconded by Commissioner Proctor, to approve Options #1-#2:*

*Option #1: Approve \$150,000 in the FY 2025 Budget to construct a ground-level water tank at the Volunteer Fire Department station on Smith Creek Road.*

*Option #2: Adopt proposed revisions to Board Policy No. 01-03, “Volunteer Fire Department Annual Budget Allocation”, to provide additional apparatus-maintenance funding.*

*The motion carried 7-0.*

### **Comments/Discussion Items:**

#### **Commissioner Maddox:**

- Thanked staff for the hard work they put in every year to produce the budget. Acknowledged OMB Director Bradley on her first budget and how well she did in preparing this budget. Thanked Chair Cummings for the process. He stated he looks forward to the next budget workshop where he will consider option 4.
- *Commissioner Maddox moved, seconded by Commissioner Caban, to bring an agenda item regarding the Housing Authority’s \$175,000 match with the City of Tallahassee.*

*The motion carried 7-0.*

#### **Commissioner O’Keefe:**

- Had no comments.

#### **Commissioner Minor:**



- Thanked everyone for their work in preparing the budget.

**Commissioner Caban:**

- Had no comments.

**Commissioner Proctor:**

- Sought clarification about the itinerary for their next meeting. He gave appreciation to Commissioner Maddox for his motion recognizing Brenda Williams (Tallahassee Housing Authority) and all she has done for the community. He thanked staff for all they do and the quality with which they do it. He commented that he is grateful to serve with the County Commissioners.

**Vice-Chair Welch:**

- Thanked OMB Director Bradley and staff for building a responsible and thoughtful budget. He also appreciated the Public Works Department for their heroic efforts after the recent storm.

**Chair Cummings:**

- Thanked all the Commissioners for their participation. Acknowledged the loss of Governor Bob Graham and sought a resolution recognizing Governor Graham. Thanked the County Administrator and his staff for their efforts in preparing the budget. She mentioned the Board plans to address County employee raises at the next budget workshop.

*Chair Cummings moved, seconded by Commissioner Proctor, for a resolution recognizing former Governor Bob Graham.*

The vote carried 7-0.

**County Attorney O'Steen:**

- Had no comments.

**County Administrator Long:**

- Thanked the Board for their invaluable guidance during the budget process. Acknowledged OMB Director Bradley for her work on preparing the budget this year. He commented that the April 11th storm will be referred to as the "Bicentennial Storm" because it is considered a once in a two-hundred-year event.
- Commissioner O'Keefe thanked OMB Director Bradley for her first budget workshop.

**Adjourn:**

There being no further business to come before the Board, the workshop was adjourned at 11:43 a.m.

ATTEST:



BY: \_\_\_\_\_  
Carolyn D. Cummings, Chair  
Board of County Commissioners

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

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
May 14, 2024**

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

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

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was done by Luke Harper with Bradfordville First Baptist Church. The Pledge of Allegiance by Vice-Chair Welch.

**AWARDS AND PRESENTATIONS**

- Proclamation Recognizing May 2024 as Bike Month  
(*Commissioner Cummings*)
  - Chair Cummings presented the proclamation and provided remarks on Bike Month. She urged all citizens to take a bike ride and explore our beautiful community.
  - Eric Draper thanked the Commissioners for their work to make riding safer in the community.
- Proclamation Recognizing the Retirement of Assistant Sheriff Steve Harrelson  
(*Commissioner Welch*)
  - Vice-Chair Welch presented the proclamation to Steve Harrelson. He spoke about his career, leadership, and accomplishments. He announced May 14th as Assistant Sheriff Steve Harrelson Day.
  - Mr. Harrelson thanked the Commissioners for this honor and stated it has been a privilege to serve Leon County for the past 35 years. He concluded by thanking all those who served.
  - Commissioner O'Keefe congratulated Mr. Harrelson for his well-earned retirement and thanked him for his decades of service to Leon County.
  - Commissioner Minor thanked Mr. Harrelson for his years of service protecting the community.
  - County Administrator Long thanked Mr. Harrelson on behalf of Leon County for his service and wished him a very happy retirement.
  - Chair Cummings echoed the sentiment of the other Commissioners. She thanked Mr. Harrelson for the protection he provided to the citizens of Leon County and wished him well on his retirement.
- Presentation to Recognize the Office of Economic Vitality for Winning the Regional Economic Development Deal of the Year Award from the Florida Economic Development Council for the Amazon Fulfillment Center  
(*Commissioner Cummings*)

- Keith Bowers, Director of the Office of Economic Vitality (OEV), gave a presentation on the economic strength of the community. He mentioned that OEV received the 2024 Regional Economic Deal award for the Amazon warehouse project. He discussed the economic impact of Amazon in terms of job creation and the opportunities they have provided for vulnerable communities. He continued by stating Tallahassee/Leon County has been ranked as the strongest local economy in the United States. He highlighted the factors that Chmura Economics used to rank Tallahassee/Leon County.
- Chair Cummings thanked Mr. Bowers for the presentation and the leadership he has provided at OEV. She noted having Amazon in the community is a game changer for the economy.
- County Administrator Long stated diversifying the economy in Leon County has been a priority for the Board and is encouraged by the progress that has been achieved. He commented on the advanced metrics Chmura Economics used to evaluate and rank Tallahassee/Leon County. He thanked Mr. Bowers for his leadership at OEV.
- Vice-Chair Welch praised Mr. Bowers and his team at OEV for their work. He discussed the important decisions of the Board and Blueprint during the past few years to grow the private sector. He commended County Administrator Long for his extensive work to bring Amazon to Leon County. He ended his remarks by stating he supports the actions Mr. Bowers has taken while leading the OEV and that he has set the gold standard for economic development.
- Commissioner Proctor commented on Leon County's dedication to growing the economy and the distance they've come as a community. He noted that healthcare is becoming an emerging industry in Tallahassee and discussed community partnerships that are aiding this expansion. He stated his support for the efforts to grow the healthcare sector in Tallahassee/Leon County and encouraged the Board to become involved.
- Commissioner Minor thanked everyone at the OEV for the Amazon Warehouse achievement. He stated the best long-term way to address the community's problems is to grow the economy and increase incomes. He commented that this is a great success story for the Leon County economy.
- Commissioner Maddox thanked Mr. Bowers and staff for their work with the Amazon Warehouse project and for their role in diversifying the economy. He commented that it has been the aspiration of the Board to diversify the economy for many years. He stated that he was excited about the progress that has been achieved but looked forward to confronting the persistent challenges of the community. He praised Amazon for upholding their end of the deal and more.
- Chair Cummings echoed the sentiments of the other Commissioners and stated that this is a great moment for the Tallahassee/Leon County community.
- Commissioner Caban praised Mr. Bowers and his incredible team at OEV for their hard work. He commented that the business community is the bedrock of Leon County.

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

- Brittany Griffith, 4588 Hillwood Way, spoke on the persistent flooding in her area. She mentioned the massive amounts of water accumulating on her property from the Miccosukee Greenway. She stated more resources are needed to solve this issue and invited the Commissioners to her neighborhood.

- Ryan Stokes, 4578 Hillwood Way, spoke on the unprecedented flooding in his yard, and he inquired about the steps being taken to prevent this level of flooding in the future. He mentioned the damage that had been done to his property from standing water and requested that the Commissioners work to prevent incidents like this from occurring in the future.

## **CONSENT**

*Commissioner Minor moved, seconded by Commissioner Caban, to approve the Consent Agenda with the exception of Items #5, #7, #9, #10, #11, and #13, which were pulled from Consent.*

*The motion carried 7-0.*

### **1. Minutes: March 19, 2024, Regular Meeting**

*The Board approved Option #1: Approve the minutes of the March 19, 2024, Regular Meeting.*

### **2. Payment of Bills and Vouchers**

*The Board approved Option #1: Approve the payment of bills and vouchers submitted for May 14, 2024, and the pre-approval of payment of bills and vouchers for the period of May 15, 2024, through June 10, 2024.*

### **3. Voluntary Annexation of Property Located at 3055 Elmwood Road**

*The Board approved Option #1: Do not object to the proposed voluntary annexation of Parcel #12-18-15-B-003-0, owned by Gregory M. Gibbs, located at 3055 Elmwood Road.*

### **4. Request to Schedule the First and Only Public Hearing to Consider an Amendment to the Southwood Development of Regional Impact Integrated Development Order for June 11, 2024**

*The Board approved Option #1: Schedule the first and only public hearing to consider an amendment to the Southwood Development of Regional Impact Integrated Development Order for June 11, 2024, at 6:00 p.m.*

### **5. PULLED - Approval of Updated Florida Division of Emergency Management's Statewide Mutual Aid Agreement and the WebEOC Subscription Agreement**

### **6. State of Florida's Emergency Communications Board Cybersecurity Funding**

*The Board approved Option #1: Approve the Resolution and Budget Amendment to realize the \$50,000 appropriation from the Florida Emergency Communications Board into the FY 2024 E-911 Administration Budget.*

### **7. PULLED - Ratification of Board Actions Taken at the April 23, 2024, Fiscal Year 2025 Budget Workshop**

### **8. 2024 Legislative Session Final Report and Request to Schedule the Board Workshop on the 2025 State and Federal Legislative Priorities**

*The Board approved Options #1-#2: Option #1: Accept the 2024 Legislative Session Final Report.*

*Option #2: Schedule the Board Workshop on the 2025 State and Federal Legislative Priorities for October 22, 2024, at 1:00 p.m.*

- 9. PULLED - Authorization to Submit a Hazard Mitigation Grant Program Application for the Munson Slough Embankment Repair Project**
- 10. PULLED - Authorization to Submit a U.S. Department of Transportation Safe Streets and Roads for All Grant Application**

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

- 11. PULLED - Bid Award for Yard Debris Processing Services**

- 12. Midyear FY 2024 Commissioner Discussion Items Status Report**

*The Board approved Option #1: Accept the Midyear FY 2024 Commissioner Discussion Items Status Report.*

- 13. PULLED - Comprehensive Plan Land Use Policy 2.1.9 Family Heir Subdivision Status Report**

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

- 14. Status Update and Acceptance of Leon County Age-Friendly Action Plan**

*The Board approved Option #1: Accept the status update on the Leon County Age-Friendly Action Plan to be submitted to the AARP Age-Friendly Network Office.*

#### **CONSENT ITEMS PULLED FOR DISCUSSION**

#### **Item #5 - Approval of Updated Florida Division of Emergency Management's Statewide Mutual Aid Agreement and the WebEOC Subscription Agreement**

- Commissioner Proctor sought clarification regarding the services provided to Leon County by the mutual aid agreement with the Division of Emergency Management.
- Kevin Peters, Director of Emergency Management, responded that WebEOC is the software they use to manage and submit disaster requests. He stated this mutual aid agreement specifically allows Leon County to share resources with other counties throughout the state. He mentioned this agreement provides flexibility between communities should unforeseen disasters occur.
- Commissioner Proctor inquired about the financial cost to Leon County and if funding was stable.
- Chair Cummings stated this agreement is a benefit to the community in light of recent events.

- Commissioner Maddox referenced the correspondence they received from Elite Business Solutions inquiring about the County's disaster emergency management contract.
- Mr. Peters responded that the current contract is with Hagerty Consulting.

*Commissioner Proctor moved, seconded by Commissioner Minor, to approve Options # 1-#2.*

*The motion carried 7-0.*

*The Board approved Options # 1-#2: Option # 1: Approve the Statewide Mutual Aid Agreement between Leon County and the Florida Division of Emergency Management and any amendments thereto, subject to legal review by the County Attorney.*

*Option #2: Approve the WebEOC Subscription Agreement and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.*

**Item #7 - Ratification of Board Actions Taken at the April 23, 2024, Fiscal Year 2025 Budget Workshop**

- Commissioner Proctor discussed item c of the ratification from the budget workshop, which dealt with the 5 percent employee raises. He mentioned since the Budget Workshop, the County has endured two storms and County employees have worked tirelessly. He commented that employees deserve a 5 percent raise regardless of what the property appraiser's numbers reflect and urged his colleagues to support the raise.
- Commissioner Proctor commented on item k, which dealt with funding from the Tallahassee Housing Authority for the Springfield Apartments. He inquired about why there is no staff recommendation for option 16. He discussed adding an item m, which would increase the Commissioner's travel pay by \$3,000, for a total budget impact of \$21,000. He requested that item m be brought back at their next meeting with recommendations.
  - County Administrator Long responded by stating the reason item k is not in the recommendations, is because it conflicts with a previous vote from the board.
- Commissioner O'Keefe stated he would oppose the motion. He mentioned efforts should be made to limit their spending where they can and use those funds for community advancement. He remarked that their office salary is already sufficient.
- Commissioner Caban sought clarification about whether those funds would be flexible or allocated only for travel.
  - Roshaunda Bradley, Director of the Office of Management and Budget, responded by stating that the funds would be flexible and could be used for purposes other than travel.
- Commissioner Caban stated he would support the increase to the travel budget. He discussed the areas in his district that are underfunded and stated this increase will help with communication and constituent outreach.

*Commissioner Proctor moved, seconded by Commissioner Caban, to approve Option #1 as amended.*

*The motion carried 4-3 (Commissioners Welch, Minor, and O'Keefe in opposition).*

*The Board approved Option #1: Ratify the direction provided by the Board during the April 23, 2024, FY 2025 Budget Workshop, including:*

- a. Approve the FY 2024 Budget Amendment allocating \$5,000 from general fund contingency to support the 2024 Shoes4Schools event.*
- b. Authorize the County Administrator to solicit bids through the County's Financial Advisor to finance the County's \$10 million local match for the Northwest Florida Water Management District Springs Restoration Grant to construct the second phase of the Woodville Sewer project, upon notification of grant award.*
- c. Direct the County Administrator to provide an analysis at the June 18, 2024, Budget Workshop to consider a 5% across the board pay raise for County and constitutional employees if preliminary property values from the Property Appraiser Office, debt retirement savings and/or other revenues streams increase above \$1.3 million.*
- d. Approve an increase in the dental reimbursement rate of the CareNet Provider Reimbursement Pool from \$125 to \$175 per visit beginning in FY 2025 to include diagnostic and ancillary costs such as laboratory and X-ray services.*
- e. Approve an increase in the mental health reimbursement rate of the CareNet Provider Reimbursement Pool from \$80 to \$210 per visit for mental health professionals (e.g., psychiatrists, psychologists, psychotherapists, etc.) beginning in FY 2025 to align with Medicaid rates for reimbursement.*
- f. Accept the status update on the green fleet conversion plan.*
- g. Adopt the proposed revisions to the Leon County Personnel Policies and Procedures, Section VII, Subsection 7.20 – Parental Leave, to provide eight weeks of paid leave at 100% of the employee's rate of pay following the birth or adoption of a child, effective upon approval.*
- h. Maintain the current Employer/Employee Health Insurance cost share splits for the development of the FY 2025 Preliminary Budget.*
- i. Approve \$150,000 in the FY 2025 Budget to construct a ground-level water tank at the Volunteer Fire Department station on Smith Creek Road.*
- j. Adopt proposed revisions to Board Policy No. 01-03, "Volunteer Fire Department Annual Budget Allocation", to provide additional apparatus-maintenance funding, effective October 1, 2024.*
- k. Direct the County Administrator to bring back an agenda item for the May 14, 2024, meeting to consider a funding request from the Tallahassee Housing Authority to assist in its effort to prepare a Master Plan to redevelop Springfield Apartments.*



- l. Prepare a Proclamation to honor the life and public service of Governor Bob Graham.*
  
- m. Add \$3,000 to each Commissioner's Travel Budget.*

**Item #9 - Authorization to Submit a Hazard Mitigation Grant Program Application for the Munson Slough Embankment Repair Project**

- Commissioner Proctor noted the items this grant program would not cover. He commented that the citizens have made numerous attempts to meet with them regarding the Lake Munson area. He expressed concern for excluding the voices of those citizens on this issue, and for that reason he was in opposition.

*Commissioner Caban moved, seconded by Vice-Chair Welch, to approve Option #1.*

*The motion carried 5-1, (Commissioner Proctor in opposition, Commissioner Maddox out of Chambers.)*

*The Board approved Option #1: Authorize the submission of a Florida Division of Emergency Management Hazard Mitigation Grant Program for Hurricane Idalia grant application for \$1.2 million for the Munson Slough Embankment Repair Project.*

**Item #10 - Authorization to Submit a U.S. Department of Transportation Safe Streets and Roads for All Grant Application**

- Commissioner Proctor discussed the importance of finishing the emergency route on Crawfordville Road. He commented that this will enhance safety along Crawfordville Road.
- Chair Cummings sought clarification regarding the criteria for State and county grants. She stated that once the grants are approved, they are allocated to the area best suited to receive the project.
  - County Administrator Long stated that was a correct assessment of the application process. He discussed the variations between grant applications, and that it makes a difference whether the road is a county or state road.

*Commissioner Proctor moved, seconded by Commissioner O'Keefe, to approve Option #1.*

*The motion carried 7-0.*

*The Board approved Option #1: Authorize the submission of an application for the U.S. Department of Transportation Safe Streets and Roads for All grant for the construction of a multipurpose trail on Tram Road from Crossing Rocks Road to Capital Circle Southeast.*

**Item #11 - Bid Award for Yard Debris Processing Services**

- Commissioner Proctor commented on the absence of minority-owned businesses in consideration for the contract bid. He inquired about steps the Board could take to increase outreach to minority-run businesses.
- County Administrator Long commented that there is ample opportunity for debris pickup from the storms. He remarked this specific bid deals only with debris processing

and mentioned they already have a vendor. He then deferred to Maggie Theriot for comments.

- Maggie Theriot, Director of the Office of Resource Stewardship, discussed the process for debris and waste pickup. She commented on the equipment needed to complete the project and how it has never been financially feasible for the County to purchase that equipment.
- Commissioner Proctor commented on the storm clean-up process and reiterated his frustration with the lack of opportunity for minority-run businesses to participate.
- Commissioner Maddox highlighted the specific qualifications required to be awarded a contract. He mentioned that minority-owned businesses could qualify with some guidance and praised OEV for their efforts in educating businesses on the qualification procedures. He emphasized the importance of informing minority-run businesses about the significant opportunities available through County contracts.
- Chair Cummings emphasized that businesses must have the necessary capabilities, including owning the required equipment, to complete these jobs. She inquired with Director Theriot about the possibility of bifurcating the contract to enable greater business participation.
- Director Theriot responded that historically, this has all been one contract but mentioned they could examine dividing the contract if that is the direction of the Board.
- Commissioner Proctor stated the amount of money spent on minority owned businesses needed to improve. He urged bifurcation of the contract to spread the opportunities around.

*Commissioner Proctor moved, seconded by Commissioner Maddox, to approve Options #1-#2.*

*The motion carried 7-0.*

*The Board approved Options #1-#2: Option #1: Approve the bid award for Yard Debris Removal and Processing, Continuing Service to Jimmie Crowder Excavating and Land Clearing, Inc., and authorize the County Administrator to execute the Agreement and any amendments thereto, subject to legal review by the County Attorney.*

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

### **Item #13 - Comprehensive Plan Land Use Policy 2.1.9 Family Heir Subdivision Status Report**

- Commissioner Proctor stated that the purpose of Policy 2.1.9 was to give families the ability to divide their property into smaller parcels. He thanked staff for helping a family navigate Policy 2.1.9 and the zoning laws. He inquired about methods to aid families in deciphering Policy 2.1.9, commenting that there are individuals who are land-rich but cash-poor. He concluded by discussing potential ways they could help the community better understand the policy.
- Chair Cummings sought information about whether the County has provided information regarding Policy 2.1.9 to the public.

- County Administrator Long responded they are very receptive to the statements made by Commissioner Proctor. He stated they are prepared to redouble their efforts with this focus in mind.
- Commissioner Proctor discussed the harm done to individuals due to the lack of understanding with regard to the policy. He presented the idea of having the Clerk's office provide clarity to the public regarding Policy 2.1.9, to safeguard property for future generations.

*Commissioner Proctor moved, seconded by Commissioner Maddox, to approve Option #1 as amended: Accept the status report on the Comprehensive Plan Land Use Policy 2.1.9 Family Heir Subdivision, and directed staff to conduct a 6-month outreach campaign to promote the benefits of the Policy.*

*The motion carried 7-0.*

## **GENERAL BUSINESS**

### **15. Leon County's Preparation, Response, and Recovery Efforts Related to the Bicentennial Storm Status Update**

County Administrator Long introduced this item which provides the Board with a status update regarding Leon County's preparation, response, and recovery efforts related to the Bicentennial Storm that occurred on April 11, 2024. This status report serves as a summary of actions taken to date by Leon County in response to the storm and provides findings and recommendations from the emergency activation.

- County Administrator Long provided an overview of the extensive response efforts to the May 10th tornadoes. He highlighted the removal of 1,500 trees and the clearing of over 130 County roads within 24 hours. County Administrator Long discussed the County's partnership with the Red Cross to provide food and shelter, distributing over 40,000 meals and nearly 1,000 tarps. Despite these efforts, he noted that the recovery process is still in its early stages. He praised County employees for their crucial role in the cleanup and thanked the Board, Chair Cummings, and Commissioner Caban for securing state assistance.
- Mathieu Cavell provided an overview. He began by discussing the historic nature of 2024's weather events and their impact on the community. Reflecting on the "bicentennial" flooding event from the previous month, he detailed ongoing recovery efforts, including the deployment of 3 million pounds of gravel to repair roadways. He then addressed the unprecedented tornado event, presenting a 90-second overview of the destruction and providing statistics showcasing the substantial damage. He praised the rapid response of Public Works and the collaborative efforts of various teams. He highlighted the critical role of the Office of Economic Vitality (OEV) in assisting businesses during their recovery and emphasized the importance of businesses remaining open. He underscored the significant contributions of 211 Big Bend and other social service agencies, particularly in supporting vulnerable populations like senior citizens. He concluded by noting the crucial role the federal government will play in the overall recovery process. He provided the 211 Big Bend phone number (850-617-6333).

- Kevin Peters discussed the partnership between the local, state (SERT), and federal governments (FEMA) and detailed how they will collaborate on the recovery effort. He mentioned the first step will be for SERT to complete their damage assessment report, then the report will be sent to their regional office in Atlanta for a recommendation. Next, the recommendation goes to FEMA for review and is then forwarded to the White House for a disaster declaration. He stated once the disaster declaration is approved, it will provide access to individual and public assistance programs. He noted how these programs will provide much-needed aid to individuals and local governments. He emphasized the critical role communication will play in advertising the availability of these funds for citizens. He concluded by mentioning the extremely active hurricane season ahead and warned that more disasters could be in our future. He outlined the collaborative efforts with the State Emergency Response Team and FEMA to secure emergency assistance. He also mentioned that the 2024 hurricane season is anticipated to be very active, with an estimated 23 named storms expected.
- County Administrator Long acknowledged the level of detail provided by Mathieu Cavell and Kevin Peters regarding the tornados and recovery process. He stated the County will work nonstop to make the community whole again. He commented on the proactive efforts by the Commissioners when they established a catastrophe fund a few years prior. He stated that the County will be responsible for 12.5 percent of total costs, and estimated the County will be liable for over a million dollars. He discussed immediate actions they are prepared to take once the federal disaster declaration is approved. He concluded by stating that he looked forward to receiving additional guidance from the Board.
- Chair Cummings applauded Kevin Peters and Mathieu Cavell for their comprehensive report on the recent tornadoes and floods. She praised their exceptional work in addressing the unusual weather events and thanked them for their efforts in repairing the community. She then opened the floor for Board discussion.
- Commissioner O'Keefe expressed gratitude to the staff and emergency management response team for their work. He praised the communications and Public Works teams for supporting the community after the April floods and credited Commissioner Caban for securing resources to aid recovery in District 2. He commended the City of Tallahassee Utilities for their swift response in restoring services. He also mentioned the numerous sewer spills caused by the April flooding and noted that he would address this issue further at a later date.
- Commissioner Caban thanked County Administrator Long and Brent Pell, Director of Public Works, for their efforts to repair Sir Richard Road. He provided the Commissioners with his proposal letter and a letter of support from the Chamber of Commerce. Expressing concern for the recovery of residents and small businesses in rural areas, he made a substitute motion to authorize the County Administrator to allocate \$1 million from the Catastrophe Fund for a microgrant program aimed at assisting unincorporated areas of Leon County affected by the tornadoes.

*Commissioner Caban moved for a substitute motion, seconded by Commissioner Maddox, to provide one million dollars to the County Administrator to create a program to aid rural communities. This also includes bringing back an agenda item regarding the catastrophe fund at their next meeting.*

- Commissioner Maddox expressed his approval of the essence of the program proposed by Commissioner Caban. He inquired about the timeline for implementing the program and disbursing the funds. He noted that if the money could not be distributed before the arrival of federal aid, the program would be of limited value. County Administrator Long explained that the funds would be used to bridge the gap between state and federal aid, and that the program could be implemented quickly. He noted that the funds could be used for essential needs such as food, medicine, short-term emergency housing for residents, and to cover damages not covered by insurance for businesses. He confirmed that the Catastrophe Fund would finance the program.
- Commissioner Maddox inquired about various stipulations and conditions that would be tied to the money they distributed through the program. He expressed some apprehension over the lack of details prior to voting on the substitute motion.
- County Administrator Long responded that the program aims to support individuals by covering expenses for food, medicine, and short-term housing and to assist businesses by covering damages not covered by insurance.
- Commissioner Maddox stated this program would be an anomaly when it comes to a storm response. He recommended that they devise a policy or threshold so this type of response doesn't become the expectation in future weather events.
  - County Administrator Long responded that the existing Catastrophe Fund Policy provides for ample flexibility when it comes to employing funds because each emergency is different. He discussed the differences between the Catastrophe Fund parameters and the program that was being proposed.

*Commissioner Caban moved, seconded by Commissioner Maddox, to amend the substitute motion to allow the County Administrator to access the Catastrophe Fund and to bring back an agenda item at their next meeting regarding the Catastrophe Fund Policy.*

- Vice-Chair Welch inquired whether the funds for this program would come from the fund balance or the Catastrophe Fund. He stated he was concerned because a substantial percentage of the damage was done inside City limits, and this would exclude them. He questioned whether the City of Tallahassee has proposed a program for the residents inside City limits.

*The Board recessed at 5:37 p.m. and resumed at 6:00 p.m.*

- Vice-Chair Welch expressed trust in Commissioner Caban's judgment regarding the distribution of funds. He emphasized the importance of not neglecting residents within City limits and ensuring their needs are met. Vice-Chair Welch highlighted the thousands of impacted and damaged structures throughout Leon County and commended Commissioner Caban for his dedication to advocating for his district. He thanked the Public Works staff and community

relations team for their response to the unprecedented storms. Vice-Chair Welch mentioned that Leon County is well-equipped to handle such situations and expressed confidence in its ability to manage the upcoming hurricane season.

- Commissioner Caban clarified that this is not solely for District 2 but the entire County's unincorporated areas.
- Commissioner Maddox reiterated his concern that FEMA assistance will arrive before they can distribute their funds, but he mentioned he still liked the proposal. To fill in the gaps, he suggested using their funds to replace items that FEMA aid will not cover. He stated this would only apply if the FEMA money coincided with their distribution.
- Commissioner O'Keefe inquired whether Commissioner Caban's proposal would require a unanimous vote.
  - County Attorney O'Steen responded that it shouldn't require a unanimous vote but indicated there is some ambiguity.
- Commissioner O'Keefe inquired about which citizens would be included in the homestead provision.
  - County Administrator Long responded that standard practice is that it would apply to individuals- renters or owners.
- Commissioner O'Keefe raised concern for groups that pay County taxes but are excluded from the proposal, like Myers Park and Indianhead Acres. He described the devastation these communities experienced and stated he could not support something that would exclude them.
- Chair Cummings inquired about communication with the City of Tallahassee regarding their plan for a recovery assistance program. She requested having the County Administrator communicate with the City included as part of the proposal.
- Commissioner Caban noted the Big Bend Minority Chamber was drafting a letter of support for his proposal.
- Commissioner Maddox commented that they devised their own recovery response to the storm and didn't want to dictate to the City. He would prefer that the City engage in their own discussions and create their own response proposal.
- Chair Cummings stated that this is not dictatorial but a means of keeping communication open. She commented that with this level of destruction, it wouldn't hurt to communicate. She mentioned that they should show concern for all residents, whether they are in the City or County.
- Commissioner Maddox proposed including the areas within City limits that were in the direct path of the tornadoes as eligible under the program.

- County Administrator Long responded by stating it may take some time to determine who is eligible for the program. He mentioned that they are the primary service provider for the unincorporated areas, and that is why the focus of the program is there.
- Commissioner Proctor commended Commissioner Caban for his heroic work. He commented that they won't be able to provide relief to everyone, but it matters to those they can assist. He stated those who have no insurance or means are the most vulnerable and need immediate assistance. He mentioned the absence of the City of Tallahassee in all the reports regarding the storm, indicating possibly an unfortunate divide between the City and unincorporated areas. He proposed a resolution to request Talquin Electric remit \$300 to all customers who lost power for 48 hours or longer. He also inquired about the duration of the Governor's emergency declaration.
- County Attorney O'Steen stated the governor's emergency declaration is in effect for 30 days but can be extended at his discretion.
- Commissioner Proctor shared he appreciated that no distinctions will be made between those who live on private roads versus public roads in the recovery process. He mentioned the idea of employing street teams to go door to door and distribute information to residents about available services. He concluded by commenting that he hoped the Board would consider his resolution regarding Talquin.
- Commissioner Minor commended Commissioner Caban for his hard work in District 2. He praised Kevin Peters, Matt Cavell, Brent Pell, and their teams for their incredible response to the storms. He noted the idea of adding nonprofits and churches to Commissioner Caban's motion.
- Commissioner Caban responded that he wanted to remain focused on assisting residents and businesses because they profoundly need the help.
- County Administrator Long stressed that the real assistance will come from FEMA and the Individual Assistance Program. He commented that, from a financial standpoint, it is the beginning of hurricane season, and they have already borrowed from the Catastrophe Fund. He stated that despite that, if it's the desire of the Board to increase the fund to \$2,000,000.00, they would bring back an agenda item detailing how to replenish the Catastrophe Fund.
- Commissioner Caban agreed to amend his substitute motion to \$2,000,000, so that way they can include those in the direct line of the tornados within City limits.

*Commissioner Caban amended the substitute motion, seconded by Commissioner Maddox, to increase from \$1,000,000 to \$2,000,000 to include those in City limits who were in the direct path of the tornados.*

- Vice-Chair Welch stated emphatically that he can't support increasing the money to \$2 million. He urged his colleagues to heed what the County Administrator cited and not drain the Catastrophe Fund. He mentioned that they are likely to receive a federal emergency declaration. He recommended the

Board return to the \$1,000,000.00 for the unincorporated areas and to have faith that the City of Tallahassee will offer its own support program. He reiterated that he couldn't support the \$2,000,000.00 substitute motion but suggested including some communities within City limits in the \$1,000,000.00 program.

- Chair Cummings summarized the purpose of the substitute motion and stated the goal was to provide immediate relief. She commended Mayor Dailey for his constant communication with officials. She echoed the remarks of Vice-Chair Welch and expressed confidence that the City of Tallahassee will provide for those within City limits. She reiterated that the purpose of this program was to provide immediate assistance and by expanding its reach to include more areas, it will slow down that immediacy.
- Commissioner Maddox stated those in the direct pathway of the tornados will need more assistance than what the City alone can provide. He mentioned that Chair Cummings made a compelling case for the goal of providing immediate relief. He rescinded his second, so Commissioner Caban could reoffer his original substitute motion.
- Chair Cummings stressed that the disaster occurred only a few days ago, and they haven't completed their total assessment of damages yet. She mentioned the outsized role FEMA is expected to play in the recovery process. She concluded by stating this program will not be the only assistance residents receive.
- Commissioner Caban stated his primary focus is the unincorporated areas and returned to his previous substitute motion of \$1,000,000 for the unincorporated areas.
- Commissioner Proctor inquired about what is prohibiting them from communicating with the City in a time of crisis. He stated that the \$2,000,000.00 that was proposed should have been matched with the City as a joint fund. He commented that they shouldn't make any assumptions about the City's potential plans. He reiterated his request to remit \$300 per household on their utility bill. He questioned County Administrator Long about his level of communication with the City of Tallahassee.
- County Administrator Long noted the City and County have extensive coordination efforts throughout all emergencies. He commented that the Board should provide guidance on the message it would like him to communicate to the City.
- County Attorney O'Steen clarified the governor's emergency declaration is in effect for 60 days, which began on May 10th.
- Commissioner Proctor stated they shouldn't wait on the federal government for aid and that they need to provide for their own people. He commented they have the funds and should move swiftly.

*Commissioner Caban moved, seconded by Commissioner Maddox, to approve Option #1 as amended: Accept the status update on Leon County's preparation, response, and recovery efforts related to the Bicentennial Storm, and direct the*



County Administrator to allocate \$1 million from the Catastrophe Fund for a microgrant program for residents and business in unincorporated Leon County.

The motion carried 6-1. (Commissioner O'Keefe in opposition).

**16. Tallahassee Housing Authority Funding Request for the Springfield Apartments Master Plan**

County Administrator Long introduced this item which seeks Board consideration of a funding request from the Tallahassee Housing Authority in the amount of \$175,000 to produce a master plan for the redevelopment of the Springfield Apartments located in the Griffin Heights Neighborhood. The request would match the funding allocated by the City of Tallahassee. Should the Board wish to fund the request, the item provides the option to utilize a portion of the remaining Federal Emergency Rental Assistance funds that were allocated to the County and currently pledged to a federal housing grant application opportunity.

There was no public comment.

- Vice-Chair Welch inquired about the funding structure of the master plan study and the City's request to split the expense. He commented that he believed the City should cover the cost of the project but was willing to follow the Board's direction.
- Commissioner Maddox similarly inquired about funding possibilities if they receive the grant and whether approving this option would expedite the process. He commented that he believed this situation resembled the Orange Avenue project in terms of poor conditions. He stated that approving the master plan would allow them to move forward and that they have the necessary funds to proceed. He concluded by pledging his support for Option #1.
- Vice-Chair Welch clarified that he saw the funding structure as different from Orange Avenue and, therefore, should be funded entirely by the City. He commented that he hoped they weren't setting a new precedent but reiterated his willingness to follow the Board's direction.
- Commissioner Proctor inquired if they had anything equivalent to the City's CDBG fund.
  - County Administrator Long responded they don't because the City is classified as an entitlement community and, therefore, doesn't need to compete for CDBG funds. He concluded by mentioning they don't receive direct entitlement funding.
- Commissioner Proctor stated because the City's portion of the money is coming from CDBG funds, the City isn't making a sacrifice in the same way as the County. He pondered whether Vice-Chair Welch was correct, and the City should fund the entire cost of the master plan.
- County Administrator Long stated he could discuss again how the City is classified and why they receive CDBG funding. He mentioned there is wide latitude on how they spend those funds. He commented that the reason they were competing for HUD dollars was because the County doesn't receive direct entitlement funds.

- Commissioner Proctor commented that the City isn't really making a sacrifice due to receiving federal money, but the County would. He praised the work that went into revitalizing the Orange Avenue Apartments and concluded by encouraging his colleagues to support Option #1.
- Commissioner O'Keefe agreed with the comments made by Vice-Chair Welch and Commissioner Proctor. He remarked that this request was rich coming from the City, which hadn't responded to their invitations for a joint meeting. He declared that this doesn't set a good precedent but stated that the Springfield Apartments are in desperate need of repair and that the residents shouldn't suffer because of their disagreements with the City.
- Chair Cummings stated she supports the motion on the table. She commented on the dire need for affordable housing and how Springfield Apartments can alleviate some of that need. She acknowledged disagreements with the City over funding but mentioned splitting the expense will strengthen their important partnership. She concluded by stating this will convey to the residents that the County is committed to addressing affordable housing.

*Commissioner Maddox moved, seconded by Commissioner Proctor, to approve Option #1: Approve up to \$175,000 of Emergency Rental Assistance 2 funding to support the funding request from the Tallahassee Housing Authority to develop the Springfield Apartments Master Plan and authorize the County Administrator to execute all Agreements necessary, and any amendments thereto, subject to legal review by the County Attorney.*

*The motion carried 7-0.*

**17. Bid Award for the LeRoy Collins Leon County Main Library Second Floor Improvements**

County Administrator Long introduced this item which seeks Board approval to award the bid for the LeRoy Collins Leon County Main Library Second Floor Improvements Project to OmniCon Corp., the lowest responsible and responsive bidder, in the amount of \$1,554,530.

*Commissioner Maddox moved, seconded by Commissioner O'Keefe, approval of Option #1 to approve the bid award to OmniCon Corp., in the amount of \$1,554,530, for the LeRoy Collins Leon County Main Library Second Floor Improvements Project and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.*

*The motion carried 6-0. (Chair Cummings out of Chambers).*

**18. Supplemental Local Agency Program Agreement between Leon County and State of Florida Department of Transportation, and Bid Award for Construction of Miccosukee Road Bridge Replacement Project**

County Administrator Long introduced this item which seeks Board approval of a Local Agency Program (LAP) Supplemental Agreement with the Florida Department of Transportation, a Resolution authorizing the LAP Agreement, and a Budget Amendment Request to realize the additional funding for the construction and construction engineering inspection for the Miccosukee Road Bridge Replacement Project; and

approval to award the bid for the construction of the Miccosukee Road Bridge Replacement Project to Sandco LLC, the lowest responsible and responsive bidder in the amount of \$3,399,654.

There was no public comment.

Commissioner Maddox thanked staff for all their hard work on this item. He emphasized the importance of keeping the Greenway available for public recreation.

*Commissioner O'Keefe moved, seconded by Commissioner Caban, approval of Options # 1-#4: Option #1: Approve the Local Agency Program Supplemental Agreement with the Florida Department of Transportation for the construction and construction engineering inspection for Miccosukee Road Bridge Replacement Project and authorize the County Administrator to execute the Agreement, subject to legal review by the County Attorney.*

*Option #2: Adopt the Resolution authorizing the Local Agency Program Agreement with the Florida Department of Transportation for the construction and construction engineering inspection for the Miccosukee Road Bridge Replacement Project.*

*Option #3: Approve the Resolution and Budget Amendment Request to realize the additional funds.*

*Option #4: Approve the bid award for the construction of the Miccosukee Road Bridge Replacement Project to Sandco LLC in the amount of \$3,399,654 and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.*

*The motion carried 6-0. (Chair Cummings out of Chambers).*

#### **19. Commissioner Appointments to the Value Adjustment Board**

County Administrator Long introduced this item which seeks Board approval to appoint Commissioners to the Value Adjustment Board.

There was no public comment.

*Commissioner Maddox moved, seconded by Commissioner Minor, approval of Options # 1-#2: Option #1: Full Board to appoint two Commissioners to the Value Adjustment Board for two-year terms ending April 30, 2026.*

*Option #2: Full Board to select one of the two Commissioners appointed to the Value Adjustment Board to serve as the Chair of the Value Adjustment Board.*

- The Board appointed Commissioner Maddox and Commissioner Caban to the Value Adjustment Board, with Commissioner Maddox to serve as Chair.

*The motion carried 6-0. (Chair Cummings out of Chambers).*

#### **20. Full Board Appointments to the Leon County Educational Facilities Authority, and the Tallahassee-Leon County Minority, Women, & Small Business Enterprise Citizen Advisory Committee**

County Administrator Long introduced this item, which seeks the full Board's consideration of the appointment of citizens to the Leon County Educational Facilities Authority, and the Tallahassee-Leon County Minority, Women, and Small Business Enterprise Citizen Advisory Committee.

Commissioner O'Keefe inquired about the possible relationship between the individual appointed to the Architecture, Construction, and Engineering Committee and the individual who was awarded the library improvement contract. He sought clarification about a possible familial relationship between the two individuals.

- County Administrator Long responded that he was unaware of whether that was disclosed during the process. He stated staff would do some research into a possible conflict of interest and bring that information back to the Board.

*Commissioner Minor moved, seconded by Commissioner Maddox, approval of Options #1-#2: Option #1: Appoint one citizen, Parker DeWitt, to the Leon County Educational Facilities Authority for the remainder of an unexpired term ending July 31, 2028.*

Option #2: Appoint one citizen, Carol Rippee, to the County's Architecture / Construction / Engineering seat on the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee for a two-year term ending April 30, 2026.

*The motion carried 7-0.*

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

##### **21. First and Only Public Hearing to Consider Adopting a Resolution to Abandon the April Road Right-of-Way**

There was no public comment.

*Commissioner O'Keefe moved, seconded by Vice-Chair Welch, to the approval of Option #1: Conduct the first and only public hearing and adopt the resolution to abandon the 60-foot-wide April Road right-of-way totaling approximately 5.9 acres, located between Apalachee Parkway and Old St. Augustine Road, contingent upon the approval of the Citrus Grove Planned Unit Development.*

*The motion carried 5-0. (Commissioners Proctor and Caban, out of Chambers).*

##### **22. First and Only Public Hearing to Consider an Ordinance Amending the Official Zoning Map to the Citrus Grove Planned Unit Development**

County Attorney O'Steen referenced an attachment in their agenda item that disclosed ex parte communications.

There was no public comment.

*Commissioner Caban moved, seconded by Vice-Chair Welch, approval of Option #1: Conduct the first and only public hearing and adopt the proposed Ordinance, thereby amending the Official Zoning Map to change the zoning classification from the Single-Family Detached Residential (R-1) zoning district to the Citrus Grove Planned Unit Development (PUD) zoning district, for 149.35 acres located between Apalachee Parkway and Old Saint Augustine Road at their intersections with April Road, based on the*

*findings of fact and conclusions of law by the Planning Commission, this report, and any evidence submitted at the hearing.*

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

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

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

- Artie White, Department of P.L.A.C.E, discussed a letter they received from Friends of the Miccosukee Greenway. He provided clarification that some of the roadway access points pre-dated the existence of the Greenway. He mentioned there are substantial protections in place for the canopy roads, including the canopy road zone designation, and listed examples of what that designation prohibits. He added they have the Citizen's Advisory Committee which dispenses advice to the Board and City Commission on matters regarding the canopy roads. He stated there are numerous protections afforded to the Greenway and proceeded to name a few. He commented on the concerns over pedestrian safety and discussed the elevated safety standards set by the government to ensure pedestrian well-being. He concluded by highlighting again the protections in place for canopy roads and the Greenway.
- The following speakers provided in –person comments.
- Rob Lombardo, 9704 Abbey Road, commented on the vague language in the ordinance. He requested that it be modified to protect a section in the canopy road zone and that the commercial road crossing meet some standard, such as speed limits.
- Gene Jones left and will mail in his comments.
- Sue Noyes, 5800 Veterans Memorial Drive, spoke in support of preserving the Greenway.
- Nancy Stephens, 11445 Moccasin Gap Road, discussed how unique the Miccosukee Greenway is to the community. She mentioned the need for safeguards for those who use the Greenway. She commented that she hoped the Commissioners would collaborate with them.
- Brett Bartfeld, 8150 Mahan Drive, spoke on how special the Greenway is and why it needs to be protected. He commented that if there are any actions they could take to protect the Greenway, it would be appreciated.
- Lisa Lazarus, 3881 Tan Mouse Road, discussed the beauty and peacefulness of the Miccosukee Greenway. She urged compromise in forging a solution.
- Mary Kay Falconer, 2140 Armistead Road, mentioned that she represents bikers. She discussed the importance of preserving the Greenway.
- Rose Kelley, 3886 Long and Winding Road, reflected on what the Miccosukee Road and the canopy roads have meant to her family. She mentioned how much the citizens of Tallahassee love these roads.
- Linda Vause, 8501 Veterans Memorial Drive, stated the Greenway is unique to this County and hoped we could preserve it. She commented that she wanted them to limit development and preserve their natural beauty.
- Sara Cawthon, 921 Carraway Street, mentioned she hoped sacrifices would be made to protect the beauty of the Greenway. She echoed the sentiment of the other speakers about preserving the Greenway.

### **Waived right to speak (In support of Greenway):**

- Darren Taylor, 119 S. Monroe Street
- Sean Marstan, 2851 Remington Green Circle
- Robert Volpe, 119 S. Monroe Street
- Gene Jones, 2785 N. Arendell Way
- Ann Bidlingmaier, 1920 Harriet Drive
- Ruth Arase, 9540 Oak Hollow Trail

### **COMMENTS/DISCUSSION ITEMS**

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

- Stated that the Opioid litigation outside counsel recommended an amendment to the County's complaint to add two Pharmacy Benefit Managers. She agreed with the recommendation and asked the Board for authorization.

*Commissioner Maddox moved, seconded by Vice-Chair- Welch, to authorize the County Attorney to add Express Scripts and Optum RX, and their subsidiaries, to Leon County's complaint in the Opioid litigation.*

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

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

- Commended Mathieu Cavell for being recognized by the Florida Public Relations Association, North Florida Chapter, as the Communicator of the Year.
- Announced that County offices would be closed on May 20th for Emancipation Day.

### **COMMISSIONER DISCUSSION ITEMS**

#### **Chair Cummings:**

- Presented County Administrator Long with an award from the Tallahassee Urban League designating the County as a Goal Partner.
- Requested a proclamation recognizing the County's first responders.

*Commissioner Proctor moved, seconded by Commissioner Maddox, to approve a proclamation recognizing the outstanding storm-related efforts of the County's first responders.*

*The motion carried 7-0.*

#### **Vice-Chair Welch:**

- Stated that the roadway access property entitlements of the Miccosukee Greenway were established before the Greenway existed, making bifurcations of the Greenway inevitable. He noted that preventing all development is unrealistic and questioned the goal of the additional protection. He asked if an ordinance change is necessary to minimize the impact of the roadways. While sharing the sentiment of preserving the Greenway, he emphasized that property owners have rights. He expressed that the County has a fiduciary duty to protect the Miccosukee Greenway.
- Artie White confirmed that the easements predated the Greenway and are entitlements that cannot be eliminated. He stated that no additional overlay or land development code/planning tool is needed for roadway design regarding pedestrian crossings and

user safety. He stated that a special designation district would not drive the roadway design, and that roundabouts are proven to be much safer than standard intersections.

- Charles Wu, Director of Engineering Services, confirmed that the extension of Dempsey Mayo Road would be permitted by the County and other roads would be permitted by the City. He stated that Westminster Oaks supports the Dempsey Mayo roundabout and confirmed that it is considered a traffic-calming device.
- Vice-Chair Welch questioned the rationale of creating an amendment to the ordinance that would designate the Miccosukee Greenway as a special area. He mentioned the Greenway is already heavily regulated and doesn't need an extra layer of regulations.

Public Comment:

- Rob Lombardo, 9704 Abby Road, said the easements don't provide for the type/style of the roads and where they would intersect with Miccosukee Road. He stated what Friends of the Miccosukee Greenway are asking for is to minimize the damage and make these roadways safe. He asked for special consideration and protection for the six-mile area of Miccosukee Road. He said he is in opposition to a roundabout at the intersection of Dempsey Mayo Road and Miccosukee Road. He mentioned the public purpose requirement written in the Greenway and trails statute.
- Artie White commented that roundabouts provide ample safety to pedestrians and mentioned that studies do indicate that roundabouts have a ninety percent decrease in fatalities. He reiterated that, objectively, roundabouts are safer than standard intersections.
- Commissioner Maddox suggested that the speakers were upset because they felt their concerns were not being heard. He emphasized the need for a compromise, acknowledging that neither side is likely to get everything they want. He then asked the speakers for their input on acceptable actions moving forward.
- Commissioner O'Keefe argued that standard traffic design should not be applied to roads intersecting a greenway due to its unique characteristics. He emphasized the need for design standards that balance traffic flow with pedestrian and non-vehicular safety. He noted that the City allowed developers to bypass the Canopy Roads Committee review in Welaunee for the HUD agreement. He pointed out that the Miccosukee Greenway Management Plan only applies to the Greenway itself, not the roadways. He requested an agenda item to explore creating a Miccosukee Greenway and Canopy Road Protection Corridor to address road design in and around the Greenway.
- Commissioner Caban stated he would like to read all the information regarding the Greenway. He commented that receiving an agenda item would be helpful and that he supported Commissioner O'Keefe's motion.
- Commissioner Minor expressed that he too would like an agenda item to explore the ideas for a location of the roadway crossing and the types of crossings that may be appropriate. He commented that the Greenway is a jewel for the community, and that they should invest the time to develop an ideal compromise.
- Commissioner Proctor stated he supported the motion on the table. He reiterated his desire to better incorporate public voices in the policy making process.
- Commissioner Maddox reiterated his desire to hear the citizen's input on the Greenway design. He mentioned he would rather have a discussion regarding the design of the road versus creating a corridor.
- Chair Cummings stated she believed bringing back an agenda item would help provide clarity on the issue of the Greenway. She thanked all the speakers and commented that their voices were heard. She echoed her colleagues in desiring to reach a compromise.

*Commissioner O'Keefe moved, seconded by Commissioner Minor, to direct staff to provide an agenda item to consider the creation of a Miccosukee Greenway Canopy Road*

*Protection Corridor that would include roadway design standards for the access easements associated with the Greenway property.*

*The motion carried 7-0.*

**Commissioner Proctor:**

- Commented on democracy in the community and the value of all citizens having their voices heard.
- Mentioned a request recognizing Emancipation Day from the Henry Hill Foundation and discussed their celebration going back 157 years. He distributed a request from Frank Williams, President of the Henry Hill Foundation, for \$6,000 to support its Emancipation Day celebration event.
  - County Administrator Long responded that should the Board choose to fund the request, a motion is needed to waive the policy and direct the County Administrator to execute a budget amendment from Fund Contingency, approved by unanimous vote.
  - Vice-Chair Welch confirmed with the County Administrator that all such requests should be addressed in an agenda item per Policy. He expressed that these funding requests should go through the process.
  - County Attorney O'Steen reiterated the vote would need to be unanimous due to it occurring under Commissioner Discussion time.
- Vice-Chair Welch expressed his dissatisfaction for once again approving funds that didn't go through the customary process. He mentioned that this was not a good fiscal policy and stated this wasn't what they should be doing. He commented they need to draw a line, and those petitioning for funding should go through the proper process.
- Chair Cummings inquired whether Commissioner Proctor would accept bringing this back as an agenda item.
- Commissioner Proctor mentioned the \$1 million the Board had already spent that night and stated there is a \$6,000 request for the Henry Hill Foundation.
- Commissioner Proctor commented that he would like to meet with the County Attorney to review their Tree Maintenance Policy. He reiterated his desire for the Board to approve his two proposed resolutions, requesting a \$300 rebate for City of Tallahassee Utility and Talquin Electric customers who lost power from the tornadoes.

*Commissioner Proctor moved, seconded by Commissioner Caban, to direct staff to provide an agenda item on the \$6,000 funding request from the Henry Hill Foundation Inc. for its Emancipation Day celebration event for the June 11, 2024, Board meeting.*

*The motion carried 6-0. (Commissioner Maddox out of Chambers).*

*Commissioner Proctor moved, seconded by Commissioner Caban, to direct staff to provide an agenda item to consider a \$1,000 sponsorship request for the 100 Black Men of Tallahassee event for the June 11, 2024, Board meeting.*

*The motion carried 7-0.*

*Commissioner Proctor moved, seconded by Commissioner O'Keefe, to approve two resolutions requesting a \$300 rebate for customers who lost power from the City of Tallahassee and Talquin Electric.*



The motion failed 3-4. (Commissioners Maddox, Minor, Caban, and Welch voted in opposition.)

- Concluded his remarks by thanking all the workers who were on the front lines during the storms. He discussed the flexibility of workers during the storm cleanup process. He praised Mathieu Cavell for his report and the data that was included. He commended Commissioner Caban for his leadership over the past few days.

**Commissioner Caban:**

- Praised his aid, Allie Richards, for her tireless work and leadership during the aftermath of the storm.
- He thanked County Administrator Long and his entire team for their leadership and work. He mentioned how much his district appreciated their efforts.
- Mentioned his goal was to get service providers out to the rural communities by setting up mini shops in the afternoons or after hours for citizens who lack transportation.
- Requested a proclamation to recognize Bagigio's restaurant, a local small business in Woodville, for distributing free pizzas to the community after the storm.
- Praised the Board for their collaborative nature.

*Commissioner Caban moved, seconded by Commissioner Proctor, to direct staff to provide a General Business agenda item on the Private Road Assistance Policy.*

The motion carried 7-0.

*Commissioner Caban moved, seconded by Commissioner Minor, to approve a proclamation recognizing Bagigio's for their efforts to help feed the community after the May 10th storm.*

The motion carried 7-0.

**Commissioner Minor:**

- Commented on the anti-human trafficking bill signed by Governor Ron DeSantis. He thanked the Commissioners and FAC for their role in helping to prevent the insidiousness of human trafficking.
- Mentioned the destruction caused by the storms on Friday, specifically the tremendous damage caused to the art community at Railroad Square and other areas.
- Kathleen Spehar, Executive Director of the Council on Culture & Arts, spoke on the devastation caused to the art district and other heavily impacted areas. She asked if the Board would consider broadening the allowable use of the existing COCA grant funding for disaster relief expenses.
- Requested that the County Administrator, Tourism, and the County Attorney explore options within the law to allow existing COCA grant funding, supported by TDT revenues, to be redirected for disaster relief expenses.

*Commissioner Minor moved, seconded by Commissioner Maddox, to direct staff, in consultation with the County Attorney's Office, to authorize existing COCA grant funding supported by TDT revenues to be redirected for disaster relief expenses, if allowable.*

The motion carried 7-0.

**Commissioner O’Keefe:**

- Praised everyone for their dedicated service in the aftermath of both weather disasters.
- Thanked the County Attorney’s office and Animal Control for the rescue of over 100 dogs and other animals from inhumane conditions. He praised Animal Control and Humane Society for moving promptly to recuse the endangered animals.
- Requested a proclamation recognizing June as Pride Month.

*Commissioner O’Keefe moved, seconded by Commissioner Maddox, to approve a proclamation recognizing June as Pride Month.*

*The motion carried 7-0.*

*Commissioner O’Keefe moved, seconded by Commissioner Maddox, to approve a proclamation recognizing June 13-19, 2024, as Certified Nursing Assistant Week.*

*The motion carried 7-0.*

**Commissioner Maddox:**

- Had no comments.

**RECEIPT AND FILE:**

- Children’s Services Council of Leon County Quarterly Financial Report January 1, 2024, through March 31, 2024
- Capital Region Community Development District Minutes for the March 7, 2024, Meeting

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 9:07 p.m.

ATTEST:



BY: \_\_\_\_\_  
Carolyn D. Cummings, Chair  
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

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Payments of Bills and Vouchers

---

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Roshaunda Bradley, Director, Office of Management & Budget<br>Brandy Furbee, Manager, Office of Management & Budget |
| <b>Lead Staff/ Project Team:</b>    | Shawnya Hernandez, Management Analyst   |

**Statement of Issue:**

This item requests Board approval of the payment of bills and vouchers submitted for July 9, 2024, and pre-approval of payment of bills and vouchers for the period of July 10, 2024, through September 16, 2024.

**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 July 9, 2024, and the pre-approval of payment of bills and vouchers for the period of July 10, 2024, through September 16, 2024.

## **Report and Discussion**

### **Background:**

The Office of Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the July 9th meeting, the morning of Monday, July 8, 2024. If, for any reason, any of these bills are not recommended for approval, OMB will notify the Board.

### **Analysis:**

Since the next regular meeting is scheduled for September 17, 2024, it is advisable for the Board to pre-approve payment of the County's bills for July 10, 2024, through September 16, 2024, 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 July 9, 2024, and the pre-approval of payment of bills and vouchers for the period of July 10, 2024, through September 16, 2024.
2. Do not approve the payment of bills and vouchers submitted for July 9, 2024, and the pre-approval of payment of bills and vouchers for the period of July 10, 2024, through September 16, 2024.
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

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Proposed Revisions to Leon County Personnel Policies and Procedures, Section 7 - Attendance and Leave

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator  |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Candice Wilson, Human Resources Director |
| <b>Lead Staff/ Project Team:</b>    | Paula DeBoles-Johnson, Human Resources Manager   |

### **Statement of Issue:**

This item seeks Board adoption of proposed revisions to the Leon County Personnel Policies and Procedures, Sections 7.08 – Annual Leave Accrual, and Section 7.16 – Transfer Credits (Attachment #1). Section 7.08 is being updated to specify creditable service, and Section 7.16 is being removed to remain consistent with current practices at the State level.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Adopt the proposed revisions to the Leon County Personnel Policies and Procedures, Sections 7.08 – Annual Leave Accrual, and Section 7.16 – Transfer Credits (Attachment #1).



## **Report and Discussion**

### **Background:**

This item seeks Board adoption of proposed revisions to the Leon County Personnel Policies and Procedures, Sections 7.08 – Annual Leave Accrual, and Section 7.16 – Transfer Credits (Attachment #1). Section 7.08 is being updated to specify creditable service for annual leave, and Section 7.16 is being removed to remain consistent with current practices at the State level.

**7.08 Annual Leave Accrual** – The creditable service for annual leave language is being updated to specify how annual leave hours will be accrued when transferring from another participating Florida Retirement System (FRS) agency to the County.

**7.16 Transfer Credits** – This section is being removed to reflect current practices at the State level which does not allow for the transfer of leave credits when changing employers.

### **Analysis:**

**7.08 Annual Leave Accrual** – Leon County Government employs approximately 850 regular full-time, part-time, and temporary OPS employees. Recognizing that these employees are the organization’s greatest resource, the County is committed to remaining an employer of choice and making the necessary investments to recruit and retain a talented workforce. One of the benefits that the County offers is additional annual leave hours accrual for employees transferring from other FRS employers. The creditable service for annual leave language is being updated to specify how annual leave hours will be credited when new hires join the County from another FRS employer. This change provides more explicit language to explain that the annual leave accrual for the new County employee will be adjusted to reflect the years of service in their last FRS position as long as there is not a break in service between the other FRS position and County employment of more than 30 working days.

**7.16 Transfer Credits** – This section is being removed to reflect current practices at the State level. Employees who leave State government are paid for any remaining leave based on State policies. As such, the agency is required to report zero hours to any other agency outside of State government.

### **Options:**

1. Adopt the proposed revisions to the Leon County Personnel Policies and Procedures, Sections 7.08 – Annual Leave Accrual, and Section 7.16 - Transfer Credits (Attachment #1).
2. Do not adopt the proposed revisions to the Leon County Personnel Policies and Procedures, Sections 7.08 – Annual Leave Accrual, and Section 7.16 – Transfer Credits.
3. Board direction.

### **Recommendation:**

Option #1

Attachment:

1. Leon County Human Resources Policy Section VII – Attendance and Leave, Sections 7.08 – Annual Leave Accrual, and Section 7.16 – Transfer Credits

**SECTION VII  
ATTENDANCE AND LEAVE**

**11.01**

**7.08 Annual Leave Accrual**

Annual leave is provided for the purpose of rest, recreation, time with family, travel, and other forms of renewal by getting away from the job. It also enables employees to take care of other time consuming personal matters, which may arise from time to time. Annual leave is not intended as a substitute for regular on-time attendance and will not be approved by supervisors to make up for habitual lateness. All regular employees shall be entitled to earn and accrue annual leave. Employees who work less than full-time shall accrue leave in proportion to their hours worked.

Creditable service for annual leave shall begin to accrue immediately upon employment. For employees joining the County from another Florida Retirement System (FRS) employer, creditable service for accrual rate purposes shall include their years of service at that FRS employer, only for their most recent position held, state, local government or special district service (only eligible service under Florida Retirement System) as long as there has not been a any-break in service prior to County employment does not exceed of more than thirty (30) working days.

Credits for Career Service annual leave shall be allowed on the following basis:

- A. Eight (8) hours per calendar month effective upon employment.
- B. Ten (10) hours per calendar month after completion of five (5) years service.
- C. Twelve (12) hours per calendar month after completion of ten (10) years service.
- D. Thirteen (13) hours per calendar month after completion of fifteen (15) years service.
- E. Fourteen (14) hours per calendar month after completion of twenty (20) years service.
- F. Sixteen (16) hours per calendar month after completion of twenty-five (25) years service.

Credits for Executive Support and EMS employees, who normally work 2,080 hours annually, annual leave shall be allowed on the following basis:

- A. Eight (8) hours per calendar month effective upon employment.
- B. Ten (10) hours per calendar month after completion of five (5) years service.
- C. Twelve (12) hours per calendar month after completion of ten (10) years service.
- D. Fourteen (14) hours per calendar month after completion of fifteen (15) years service.
- E. Sixteen (16) hours per calendar month after completion of twenty (20) years service.

**SECTION VII  
ATTENDANCE AND LEAVE**

**11.01**

Sr. Management Service credits for annual leave shall be allowed on the following basis:

- A. Ten (10) hours per calendar month effective upon employment.
- B. Twelve (12) hours per calendar month after completion of five (5) years service.
- C. Fourteen (14) hours per calendar month after completion of ten (10) years service.
- D. Fifteen (15) hours per calendar month after completion of fifteen (15) years service.
- E. Sixteen (16) hours per calendar month after completion of twenty (20) years service.

Executive Service credits for annual leave shall be allowed on the following basis:

- A. Twelve (12) hours per calendar month, effective upon employment.
- B. Fourteen (14) hours per calendar month after completion of five (5) years service.
- C. Fifteen (15) hours per calendar month after completion of ten (10) years service.
- D. Sixteen (16) hours per calendar month after completion of fifteen (15) years service.
- E. Seventeen (17) hours per calendar month after completion of twenty (20) years service.

EMS employees (Paramedic, EMT, Supply Technician, and System Controller) who are normally scheduled to work in excess of 2080 hours annually will earn annual leave accrual per calendar month on a prorated basis based on the shift/annual hours worked and the following schedule:

**Monthly Accrual:**

| <b>Years of Service</b>     | <b>12 Hour Shift<br/>Day/Night</b> | <b>9 Hour Shift<br/>5 Days/Week</b> | <b>12 Hour Shift<br/>4 Days/Week</b> | <b>24 Hour Shift</b> |
|-----------------------------|------------------------------------|-------------------------------------|--------------------------------------|----------------------|
| Upon Employment             | 8.5                                | 9                                   | 10                                   | 11                   |
| <u>After Completion of:</u> |                                    |                                     |                                      |                      |
| 5 Years                     | 10.5                               | 11                                  | 12                                   | 14                   |
| 10 Years                    | 12.5                               | 13.5                                | 14                                   | 17                   |
| 15 Years                    | 15                                 | 16                                  | 17                                   | 20                   |
| 20 Years                    | 17                                 | 18                                  | 19                                   | 22                   |

Annual leave may be accumulated but may not exceed three hundred (300) hours as of January 31 annually for all regular, full time, and part time employees. All annual leave hours in excess of 300 hours will be forfeited as of January 31 of each year. This policy will apply to all employees under the Board of County Commissioners. Carry forward of annual leave in excess of as of January 31 is not allowed.

**SECTION VII  
ATTENDANCE AND LEAVE**

---

**11.01**

In the event an employee has not been able to work during the months of October, November, and December due to an approved leave of absence covered under the Family and Medical Leave Act (FMLA), Workers Compensation, Military Leave, or Administrative Leave, the County Administrator may approve a carry forward of annual leave hours. All requests for annual leave carry forward will be reviewed by Human Resources to validate that leave could not be taken due to an extended leave of absence and a recommendation will be made to the County Administrator or to the County Attorney for those employees working in the County Attorney's Office.

Division Managers may determine when annual leave will be granted. Division Managers may also designate certain periods during which, for Leon County business, operational and staffing reasons, annual leave may not be taken. Due to the increased requests during holiday seasons, employees should manage their annual leave balances throughout the year and not wait until the last quarter of the year to request annual leave. Annual leave could be denied at that time due to staffing and operational needs.

**SECTION VII  
ATTENDANCE AND LEAVE**

---

**11.01**

**7.16 Transfer Credits (Repealed)**

*(This section, 7.16 Transfer Credits, was repealed on July 9, 2024. The title is being maintained for historical and numbering purposes).* ~~Regular employees hired from the state government or a local government (eligible service under Florida Retirement System), may transfer up to thirty (30) days (240 hours) of accumulated sick leave to their sick leave account with the County, if the break in service, prior to County employment, does not exceed thirty (30) working days.~~

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #4**

# Leon County Board of County Commissioners

## Agenda Item #4

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Commissioner Appointments to the Code Enforcement Board

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator      |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator |
| <b>Lead Staff/ Project Team:</b>    | Lisa Davis, Agenda Coordinator             |

### **Statement of Issue:**

This item seeks Board approval to ratify Commissioner appointments of two citizens to the Code Enforcement Board.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Ratify Commissioner Minor's reappointment of Nicholas Mihalich to the Code Enforcement Board for a three-year term ending July 31, 2027.
- Option #2: Ratify Commissioner O'Keefe's reappointment of Paula Ryan to the Code Enforcement Board for a three-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:**

#### **Code Enforcement Board (CEB)**

Purpose: The CEB is an independent quasi-judicial board that conducts hearings and enters orders to enforce the Leon County Code (LCC) generally relating to environmental management (storm water, trees and landscaping), zoning and land use, control of junk accumulations, building code, lawn mowing, etc. The CEB determines whether a violation of the LCC has occurred. Governed primarily by Chapter 6, LCC, and Chapter 162, Florida Statutes, the CEB has the authority to impose administrative fines and other non-criminal penalties when it has determined a violation of a code provision has occurred, with the goal of obtaining Code compliance. The purpose of the CEB is to provide an equitable, expeditious, effective and inexpensive method for enforcement of local laws and to promote, protect and improve the health, safety and general welfare of the public.

Composition: The CEB is comprised of seven members, with each Commissioner appointing one member. Members serve three-year terms, expiring July 31, with no member serving more than three full consecutive terms.

Pursuant to Florida Statutes, the membership of the Code Enforcement Board shall, whenever possible, include a member from categories one through six as follows:

- 1) an architect
- 2) a business person
- 3) an engineer
- 4) a general contractor
- 5) a subcontractor
- 6) a realtor
- 7) a County resident

The current CEB membership includes one business person, two realtors and four County residents. The architect, engineer, general contractor, and subcontractor categories are not currently represented on the CEB.

### **Diversity of Membership:**

| Total Seats | Vacant Seats | Gender                 | Race                   |
|-------------|--------------|------------------------|------------------------|
| 7           | 0            | Male - 4<br>Female - 3 | White - 4<br>Black - 3 |

**Vacancies:** The terms of CEB members Nicholas Mihalich and Paula Ryan are due to expire on July 31, 2024. Both Mr. Mihalich and Ms. Ryan are eligible for and seeking reappointment. Their applications, resumes, and attendance records are included in Attachment #1 and #2 respectively. Eligible applicants are listed in Table #1.

*Table #1: Code Enforcement Board*

| <b>Vacancy / Category</b><br><i>Term Status</i>   | <b>Term Expiration</b> | <b>Eligible Applicant / Category</b><br><i>Application Attachment #</i> | <b>Gender - Race</b> | <b>Recommended Action</b>   |
|---|------------------------|---|----------------------|---|
| Nicholas Mihalich<br><i>/ Realtor</i><br><i>(has served 1 partial term)</i><br><i>Seeking reappointment</i> | 7/31/2024              | 1. Nicholas Mihalich<br><i>/ Realtor</i>                                | Male - White         | Ratify Commissioner Minor's reappointment for a three-year term ending July 31, 2027.   |
| Paula Ryan<br><i>/ County Resident</i><br><i>(has served 2 terms)</i><br><i>Seeking reappointment</i>       | 7/31/2024              | 2. Paula Ryan<br><i>/ County Resident</i>                               | Female - White       | Ratify Commissioner O'Keefe's reappointment for a three-year term ending July 31, 2027. |

**Options:**

1. Ratify Commissioner Minor's reappointment of Nicholas Mihalich to the Code Enforcement Board for a three-year term ending July 31, 2027.
2. Ratify Commissioner O'Keefe's reappointment of Paula Ryan to the Code Enforcement Board for a three-year term ending July 31, 2027.
3. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Mihalich application and attendance record
2. Ryan application, resume, and attendance record



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
CODE ENFORCEMENT 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.**

|   |  |  |     |
|---|--|--|-----|
| <b>Name:</b> Mr. Nicholas Thomas Mihalich |  | <b>Date:</b> 3/13/2024 3:45:17 PM                          |     |
| <b>Home Address:</b>                      | 307 E Bradford rd<br>Tallahassee, FL 32303 | <b>Do you live in Leon County?</b>                         | Yes |
| <b>Home Phone:</b>                        | (850) 545-2866                             | <b>Do you live within the City limits?</b>                 | Yes |
| <b>Primary Email:</b>                     | nick@tapstally.com                         | <b>Do you own property in Leon County?</b>                 | No  |
|   |  | <b>Do you own property in the Tallahassee City Limits?</b> | No  |
|   |  | <b>How many years have you lived in Leon County?</b>       | 42  |

**(EMPLOYMENT INFORMATION)**

|                          |                |                      |  |
|--------------------------|----------------|----------------------|--|
| <b>Employer:</b>         | My Self        | <b>Work Address:</b> | 242 Lafayette<br>Tallahassee, FL 32303 |
| <b>Occupation:</b>       | Realtor        | <b>Work Email:</b>   | nick@tapstally.com                     |
| <b>Work/Other Phone:</b> | (850) 545-2866 |                      |  |

**(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.

|                  |              |                  |    |             |    |
|------------------|--------------|------------------|----|-------------|----|
| <b>Race:</b>     | White        | <b>Gender:</b>   | M  | <b>Age:</b> | 42 |
| <b>District:</b> | District III | <b>Disabled?</b> | No |             |    |

**(RESUME AND REFERENCES)**

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

|                 |  |                 |            |
|-----------------|--|-----------------|------------|
| <b>Name:</b>    | Steven Lochiem                           | <b>Name:</b>    | Rick Minor |
| <b>Address:</b> | 1029 Thomasville Rd Tallahassee FL 32303 | <b>Address:</b> |            |
| <b>Phone:</b>   | (850) 591-5440                           | <b>Phone:</b>   |            |

**Resume Uploaded?** No

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

- . Eagle Scout Troop 118 Tallahassee
- . Current Member of the Leon county Code enforcement Board
- . AA Deree from TCC, MS from FSU
- . 18+ years as a Realtor in Tallahassee, President of the Tallahassee Board of Realtors 2020
- . Participate with numerous local charites through the Tallahassee Board Of Realtors.

**(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? *code enforcement*

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 be a resident of Leon County.**

**Members must meet the membership eligibility criteria listed below. Please indicate your area of expertise.**

- Business Person
- Engineer
- Architect
- General Contractor
- Subcontractor
- Realtor
- County Resident

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

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

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

Signature: *Mr. Nicholas Thomas Mihalich*

The application was electronically sent: 3/13/2024 3:45:17 PM

***LEON COUNTY CODE ENFORCEMENT BOARD ATTENDANCE REPORT***

**Committee Name:** Leon County Code Enforcement Board Attendance Report

**Committee Member Name:** Nicholas Mihalich

***2022-2023***

|                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <i>10/20/2022</i> | <i>11/17/2022</i> | <i>12/15/2022</i> | <i>01/19/2023</i> | <i>02/16/2023</i> | <i>03/16/2023</i> | <i>04/20/2023</i> | <i>05/18/2023</i> | <i>06/15/2023</i> | <i>07/20/2023</i> | <i>08/17/2023</i> | <i>09/21/2023</i> |
| <i>N/A</i>        | <i>N/A</i>        | <i>MC</i>         | <i>N/A</i>        | <i>N/A</i>        | <i>N/A</i>        | <i>N/A</i>        | <i>N/A</i>        | <i>MC</i>         | <i>X</i>          | <i>A/E</i>        | <i>X</i>          |

***2023-2024***

|                   |                   |                   |                   |                   |                   |                   |                   |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <i>10/19/2024</i> | <i>11/16/2024</i> | <i>12/17/2024</i> | <i>01/18/2024</i> | <i>02/15/2024</i> | <i>03/21/2024</i> | <i>04/18/2024</i> | <i>05/16/2024</i> |
| <i>X</i>          | <i>X</i>          | <i>MC</i>         | <i>A/E</i>        | <i>X</i>          | <i>X</i>          | <i>X</i>          | <i>X</i>          |

- X – Member in attendance.*
- A – Member absent*
- A/E – Member absent/excused*
- MC – Meeting cancelled*
- TE- Term Expired*
- CT- Completing Term*
- N/A – Not Applicable*

**Additional Information or Remarks:**

Completed the term of Will Shepherd.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
CODE ENFORCEMENT 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.**

|                             |   |  |     |
|-----------------------------|---|--|-----|
| <b>Name:</b> Ms. Paula Ryan |   | <b>Date:</b> 3/22/2024 6:23:17 PM                          |     |
| <b>Home Address:</b>        | 564 Rhoden Cove Road<br>Tallahassee, FL 32312 | <b>Do you live in Leon County?</b>                         | Yes |
| <b>Home Phone:</b>          | (850) 894-3400                                | <b>Do you live within the City limits?</b>                 | No  |
| <b>Primary Email:</b>       | pgaryan1@gmail.com                            | <b>Do you own property in Leon County?</b>                 | Yes |
|                             |   | <b>Do you own property in the Tallahassee City Limits?</b> | No  |
|                             |   | <b>How many years have you lived in Leon County?</b>       | 8   |

**(EMPLOYMENT INFORMATION)**

|                          |          |                    |    |
|--------------------------|----------|--------------------|----|
| <b>Employer:</b>         | Retired  | <b>Work</b>        | NA |
| <b>Occupation:</b>       | Attorney | <b>Address:</b>    |    |
| <b>Work/Other Phone:</b> |          | <b>Work Email:</b> |    |

**(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.

|                  |  |                  |  |             |  |
|------------------|--|------------------|--|-------------|--|
| <b>Race:</b>     |  | <b>Gender:</b>   |  | <b>Age:</b> |  |
| <b>District:</b> |  | <b>Disabled?</b> |  |             |  |

**(RESUME AND REFERENCES)**

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

|                 |                                      |                 |                                    |
|-----------------|--------------------------------------|-----------------|------------------------------------|
| <b>Name:</b>    | Janice Little                        | <b>Name:</b>    | Cecile Baker                       |
| <b>Address:</b> | 1008 Landings Loop Rd<br>Tallahassee | <b>Address:</b> | 588 Rhoden Cove Rd.<br>Tallahassee |
| <b>Phone:</b>   | (813) 732-1492                       | <b>Phone:</b>   | (850) 544-8241                     |

**Resume Uploaded?** No

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

**(COMMITTEE QUESTIONNAIRE)**

## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

If yes, on what Committee(s) are you a member? **Code Enforcement Board**

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 be a resident of Leon County.**

**Members must meet the membership eligibility criteria listed below. Please indicate your area of expertise.**

- Business Person
- Engineer
- Architect
- General Contractor
- Subcontractor
- Realtor
- County Resident



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

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

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

Signature: *Ms. Paula Ryan*

The application was electronically sent: 3/22/2024 6:23:17 PM

**PAULA G. A. RYAN**  
564 Rhoden Cove Road  
Tallahassee, FL 32312  
Tel: 850-894-2910  
Email: pgaryan1@gmail.com

### **LAW FIRM EXPERIENCE**

December 2009 to May 2011  
Law Offices of Heather Pedersen, Williamsburg, VA, Of Counsel

Areas of specialization: General practice of law, including commercial litigation, business law and trusts and estates.

July 1998 to June 2008  
Rosen Preminger & Bloom LLP, New York, NY, Partner.

Areas of specialization: Commercial litigation, trust and estate-related litigation, appeals, real estate, corporate, trusts and estates.

August 1987 to July 1998.  
Parker Duryee Rosoff & Haft, A Professional Corporation (and its predecessor firm, Parker & Duryee), New York, NY, Senior Associate.

Areas of specialization: Commercial litigation, trust and estate-related litigation, appeals, arbitration.

August 1976 to July 1987.  
Ryan & Ryan, White Plains, NY, Partner.

General practice of law, including trusts and estates, estate planning and federal and state estate taxation; real estate; matrimonial and family law; corporations; zoning; landlord-tenant law; negotiations, counseling and conflict resolution; management of firm.

### **OTHER EXPERIENCE**

Instructor in English, Ocean University of China, Qingdao, China. 2011-2012.

Instructor in English, Maersk Shipping, Qingdao, China. 2012.

Deputy Counsel, New York State Temporary Commission on Rental Housing. 1978-1979.

Associate Editor, IJA-ABA Juvenile Justice Standards Project. 1975-1976.

Professional Staff, Center for Family Planning Program Development,  
Planned Parenthood - World Population. 1971-1972.

Assistant to Executive Director, Mayor's Urban Action Task Force, New  
York, NY. 1969.

Attorney, Office of General Counsel, Department of Development, New York  
City Housing and Development Administration. 1968-1969.

Korea Operations/Training Officer, Peace Corps, Washington, D.C.  
1966-1968.

Research Assistant for Professor Julius Stone, University of Sydney Law  
School, Sydney, Australia. 1965.

Instructor in English on the Government Educational Television Station,  
Taipei, Taiwan. 1964-1965,

Attorney, Office of General Counsel, Department of Health, Education and  
Welfare, Education Branch, Washington, D.C. 1962-1964.

### **VOLUNTEER EXPERIENCE**

International Rescue Committee, English tutor 2023 to date

Leon County Code Enforcement Board Member, 2020 to date

Second Judicial Circuit Guardian ad Litem Program, Tallahassee. FL.  
2017—2020.

Mediator, Clackamas County Office of Dispute Resolution, Oregon 2014-2015.

City of West Linn Sustainability Advisory Board, Oregon. 2014-2015.

### **EDUCATION**

Legal: Harvard Law School, J.D.  
"The Law of Succession in China: An Historical Survey" placed  
in Harvard Law School Library as an Honor Paper.

Graduate: Harvard University GSAS, Regional Studies: East Asia.

College: Barnard College, A.B.

Other: Manhattanville College: Chinese.

Taipei Language Institute, Taipei: Chinese.

Mandarin Training Center, Taiwan Provincial Normal University, Taipei: Chinese.

### **BAR ASSOCIATIONS**

Admitted to Virginia Bar, 2009  
Admitted to New York Bar 1971.  
Admitted to District of Columbia Bar 1963.

New York State Bar Association.  
The Association of the Bar of the City of New York.  
Westchester Women's Bar Association.  
Women's Bar Association of the State of New York  
Director, Westchester Women's Bar Association, 1981-1987.  
Director, Women's Bar Association of the State of New York, 1983-1987.  
Chairperson, New York State Bar Association Committee on Juvenile Justice, 1975-1977.

Association of the Bar of the City of New York Committees:  
    Council of International Affairs (at large member)  
    Committee on International Human Rights  
    Committee on Central and Eastern European Affairs  
    Committee on International Security Affairs  
    Asian Affairs Committee

### **PUBLICATIONS**

"Chinese Succession Law", Portia Law Journal, Spring 1967.

"Family Planning, Contraception and Voluntary Sterilization: An Analysis of Laws and Policies in the United States...", (U.S. Government Printing Office, 1974). Co-author, legal section.

**LEON COUNTY CODE ENFORCEMENT BOARD ATTENDANCE REPORT**

**Committee Name:** Leon County Code Enforcement Board Attendance Report

**Committee Member Name:** Paula Ryan

**2017-2018**

|            |
|------------|
| 09/20/2018 |
| X          |

**2018-2019**

|            |            |            |            |            |            |            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 10/18/2018 | 11/15/2018 | 12/20/2018 | 01/17/2019 | 02/21/2019 | 03/21/2019 | 04/18/2019 | 05/16/2019 | 06/20/2019 | 07/18/2019 | 08/15/2019 | 09/19/2019 |
| X          | X          | MC         | X          | X          | X          | X          | X          | MC         | X          | X          | X          |

**2019-2020**

|            |            |            |            |            |            |            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 10/17/2019 | 11/21/2019 | 12/19/2019 | 01/16/2020 | 02/20/2020 | 03/19/2020 | 04/16/2020 | 05/21/2020 | 06/18/2020 | 07/16/2020 | 08/20/2020 | 09/17/2020 |
| X          | X          | MC         | X          | A/E        | MC         | MC         | MC         | MC         | MC         | X          | X          |

**2020-2021**

|            |            |            |            |            |            |            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 10/15/2020 | 11/19/2020 | 12/17/2020 | 01/21/2021 | 02/18/2021 | 03/18/2021 | 04/15/2021 | 05/20/2021 | 06/17/2021 | 07/15/2021 | 08/19/2021 | 09/16/2021 |
| X          | X          | MC         | A/E        | X          | X          | X          | MC         | X          | X          | X          | X          |

**2021-2022**

|            |            |            |            |            |            |            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 10/21/2021 | 11/18/2021 | 12/16/2021 | 01/20/2022 | 02/17/2022 | 03/17/2022 | 04/21/2022 | 05/19/2022 | 06/16/2022 | 07/21/2022 | 08/18/2022 | 09/15/2022 |
| X          | X          | MC         | X          | X          | X          | X          | MC         | X          | X          | X          | A/E        |

**2022-2023**

|            |            |            |            |            |            |            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 10/20/2022 | 11/17/2022 | 12/15/2022 | 01/19/2023 | 02/16/2023 | 03/16/2023 | 04/20/2023 | 05/18/2023 | 06/15/2023 | 07/20/2023 | 08/17/2023 | 09/21/2023 |
| X          | X          | MC         | X          | X          | X          | X          | A/E        | X          | X          | X          | X          |

| 10/15/2024 | 11/19/2024 | 12/17/2024 | 01/21/2024 | 02/18/2024 | 03/21/2024 | 04/18/2024 | 05/16/2024 |
|------------|------------|------------|------------|------------|------------|------------|------------|
| A/E        | 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:**

Meetings were canceled March 2020 through July 2020 due to Covid-19

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #5**

# Leon County Board of County Commissioners

## Agenda Item #5

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Ratification of Board Actions Taken at the June 18, 2024 Fiscal Year 2025 Budget Workshop

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator  |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Roshaunda Bradley, Director, Office of Management and Budget     |
| <b>Lead Staff/ Project Team:</b>    | Brandy Furbee, Manager, Office of Management and Budget<br>Michelle Tipton, Senior Management & Budget Analyst |

**Statement of Issue:**

This item seeks ratification of Board actions taken at the June 18, 2024 FY 2025 Budget Workshop regarding the development of the FY 2025 Tentative Budget.

**Fiscal Impact:**

This item has a fiscal impact. It establishes Board direction for preparation of the FY 2025 Tentative Budget.

**Staff Recommendation:**

Provided on the following page.



**Staff Recommendation:**

- Option #1: Ratify the direction provided by the Board during the June 18, 2024 FY 2025 Budget Workshop, including:
- a. Approve the recommended changes to Leon County Personnel Policies and Procedures, Section I, Introduction and Section V, Subsection 5.11 – Overtime (Attachment #1).
  - b. Approve the advance funding of capital projects in FY 2024 as reflected in the Resolution and Budget Amendment (Attachment #2).
  - c. Accept the status update on the Essential Libraries Initiative.
  - d. Approve \$537,500 for line-item funding allocation to the emergency homeless shelters for FY 2025 and FY 2026 in Community Human Services Partnership Emergency Shelter Subcategory funding in the following amounts:
    1. Kearney Center: \$356,567
    2. HOPE Community: \$98,473
    3. Capital City Youth Services: \$40,603
    4. Brehon House: \$28,269
    5. Refuge House: \$13,588
  - e. Authorize the County Administrator to negotiate and execute agreements with the emergency homeless shelters for FY 2025 and FY 2026 Leon County line-item funding, and any amendments thereto, subject to legal review by the County Attorney.
  - f. Approve the updated Transfer Station Tipping Fee resolution (Attachment #3), subject to legal review by the County Attorney.
  - g. Approve the District Medical Examiner Fees Schedule (Attachment #4).
  - h. Accept the FY 2024 annual status report and recommendations on the Sidewalk Program implementation.
  - i. Accept the status report on the FY 2022 – FY 2026 Strategic Plan.
  - j. Include a 5% pay raise for all Leon County Government and Constitutional Officer employees in the FY 2025 Preliminary Budget.
  - k. Approve the recommended changes to Leon County Personnel Policies and Procedures, Section VII, Subsection 7.08 – “Annual Leave Accrual” to increase the number of annual leave hours that may be carried into the new year from 300 to 480 hours (Attachment #5).
  - l. Establish the maximum countywide millage rate for FY 2025 at 8.3144.
  - m. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2025 at 0.75 mills.
  - n. Approve the appropriation of \$531,161 in general revenue fund balance to balance the FY 2025 Preliminary Budget.

## Report and Discussion

### **Background:**

As specified on the Board adopted Budget Calendar, a FY 2025 Budget Workshop was conducted on June 18, 2024. The purpose of the workshop was for the Board to provide additional guidance on the development of the FY 2025 Tentative Budget.

### **Analysis:**

In accordance with the direction provided during the June 18, 2024 Budget Workshop, a summary of proposed action is summarized below:

### **Workshop Item #1: Fiscal Year 2025 Preliminary Budget Overview**

The Board provided direction regarding the following options, as amended:

1. Accept the report on the Preliminary Budget Workshop.
  - a. Approve the recommended changes to Leon County Personnel Policies and Procedures, Section I, Introduction and Section V, Subsection 5.11 – Overtime (Attachment #1).
  - b. Approve the advance funding of capital projects in FY 2024 as reflected in the Resolution and Budget Amendment (Attachment #2).
  - c. Accept the status update on the Essential Libraries Initiative.
  - d. Approve \$537,500 for line-item funding allocation to the emergency homeless shelters for FY 2025 and FY 2026 in Community Human Services Partnership Emergency Shelter Subcategory funding in the following amounts:
    1. Kearney Center: \$356,567
    2. HOPE Community: \$98,473
    3. Capital City Youth Services: \$40,603
    4. Brehon House: \$28,269
    5. Refuge House: \$13,588
  - e. Authorize the County Administrator to negotiate and execute agreements with the emergency homeless shelters for FY 2025 and FY 2026 Leon County line-item funding, and any amendments thereto, subject to legal review by the County Attorney.
  - f. Approve the updated Transfer Station Tipping Fee resolution, subject to legal review by the County Attorney (Attachment #3).
  - g. Approve the District Medical Examiner Fees Schedule (Attachment #4).
  - h. Accept the FY 2024 annual status report and recommendations on the Sidewalk Program implementation.
  - i. Accept the status report on the FY 2022 – FY 2026 Strategic Plan.

- j. Include a 5% pay raise for all Leon County Government and Constitutional Officer employees in the FY 2025 Preliminary Budget.
- k. Approve the recommended changes to Leon County Personnel Policies and Procedures, Section VII, Subsection 7.08 – “Annual Leave Accrual” to increase the number of annual leave hours that may be carried into the new year from 300 to 480 hours (Attachment #5).

**Workshop Item #2: Establish the Maximum Millage Rate for the FY 2025 Tentative Budget**

The Board provided direction regarding the following options:

- l. Establish the maximum countywide millage rate for FY 2025 at 8.3144.
- m. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2025 at 0.75 mills.

**Final Budget Changes**

As directed by the Board at the budget workshop, the tentative budget includes funding to support 5% raises for all County and Constitutional Officer employees. The 5% raises for general revenue supported positions would be supported by the estimated \$1.3 million in additional property tax revenue as provided by the Property Appraiser on June 1st, and positions paid from special revenue funds would be paid from their respective available fund balances (e.g., Building Inspection, Tourism).

At the workshop, the preliminary estimates had values increasing 10.3%. Subsequently, the Property Appraiser provided final values on July 1st for countywide property and the EMS MSTU. Based on final values increasing 10.01%, down from the 10.3% projection on June 1st, countywide property tax collections are estimated to be \$531,161 less than the preliminary estimates provided in the June 18th workshop materials. The EMS MSTU collections are estimated to be \$47,913 less than the preliminary estimates based on the June 1st property values.

This item recommends allocating \$531,161 in available general revenue fund balance to address the decline in anticipated property tax collections. This is a slight decline from the \$571,290 in fund balance used to support the FY 2024 budget. The EMS budgeted reserves for future staffing and equipment will be reduced by a corresponding \$47,913 to address the estimated reduction in EMS MSTU revenues.

Based on these changes, the FY 2025 Preliminary Budget is \$377,886,993, or an 8.14% change from the FY 2024 Adopted Budget. Table #1 reflects these recommended budgetary changes.

**Table #1: Post June 18, 2024 Budget Workshop Revenue and Expenditure Changes**

| <b>Budget Category</b>                                  | <b>Amount (+/-)</b> |
|---|---------------------|
| <b>Revenues</b>   |                     |
| Property Taxes  | (\$531,161)         |
| EMS MSTU  | (\$47,913)          |
| General Revenue - Fund Balance (Property Tax Reduction) | \$531,161           |
| Special Revenue – Fund Balances for 5% Raises           | \$303,347           |
| <b>Total Change in Revenues</b>                         | <b>\$255,434</b>    |
| <b>Expenses</b>   |                     |
| Special Revenue Additional Costs for 5% Raises          | \$303,347           |
| EMS Reserve for Future Projects                         | (\$47,913)          |
| <b>Total Change in Expenses</b>                         | <b>\$255,434</b>    |

**Options:**

Provided on the following page.

**Options:**

1. Ratify the direction provided by the Board during the June 18, 2024 FY 2025 Budget Workshop, including:
  - a. Approve the recommended changes to Leon County Personnel Policies and Procedures, Section I, Introduction and Section V, Subsection 5.11 – Overtime (Attachment #1).
  - b. Approve the advance funding of capital projects in FY 2024 as reflected in the Resolution and Budget Amendment (Attachment #2).
  - c. Accept the status update on the Essential Libraries Initiative.
  - d. Approve \$537,500 for line-item funding allocation to the emergency homeless shelters for FY 2025 and FY 2026 in Community Human Services Partnership Emergency Shelter Subcategory funding in the following amounts:
    1. Kearney Center: \$356,567
    2. HOPE Community: \$98,473
    3. Capital City Youth Services: \$40,603
    4. Brehon House: \$28,269
    5. Refuge House: \$13,588
  - e. Authorize the County Administrator to negotiate and execute agreements with the emergency homeless shelters for FY 2025 and FY 2026 Leon County line-item funding, and any amendments thereto, subject to legal review by the County Attorney.
  - f. Approve the updated Transfer Station Tipping Fee resolution (Attachment #3), subject to legal review by the County Attorney.
  - g. Approve the District Medical Examiner Fees Schedule (Attachment #4).
  - h. Accept the FY 2024 annual status report and recommendations on the Sidewalk Program implementation.
  - i. Accept the status report on the FY 2022 – FY 2026 Strategic Plan.
  - j. Include a 5% pay raise for all Leon County Government and Constitutional Officer employees in the FY 2025 Preliminary Budget.
  - k. Approve the recommended changes to Leon County Personnel Policies and Procedures, Section VII, Subsection 7.08 – “Annual Leave Accrual” to increase the number of annual leave hours that may be carried into the new year from 300 to 480 hours (Attachment #5).
  - l. Establish the maximum countywide millage rate for FY 2025 at 8.3144.
  - m. Establish the maximum Emergency Medical Services (EMS) Municipal Services Taxing Unit (MSTU) for FY 2025 at 0.75 mills.
  - n. Approve the appropriation of \$531,161 in general revenue fund balance to balance the FY 2025 Preliminary Budget.
2. Board direction.

**Recommendation:**

Option #1

Attachments:

1. Personnel Policies and Procedures Sections 1.03 “Definitions”, 5.11 “Overtime”
2. Resolution and Budget Amendment
3. Tipping Fee Rate Resolution
4. FY 2025 Medical Examiner Fee Schedule, Including the Leon County Morgue Use Fee
5. Personnel Policies and Procedures Section 7.08 “Annual Leave Accrual”

## SECTION I INTRODUCTION

---

11.01

### 1.01 Intent

The Human Resources objectives of Leon County are:

- A. To recruit, select, and advance employees on the basis of their ability, knowledge, skill and demonstrated performance.
- B. To provide a pay plan and employee benefits which are fair and competitive.
- C. To train and develop employees to assure successful performance and to provide for personal growth.
- D. To retain and advance employees on the basis of their ability to successfully perform their jobs.
- E. To assure fair treatment of applicants and employees in all aspects of Human Resources administration without regard to race, color, national origin, sex, age, disability, religion, political affiliation, ancestry, marital status, familial status, gender, gender identity or expression, or sexual orientation; and with regard for their privacy and constitutional rights.
- F. To promote a grievance procedure, which will provide prompt and appropriate settlement of employee grievances.

### 1.02 Scope

**THESE POLICIES ARE NOT INTENDED TO CREATE AN EMPLOYMENT CONTRACT WITH THE PERSONS TO WHOM THEY MAY BE APPLICABLE.**

These policies shall apply to employees under the jurisdiction of the Board of County Commissioners except for the following categories:

- A. Members of the Board.
- B. Board appointees.
- C. Persons employed on a contractual basis.

## **SECTION I INTRODUCTION**

---

**11.01**

### **1.03 Definitions**

For purposes of administering these policies, the following definitions shall apply:

#### **The Board**

The Leon County Board of County Commissioners.

#### **Affirmative Action**

Any activity initiated by the County which contributes toward the greater utilization of minorities, females, the elderly, and the disabled.

#### **Career Service Position**

A position in which the employee has the right of grievance and appeal. The employee must have completed the probationary period. The position may be full-time or part-time. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site. ~~These positions are Non-Exempt under the FLSA.~~

#### **Classification Plan**

A systematic arrangement and inventory of positions. The plan shall group similar positions into classes which shall be ordered, according to their degree of difficulty and responsibility, into different skill levels for purposes of establishing pay relationships. The Classification Plan shall be based on a job evaluation process with periodic market reviews and shall be maintained on a current basis by Human Resources.

#### **Demotion**

An action which occurs when the employee has violated policy or performance standards. An employee is moved from a position in one classification to a position in a lower classification assigned to a lower pay grade.

#### **E-Mail**

Electronic Mail; i.e. electronic messages or computer files that are transmitted between two or more telecommunications devices, computers, computer networks, or electronic devices capable of receiving electronic messages, regardless of whether the message is concerted to hard copy format after receipt, viewed upon transmission, or stored for later retrieval.

#### **Emergency Medical Services (EMS) Position**

Those employees who work in the division of the Leon County Board of County Commissioners that provide and/or support first response, basic and advanced life support medical services, support and transport. Employees in these positions have the right of grievance and appeal. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

#### **Employee**

Any person occupying a position with Leon County Board of County Commissioners.



## SECTION I INTRODUCTION

---

11.01

### **Equal Employment Opportunity**

The provision of an environment which manifests the right of all persons to work and to advance on the basis of merit, ability and potential.

### **Executive Service Position**

Members of management team whose primary duty is to manage the County or to manage a County Department. This is not a designation of FLSA status. Employees who do not meet this definition of Executive Service, for example, may be considered exempt executives for FLSA purposes. Executive Service positions serve "at will". Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

### **Executive Support Service Position**

Employees who serve "at will" in functions supporting the offices of the County Administrator or the County Attorney. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site.

### **Exempt Employees**

Those employees in administrative, executive, professional and computer positions as defined under the Fair Labor Standards Act, who are compensated not less than the salary or fee basis set by the FLSA, and therefore who are not subject to the overtime compensation provisions of the Act. Human Resources maintains information about each employee's status as non-exempt status under the FLSA.

### **FLSA**

The Fair Labor Standards Act. Federal legislation which sets minimum wage, overtime pay, equal pay, record keeping, and child labor standards for covered employment.

### **Gender**

An individual's actual or perceived sex.

### **Gender Identity or Expression**

Gender-related identity, appearance, expression, or behavior of an individual, regardless of an individual's assigned sex at birth.

### **Grant Appointment**

Positions created and funded by a grant. These positions may be either O.P.S. or regular status, depending upon the nature of the work, the duration of the grant, the likelihood for continuation, recruitment consideration, and budget provisions in the grant. The classification, rate of pay, and type of appointment of grant positions shall be approved by the Human Resources Director.

### **Hiring Authority**

County Administrator or designee, department director, division director, or supervisory employees (designated by department division) with authority to appoint

## SECTION I INTRODUCTION

---

11.01

or remove an employee from the County.

### **Immediate Family**

Shall mean spouse, Registered Domestic Partner, Same-Sex Spouse, the grandparents, parents, brothers, sisters, children, and grandchildren of both the employee and the spouse/Registered Domestic Partner/Same-Sex Spouse. Also includes step and half relationships.

### **Intern\Work Study Position**

Positions provided for students participating in an accredited educational or vocational program to perform services on a temporary basis.

### **Marital Status**

Marital status shall mean an individual's status of being married, separated, or unmarried including being single, divorced, or widowed.

### **Non-exempt Employees**

Those employees in positions subject to the minimum wage and overtime compensation provisions of the FLSA. [Human Resources maintains information about each employee's status as non-exempt or exempt under the FLSA.](#)

### **Overtime**

The hours worked in excess of 40 hours during the established workweek. These hours must be at the direction of the department head or other designated supervisory staff and approved prior to taking place. [Additional details about how overtime is calculated can be found in Section V, Pay Plan. and must not include leave with pay.](#)

### **Pay Range**

The range of permissible pay from the "minimum" rate to the "maximum" rate. Such range is established to administer pay for positions in each pay grade. .

### **PRN**

A position in EMS, that works on an "as needed" basis, without a set schedule, for an indefinite period of time, and is not benefits eligible.

### **Position Class**

All positions which are sufficiently similar as to kind or subject matter of work, level of difficulty or responsibility, and qualification requirements, to warrant the same treatment as to title, pay range, and other Human Resources transactions.

### **Promotion**

An action which moves an employee from a position in one classification to another position in a different classification and to a higher pay grade.

### **Protected Status**

Leon County Policy No. 18-1, Nondiscrimination Policy prohibits discrimination in employment, including hiring, promotion, discharge, pay, fringe benefits, job training,

## **SECTION I INTRODUCTION**

---

**11.01**

classification, referral, and other aspects of employment, based on an individual's protected status, including race, color, religion, sex, sexual orientation, national origin, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, or genetic information.

### **Public Area**

Those areas to which the general public has unrestricted access.

### **Reclassification**

An action taken to change an established position in one class in a series to a higher or lower class in the same series; or to a class in a different series, which is the result of a natural change in the duties and responsibilities of the person. This will also be based on periodic reviews of the market.

### **Reduction in Force**

Termination of employment due to abolishment of positions necessitated by a shortage of funds, or work, or a material change in the duties or organization of the County. A reduction in force shall be effected only upon prior approval of the County Administrator and of the Board. The provisions of this section do not apply to employees serving in positions defined as Executive Service.

### **Red Circled**

Marked to acknowledge that the incumbent's salary has reached the ceiling of a salary range.

### **Registered Domestic Partner**

Shall mean one of two Domestic Partners who are parties to a Registered Domestic Partnership in accordance with the provisions of Chapter 9, Article V of the Code of Laws of Leon County (entitled the "Domestic Partnership Registry.")

### **Registered Domestic Partnership**

Shall mean a Domestic Partnership which, in accordance with the provisions of Chapter 9, Article V of the Code of Laws of Leon County (entitled the "Domestic Partnership Registry"), has been effectively registered with the Clerk of Courts of Leon County and has not been terminated.

### **Reinstatement**

Job changes in which an employee is moved to a position in the same class, or a different class within or below the same skill level, from which he or she was previously demoted, transferred or reclassified.

### **Same-Sex Spouse**

Shall mean individuals of the same sex who are lawfully married to one another. The term "Same-Sex Spouse", however, does not include individuals in a formal relationship recognized by a state that is not denominated a marriage under state law, such as a domestic partnership or a civil union, regardless of whether the individuals who are in these relationships have the same rights and responsibilities as those

## **SECTION I INTRODUCTION**

---

## **11.01**

individuals who are married under state law. For purposes of the definition of Same-Sex Spouse in this policy, the term “state” means any state of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake Island, the Northern Mariana Islands, any other territory or possession of the United States, and any foreign jurisdiction having the legal authority to sanction marriages.

### **Separation**

The severing of employment with Leon County.

### **Separation Pay**

Earned leave pay, severance pay and any other pay entitlements due at the time of departure from Leon County.

### **Sexual Orientation**

An individual’s actual heterosexuality, homosexuality or bisexuality, or the perception that an individual is heterosexual, bisexual, or homosexual, or an individual’s actual or perceived association with individuals who maintain such orientation.

### **Skill Level**

Level of difficulty and responsibility of a position as determined by job analysis and evaluation. Classes of comparable difficulty and responsibility are assigned to the same skill level and have the same pay range.

### **Senior Management Service Position**

Members of management team whose primary duties are to manage a division or planning and administering a County program activity or working in a professional capacity or major capital improvement project. They have authority to use discretion and judgment in administering program(s). They may act on behalf of the Department or Division Director; may have the responsibility to hire and fire; and/or may execute special assignments of a sensitive nature. Senior Management positions serve “at will”. Human Resources will maintain a list of current titles as part of the pay plan. A listing of titles can be found on the Leon County Intranet site. ~~These positions are Exempt under the FLSA.~~

### **Temporary (O.P.S.) Position**

Positions of specific duration not to exceed two years. The positions may be full-time or part-time.

### **Transfer**

The assignment of an employee from one position to another within the same classification or the assignment of an employee to a lower classification when requested by the employee.

### **Work Area**

Areas where work of employees is performed.

**SECTION I  
INTRODUCTION**

---

**11.01**

**Working Hours**

An employee's normally scheduled hours of work (excluding lunch breaks and rest breaks).

DRAFT

**SECTION V**  
**PAY PLAN****5.11 Overtime**

The established workweek is forty (40) hours within a seven (7) day period, Saturday through Friday. Overtime is calculated at 1-1/2 times an hour on hours worked over the established workweek. All overtime work must have prior authorization by Department/Division Director or designee. Not securing this authorization may result in disciplinary action.

Workers' Compensation Leave, Annual Leave, Sick Leave and Administrative Leave are "paid leave," not "hours worked." They will not be counted toward overtime.

Leave time earned and used is recorded daily on the Official time sheet for ~~non-Exempt employees within Banner Self Service, Career Service, Executive Support, and EMS employees.~~ For ~~Exempt employees only leave Senior Management Service employees,~~ time used is recorded ~~in Banner Self Service or Leave/Compensation Request Form, on the Official Leave/Compensation Request Form.~~

Compensation for overtime shall be administered by the following guidelines:

~~Executive Service and Senior Management Service employees are not eligible for overtime compensation.~~

Employees in FLSA exempt positions, ~~according to F.L.S.A.~~, shall not be eligible for overtime compensation. If an exempt employee is required to report to work in an "on-call" capacity outside of normal working hours, the employee can receive compensatory leave at the rate of one hour for each hour worked.

~~Career Service and Executive Support Service~~ Employees in FLSA non-exempt positions, ~~according to F.L.S.A., other than EMS employees~~ who are authorized to work overtime, shall be granted either time off (compensatory leave) at the rate of one and one-half (1-1/2) hours for each overtime hour worked or cash payment for overtime worked at the rate of one and one-half (1-1/2) times that employee's regular hourly rate of pay. EMS employees in FLSA non-exempt positions, ~~according to the FLSA~~, who are authorized to work overtime, shall be paid for overtime worked at the rate of one and one-half (1-1/2) times that employee's regular hourly rate of pay. EMS employees are not eligible for compensatory leave unless authorized by the EMS Chief.

The maximum accumulation of Compensatory Leave is 80 hours. Additional accumulation can only be extended with the approval of the County Administrator.

Employees who transfer to another department or office within the County will be paid out their Compensatory Leave balance at that time.

Additionally, employees must use Compensatory leave first (unless Sick Leave is applicable) when taking leave for absences.

Compensatory leave or cash compensation for overtime may only be granted when actual hours of work exceed forty (40) hours during the workweek. Holidays, however, shall be considered

**SECTION V  
PAY PLAN**

as hours worked for purposes of this section, but only if the Holiday falls on one of the employee's regularly scheduled workdays.

If overtime is authorized using compensatory leave only, employees must be notified before the overtime is worked. Once compensatory leave is earned, Every effort should be made to schedule such leave at the earliest possible date. Requests for compensatory leave shall be made on an Official Leave/Compensation Request Form or on the Official time sheet.

**5.11.1 Assignment of Overtime**

Overtime assignments are made on a fair and equitable basis. Any scheduled work time is required duty. Failure to perform overtime, except in cases of personal emergency, or other appropriate reasons, is deemed to be insubordination. Exceptions shall be granted in cases of such emergency or other appropriately approved reason.

**5.11.2 Procedure: Overtime**

Leave time earned and used is recorded daily on the official time sheet.

**5.12 On-Call, Stand-By, and Call-Out Pay**

Employees in positions that provide "emergency" service on a recurring basis may volunteer or be designated "on-call" during other than normal working hours. Employees in such "on-call" status are expected to be constantly available in order to respond immediately to the need for their services. Such employees shall receive "ON-CALL" pay consisting of a weekly premium in an amount designated by the Board, and shall be paid for the time worked.

When an emergency requires employees not scheduled for "ON-CALL" duty to be in preparedness status to come to work upon call, they are considered to be on "STAND-BY," and are compensated according to the established "ON-CALL" premium amount. Should these employees' status move from ON-CALL or STAND-BY into "CALL-OUT," or should any employee with no prior notice be called out, they are compensated from the time of the call and provided a minimum of two hours worked. Compensation differs between normal weekday (Monday thru Friday), weekend (Saturday & Sunday), and Holiday.

On-Call pay is \$15.00 per day, \$20.00 per weekend day and \$30.00 per Holiday. (Weekend days are defined as Saturday and Sunday.) Should the employee be called out, a minimum of two (2) hours pay will be granted.

**5.13 Shift Incentive Stipends for Emergency Medical Technicians and Paramedics**

The County Administrator is authorized to allow the following shift incentive stipend payments for Emergency Medical Technicians (EMTs) and Paramedics during critical staffing periods, subject to funding availability within the EMS Division personnel budget. These stipends may be provided to personnel within all EMT, Paramedic, 213 and 215 pay grades.

**SECTION V**  
**PAY PLAN**

---

A. Extra Shift Incentive Stipend:

- i. Full-time employees working ambulance or dispatch shifts, in addition to their regularly scheduled shifts, and with no absences from work during the pay period (including the use of leave time on a scheduled day), may be eligible for a stipend of up to \$240 per shift for all extra shifts of 12 hours or more worked during any single pay period.
- ii. Part-time employees working additional ambulance or dispatch shifts beyond three 12-hour shifts in a week (36 hours), and with no absences from work during the pay period (including the use of leave time on a scheduled day), may be eligible for a stipend of up to \$180 per shift for all extra shifts of 12 hours or more worked during any single pay period.
- iii. PRN employees working additional ambulance or dispatch shifts beyond two 12-hour shifts in a week (24 hours), and with no absences from work during the pay period (unable to work a scheduled shift), may be eligible for a stipend of \$120 per shift for all extra shifts of 12 hours or more worked during any single pay period.

B. Special Day Stipend:

Certain days, such as holidays and days with major special event coverage demands (e.g., Florida State and Florida A&M University home football games, etc.), are designated as “Special Days” under the Leon County EMS Standard Operating Guidelines.

Pursuant to Section 7.05 of the Leon County Personnel Policies and Procedures Manual, EMTs and Paramedics that work Special Days on a County-designated holiday qualify for holiday pay. For Special Days unrelated to County holidays, the County Administrator may allow the following stipend payments to EMTs and Paramedics:

- i. All employees (full-time, part-time, and PRN) working a full, 12-hour ambulance, dispatch, or field operations shift, on an identified Special Day, may be eligible for a stipend of up to \$160 per shift.
- ii. All employees (full-time, part-time, PRN) working less than a 12-hour ambulance, dispatch, or field operations shift, on an identified Special Day, may be eligible for a stipend of up to \$80 per shift.

**5.14 Emergency Guidelines for Compensation, Work Hours, and Work Assignments**

The purpose of this policy is to provide guidelines for compensating employees and designating work hours and work assignments for employees under the County Administrator during a Declared Local State of Emergency (DLSOE). This policy applies to all employees—regular full-time and part-time, OPS and PRN. Participation is considered a condition of employment. All County employees are essential and important to the organization for the emergency service delivery system.



## **SECTION V PAY PLAN**

---

Employees may be reassigned to other work areas, locations, and work hours altered in order to ensure continuation and restoration of community services, maintain safety, and fulfill the County's responsibilities to its citizens.

The County shall make a reasonable effort to release employees from work prior to, during, and after any DLSOE to take care of personal and family related safety matters. It is the responsibility of employees to prepare and make arrangements for family and personal needs in advance of the emergency.

Whether the County remains operational or shuts down operations due to a DLSOE, all employees will be required to report to work, if needed. During a period of emergency, day-to-day operations may be altered and temporary duties outside the normal scope of employment may be required. All employees are required to work before, during and after a DLSOE. Employees may be required to perform their normal essential functions, or they may be required to perform work specific to an emergency (Emergency Operations Center, evacuation shelters, comfort stations or any other facility).

### **DEFINITIONS:**

DLSOE: A Declared Local State of Emergency made pursuant to the authority granted the Board of County Commissioners under Chapter 252, F.S. in accordance with the Emergency Management Ordinance (~~21-1393-16~~).

Emergency Critical: An employee designated by the County, who is required to report to their regular work assignment to assist with the department's essential functions as designated in the department's Continuity of Operation Plan or emergency operating procedures.

Emergency Support: An employee not designated as Emergency Critical will be designated as an Emergency Support employee and assist with assigned functions at the Emergency Operations Center (EOC), evacuation shelters, comfort stations, or any other duty to support emergency operations.

~~Non-Exempt (Hourly): An employee who is paid an hourly wage under the Fair Labor Standards Act (FLSA) to receive overtime pay for hours worked in excess of 40 in a workweek.~~

~~Exempt (Salaried): An employee who is paid a salary (not an hourly wage) to perform the duties and responsibilities of a job regardless of hours worked in a workweek. In accordance with the Fair Labor Standards Act, this category of employee is exempt from the overtime pay provisions of the Act.~~

### **PROCEDURE:**

A. All Leon County employees will be designated as either Emergency Critical in accordance with the Departments Continuation of Operations Plan (COOP) and/or emergency operating procedures; or Emergency Support. Each department is responsible for making this

**SECTION V**  
**PAY PLAN**

designation for its employees and providing an annual listing of employees assigned in each category to Human Resources annually, prior to the start of hurricane season.

- B. Upon issuance of a DLSOE and activation of the County's EOC, the County Administrator, or designee, may initiate implementation of this policy. Emergency Management will issue the date and time that the EOC activation occurs.
- C. Upon activation of the EOC as identified above, all County employees designated as Emergency Support may be required to report to the EOC, or at any other location to assist in the County's disaster response efforts. Roles may be pre-assigned or assigned as the situation dictates. Only the County Administrator or designee may authorize the release of some employees from work.
- D. Administration: Volunteer Services will assume the responsibility for assigning and training County employees in their respective emergency management functions.

**APPLICATION:**

Non-Exempt Employees on Duty. Employees reporting for duty during a DLSOE will be compensated as follows:

- Pay equal to their regular rate of pay for the time they are required to work during a DLSOE, up to 40 hours actually worked.
- Overtime Pay at one and one-half times their regular pay for hours actually worked over 40 hours in accordance with FLSA.
- Pay equal to their regular rate of pay for the time they would otherwise be on Administrative leave (See Personnel Policy Section 7.19 D.)
- This provision does not apply to EMS Special Risk employees.

Exempt Employees on Duty. Exempt employees reporting for duty during a DLSOE will be compensated as follows:

- Exempt Senior Management employees designated as Emergency Support will be required to work, as needed, during a DLSOE. Exempt Senior Management employees will not receive any additional compensation for hours worked over 40 hours in a workweek.

Employees off Duty. Any employee who is off duty and is requested to report to work will be expected to report to work during a DLSOE.

- If the employee is unable to report to work due to hardship reasons at the time of the DLSOE, the employee will not be eligible for Administrative leave during a DLSOE.
- If it is determined that the employee is not needed to report to work or is not needed at the EOC, or any other location, the employee will be eligible for Administrative Leave.

Employees on Approved Scheduled Leave: Any employee on scheduled leave during a DLSOE may be called in and required to report for duty, if needed. Employees on previously approved

**SECTION V**  
**PAY PLAN**

leave and who report to work shall be eligible for Administrative Leave and/or regular pay, whichever is applicable. Employees on previously approved leave (annual, sick, personal, compensatory or unpaid), who do not report to duty, will not be eligible to receive Administrative Leave and will be charged leave time accordingly.

Employees on Extended Leave: Any employee away from work on sick leave, extended FMLA, Military Leave, Workers Compensation, or other extended leave will not be required to report for duty during a DLSOE. Employees on extended leave will not be eligible for Administrative Leave.

Emergency Preparedness Process: Human Resources will administer a process for confirming the designation of employees as Emergency Critical or Emergency Support. This process will also allow employees to request a Hardship Exemption for certain circumstances.

Hardship Exemption: Employees who are already aware that they will not be able to work during a DLSOE should request a hardship exemption approval form from their supervisor. Upon approval by the Division Director and Department Director, the approved hardship exemption form shall be submitted to Human Resources and placed in the employee's personnel file. The Exemption Form must be turned in to Human Resources annually prior to hurricane season. Hardship Exemptions will be reviewed prior to each disaster occurrence to determine if the exemption still applies. Employees claiming hardship exemptions will not be eligible for Administrative Leave during a DLSOE.

Reassignment of Employees: Employees who are released from their regular job duties will be reassigned to other work areas, as needed, and will be expected to report for duty. Employees may be required to work alternative shifts during a DLSOE. Non-exempt employees shall be paid their normal rate of pay for all hours actually worked, including overtime when applicable.

If an employee and their spouse both work for the County, they may both be required to work; however, the County will allow them to work different shifts if requested. This applies to employees whose spouse works for another first responding agency, as determined by the appropriate supervisor(s).

Required Training: Annually, the ~~Director of~~ Volunteer Services Coordinator will determine the Emergency Support employees that will be required to complete Training as appropriate.

Communications: In the event the employee has not heard where and when to report to work, it is each employee's responsibility to contact their Supervisor, Manager, and Director to receive instructions on where to report to work. Employees who willfully fail to make contact in order to receive instructions on where and when to report during an emergency will be subject to immediate disciplinary action up to and including termination. Employees should not assume that they are not required to work based solely on any media or news reports regarding closings.

Failure to Report for Duty: During a DLSOE, employees who refuse to report to work may be subject to disciplinary action up to and including termination of employment.

## SECTION V PAY PLAN

---

On Call/Stand By: Career Service employees who are directed by appropriate supervisory or management staff to remain available to return to work during an off-duty period, in anticipation of and/or immediately after a DLSOE, will receive on-call or stand by pay in accordance with established pay policies and procedures.

Temporary (OPS) Positions: Temporary employees may be expected to report for duty in anticipation of, and/or immediately after a DLSOE as requested by appropriate supervisory or management staff. Temporary employees will be paid for actual hours worked in accordance with established pay policies and pay procedures.

Non-assigned employees: Employees who have not been assigned to work during a DLSOE should not report to work without the approval of appropriate supervisory or management staff. Due to FLSA restrictions, this includes non-exempt employees who wish to volunteer at the EOC. Employees who are confined to a facility only for safety or non-job related reasons and are not performing the duties of their regular jobs or assigned jobs shall not be compensated for the time otherwise spent on the premises.

Return to Normal Conditions: Employees will return to work when notified by appropriate means. The County will use internal communication systems (telephone, Internet, etc.) and external media such as television, radio, etc., to announce the “all clear” notice for employees to return to work under recovery or normal conditions. The employee is responsible for monitoring the communication media to ensure prompt notification. ~~Senior Management Exempt~~ employees may adjust hours as needed to allow for periods of rest from working extended hours during a DLSOE, however, managers are still responsible to ensure that all County offices are properly staffed when returning to normal conditions.

Employees unable to report back to work that day, due to extenuating circumstances beyond their control (i.e., child care issues, storm related damages, road closures, flooding, etc.) shall not be required to return to work and may use personal annual, compensatory leave and swing days for this time.

Documentation: Employees shall be required to document and report to management all hours worked during an emergency in accordance with established pay practices, procedures and regulations.

### **5.15 Reinstatement Pay**

When an employee is reinstated to a position in the same class, or in a different class within or below the same skill level from which he/she was previously demoted, transferred, or reclassified with no reduction in pay, the rate of pay shall not change unless it is below the minimum class to which the employee is reinstated, in which case it will go to the minimum.

### **5.16 Payroll**

Each Department/Division is required to keep an accurate account of all hours worked and leave

**SECTION V**  
**PAY PLAN**

---

used by non-exempt career service employees in Banner Self Service. ~~on the official time sheet.~~ All leave taken must be documented in Fin web on a Leave/Compensatory Request Form for Senior Management Service and the official time sheet for Career Service, Executive Support, and EMS exempt employees.

Payroll direct deposits ~~Paychecks~~ are distributed bi-weekly on Thursday ~~at 10:00 a.m. for the biweekly payroll and at 10:00 a.m. on the morning of the next to the last business day of the month for the monthly payroll.~~ ~~Paychecks are distributed on Fridays for biweekly EMS employees.~~ ~~Paychecks may be direct deposited into any banking institution.~~ You can ~~C~~contact the Finance/Payroll office to set up direct deposit.

DRAFT

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2023/2024; and,

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

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

Adopted this 9<sup>th</sup> day of July, 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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 2023/2024 BUDGET AMENDMENT REQUEST

No: BAB24033  
Date: 06/08/24

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 7/9/24

County Administrator

Assistant County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Ken Morris

### Request Detail

#### Revenues

| Account Information |     |        |      | Title   | Current Budget | Change    | Adjusted Budget |
|---------------------|-----|--------|------|---|----------------|-----------|-----------------|
| Fund                | Org | Acct   | Prog |   |                |           |                 |
| 305                 | 000 | 399900 | 000  | Capital Improvement Fund<br>Appropriated Fund Balance | 28,766,340     | 7,700,000 | 36,466,340      |
| <b>Subtotal:</b>    |     |        |      |   |                | 7,700,000 |                 |

#### Expenditures

| Account Information |        |       |      | Title   | Current Budget | Change    | Adjusted Budget |
|---------------------|--------|-------|------|---|----------------|-----------|-----------------|
| Fund                | Org    | Acct  | Prog |   |                |           |                 |
| 305                 | 026003 | 56400 | 519  | General Vehicle Equipment &<br>Replacement      | 938,780        | 670,192   | 1,608,972       |
| 305                 | 026004 | 56400 | 538  | Stormwater Vehicle<br>Equipment & Replacement   | 801,526        | 204,000   | 1,005,526       |
| 305                 | 046001 | 56300 | 572  | Parks Capital Maintenance                       | 776,880        | 525,000   | 1,301,880       |
| 305                 | 046009 | 56300 | 572  | Greenways Capital<br>Maintenance                | 276,081        | 455,000   | 731,081         |
| 305                 | 086031 | 56201 | 523  | Sheriff Facilities Capital<br>Maintenance       | 6,410,608      | 3,885,808 | 10,296,416      |
| 305                 | 086077 | 54600 | 519  | Building Mechanical Repairs<br>and Replacements | 880,518        | 975,000   | 1,855,518       |
| 305                 | 086078 | 54600 | 519  | Building Infrastructure<br>Improvements         | 638,928        | 50,000    | 688,928         |
| 305                 | 086078 | 56201 | 519  | Building Infrastructure<br>Improvements         | 662,322        | 725,000   | 1,387,322       |
| 305                 | 086078 | 56300 | 519  | Building Infrastructure<br>Improvements         | 235,000        | 210,000   | 445,000         |
| <b>Subtotal:</b>    |        |       |      |   |                | 7,700,000 |                 |

**Revenues**

| <i>Fund</i>      | <i>Org</i> | <b>Account Information</b> |             | <i>Title</i>                                      | <b>Current Budget</b> | <b>Change</b> | <b>Adjusted Budget</b> |
|------------------|------------|----------------------------|-------------|---|-----------------------|---------------|------------------------|
|                  |            | <i>Acct</i>                | <i>Prog</i> |   |                       |               |                        |
| 306              | 000        | 399900                     | 000         | Transportation Trust<br>Appropriated Fund Balance | 13,781,807            | 1,510,000     | 15,291,807             |
| <b>Subtotal:</b> |            |                            |             |   |                       | 1,510,000     |                        |

**Expenditures**

| <i>Fund</i>      | <i>Org</i> | <b>Account Information</b> |             | <i>Title</i>  | <b>Current Budget</b> | <b>Change</b> | <b>Adjusted Budget</b> |
|------------------|------------|----------------------------|-------------|---|-----------------------|---------------|------------------------|
|                  |            | <i>Acct</i>                | <i>Prog</i> |   |                       |               |                        |
| 306              | 026005     | 56400                      | 541         | Public Works Vehicle &<br>Equipment Replacement       | 2,166,288             | 646,000       | 2,812,288              |
| 306              | 026015     | 55410                      | 541         | Arterial & Collector Roads<br>Pavement Markings       | 283,496               | 64,000        | 347,496                |
| 306              | 067006     | 56900                      | 538         | Stormwater Infrastructure<br>Preventative Maintenance | 2,606,434             | 800,000       | 3,406,434              |
| <b>Subtotal:</b> |            |                            |             |   |                       | 1,510,000     |                        |

**Purpose of Request**

This budget amendment appropriates \$7,700,000 in Capital Improvement funds for replacement vehicles and equipment, Parks and Greenways capital maintenance, Sheriff capital maintenance for the Detention Facility, and funding for building mechanical repairs and infrastructure improvements; \$1,510,000 in Transportation Trust funds for the purchase of replacement equipment and vehicles, arterial & collector roads pavement markings, and stormwater infrastructure and preventative maintenance.

**Division/Department**  
2508/25

**Brandy Furbee, Budget Manager**

**Roshaunda Bradley, Budget Director**

Approved By:

Resolution

Motion

Administrator



**LEON COUNTY RESOLUTION NO. R24-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, TO CONFIRM AND READOPT SOLID WASTE TIPPING FEE RATES AT LEON COUNTY SOLID WASTE MANAGEMENT FACILITIES; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, Section 403.7049 of the Florida Statutes authorize Leon County to establish solid waste disposal fees; and

WHEREAS, the Leon County Board of County Commissioners adopted a rate resolution for Fiscal Year 1995-1996 at a duly advertised public hearing on August 19, 1995; and

WHEREAS, Chapter 18, Article VI, Division 1, Sec. 18-141, of the Code of Laws of Leon County, Florida, entitled "Landfill tipping fee.", was amended on November 8, 2005, to establish solid waste tipping fees in accordance with law set by resolution of the Board of County Commissioners; and

WHEREAS, the County operates a transfer station that accepts all waste for both the unincorporated areas of the County, and the City of Tallahassee pays a tipping fee in a per ton charge for waste brought to the Transfer Station; and

WHEREAS, residential unincorporated waste that is brought to the Transfer Station is paid for through the existing \$40 non-ad valorem assessment on the tax bill and a general revenue transfer; and

WHEREAS, any future rates established in an interlocal agreement with the City of Tallahassee will supersede the rates in this resolution; and

WHEREAS, the Board of County Commissioners adopted a solid waste rate assessment study on April 23, 2013; and

WHEREAS, the rate study established the tipping fee that included the costs of hauling and disposal, fuel surcharge, hazardous waste and inflationary increases; and

WHEREAS, on March 7, 2017, the Leon County Board of County Commissioners approved a contract for yard waste disposal services and authorized adjusting the fee to cover the increased cost of the service; and

WHEREAS, the Board of County Commissioners approved an amendment to the contract at the five-year mark to adjust for the cost of hauling; and

WHEREAS, this adopted Resolution will supersede Resolution No. R23-13.

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

**Section 1. Tipping Fee Disposal Rates**

1. Effective on October 1 of each year beginning in 2024 as hereby designated below the tipping fee disposal rates at the Leon County Transfer Station Facility shall be:

| Year                                       | Tipping Fee Per Ton |
|--|---------------------|
| October 1, 2024                            |                     |
| Hauling and Disposal <sup>(1)</sup>        | \$46.44             |
| Fuel Surcharge <sup>(2)</sup>              | \$0.51              |
| Transfer Station Operations <sup>(3)</sup> | \$11.22             |
| Household Hazardous Waste <sup>(3)</sup>   | \$4.88              |
| Total Tipping Fee                          | \$63.05             |

a. Effective October 1, 2024, the hauling portion of the fee will rise from \$18.80 to \$22.71, resulting in a hauling and disposal fee of \$46.44 per ton.

And adjusted annually according to:

- (1) Beginning October 1, 2024, rates will increase by the Garbage and Trash CPI each October 1. To protect against possible excessive inflation in the future, annual CPI rate increases shall be capped at no more than 7.0%. Correspondingly, to ensure Waste Management Inc. continues to cover operating cost increases, the contract provides for a minimum of 2.0% increase annually.
- (2) Annual fuel adjustments are calculated per the Waste Management of Leon County, Inc. Agreement and are based upon the change in Consumer Price Index and the Oil Price Information System report for Ultra Low Diesel.
- (3) Annual CPI or maximum of 4%.

2. Effective October 1, 2024, the following tipping fee rates are hereby confirmed and readopted for the Solid Waste Management Facilities:

| Material                               | Fee Per Ton           |
|--|-----------------------|
| <b>Transfer Station</b>                |                       |
| Special Handling                       | \$100.00              |
| Records                                | \$100.00              |
| Dead Animals                           | \$100.00              |
| <b>Solid Waste Management Facility</b> |                       |
| Electronics                            | Available market rate |
| Tires                                  | Available market rate |
| Yard Debris                            | \$50.18               |
| Soil Disposal                          | Negotiable            |

1 3. The tipping fee rates shall supersede any other previous Board actions to the extent of any inconsistency  
2 herewith.

3  
4 **Section 2. Effective Date.**

5  
6 This resolution shall become effective immediately upon its adoption.

7  
8 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
9 Florida, this 9<sup>th</sup> day of July, 2024.

10  
11 LEON COUNTY, FLORIDA

12  
13  
14 By: \_\_\_\_\_  
15 Carolyn D. Cummings, Chair  
16 Board of County Commissioners

17  
18 ATTESTED BY:  
19 Gwendolyn Marshall Knight, Clerk of Court  
20 & Comptroller, Leon County, Florida

21  
22  
23 By: \_\_\_\_\_

24  
25  
26 APPROVED AS TO FORM:  
27 Chasity H. O'Steen, County Attorney  
28 Leon County Attorney's Office

29  
30  
31 By: \_\_\_\_\_

**LEON COUNTY RESOLUTION NO. R2024-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE MASTER FEE SCHEDULE FOR MEDICAL EXAMINER SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, the Agreement for Medical Examiner Services was approved by the Board on April 23, 2024; and

WHEREAS, Article 3 of the Agreement provides that Leon County shall pay Medical Examiner District 2 for the provision of medical examiner services based on a schedule of fees adopted annually by Board resolution (the “Master Fee Schedule”); and

WHEREAS, in accordance with the Agreement, the Master Fee Schedule includes the fees to be charged to Leon County and the other counties in District 2 and District 3 for all Medical Examiner services that may be provided in the upcoming fiscal year; and

WHEREAS, the Agreement also provides that the Master Fee Schedule include the fees to be charged to the other District 2 and 3 counties for the use of the Leon County Medical Examiner facility for autopsies, external examinations, and any other such examinations of deceased persons performed within the scope of the Medical Examiner’s services; and

WHEREAS, the Master Fee Schedule for Medical Examiner Services attached hereto and made a part hereof as Exhibit “A” provides for the schedule of said fees to be charged to Leon County and the other District 2 and 3 counties for the upcoming fiscal year.

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

**Section 1. Adoption of Master Fee Schedule for Medical Examiner Services.**

The Master Fee Schedule for Medical Examiner Services, attached hereto as Exhibit “A” and made a part hereof, is hereby adopted.

**Section 2. Effective Date.**

This resolution shall have effect October 1, 2024.



**Office of the Medical Examiner, District II  
Master Fee Schedule  
2024-2025**

|  | <b>Current</b> | <b>Effective<br/>10/1/2024</b> |
|--|----------------|--------------------------------|
| <b>Autopsy</b>                                 |                |                                |
| Autopsy Fee                                    | \$2,295        | \$2,450                        |
| *Use of Morgue Facilities                      | \$850          | \$852                          |
| <b>M.E. Cases (w/o autopsy)</b>                |                |                                |
| External Examination                           | \$871          | \$930                          |
| Use of Morgue Facilities                       | \$850          | \$852                          |
| Limited Investigation (Death Certificate Only) | \$200          | \$215                          |
| Limited Investigation (e.g. Bone ID)           | \$92           | \$100                          |
| <b>Cremation Authorizations</b>                |                |                                |
| Billed and Collected by M.E.                   | \$47           | \$50                           |
| Billed to County                               | \$30           | \$30                           |
| <b>Potential Additional Charges</b>            |                |                                |
| Toxicology Handling Fee – Per Case             | \$35           | \$35                           |
| Body Transport Invoice Handling Fee            | \$35           | \$40                           |
| X-Rays (per view)                              | \$55           | \$55                           |
| Laboratory and Outside Services                | At Cost        | At Cost                        |
| <b>Tissue Recovery Fees</b>                    |                |                                |
| Use of Morgue Facilities - Cornea              | \$100          | \$100                          |
| Use of Morgue Facilities - Tissue              | \$500          | \$500                          |
| Afterhours Access Tissue/Cornea (to M.E.)      | \$100          | \$100                          |
| <b>Testimony/Expert Witness Fees</b>           |                |                                |
| Criminal Per Hour (minimum one hour)           | \$241          | \$241                          |
| Civil Cases Per Hour (minimum one hour)        | \$500          | \$500                          |
| <b>Private Autopsy</b>                         |                |                                |
| Autopsy Fee                                    | \$2,295        | \$2,450                        |
| Use of Morgue Facilities                       | \$850          | \$852                          |
| Record Review Fee                              | \$500          | \$500                          |

## SECTION VII

## 11.01

### ATTENDANCE AND LEAVE

---

#### **7.08 Annual Leave Accrual**

Annual leave is provided for the purpose of rest, recreation, time with family, travel, and other forms of renewal by getting away from the job. It also enables employees to take care of other time consuming personal matters, which may arise from time to time. Annual leave is not intended as a substitute for regular on-time attendance and will not be approved by supervisors to make up for habitual lateness. All regular employees shall be entitled to earn and accrue annual leave. Employees who work less than full-time shall accrue leave in proportion to their hours worked.

Creditable service for annual leave shall begin to accrue immediately upon employment. For employees joining the County, creditable service for accrual rate purposes shall include state, local government or special district service (only eligible service under Florida Retirement System) as long as any break in service prior to County employment does not exceed thirty (30) working days.

Credits for Career Service annual leave shall be allowed on the following basis:

- A. Eight (8) hours per calendar month effective upon employment.
- B. Ten (10) hours per calendar month after completion of five (5) years service.
- C. Twelve (12) hours per calendar month after completion of ten (10) years service.
- D. Thirteen (13) hours per calendar month after completion of fifteen (15) years service.
- E. Fourteen (14) hours per calendar month after completion of twenty (20) years service.
- F. Sixteen (16) hours per calendar month after completion of twenty-five (25) years service.

Credits for Executive Support and EMS employees, who normally work 2,080 hours annually, annual leave shall be allowed on the following basis:

- A. Eight (8) hours per calendar month effective upon employment.
- B. Ten (10) hours per calendar month after completion of five (5) years service.
- C. Twelve (12) hours per calendar month after completion of ten (10) years service.
- D. Fourteen (14) hours per calendar month after completion of fifteen (15) years service.

## SECTION VII

## 11.01

### ATTENDANCE AND LEAVE

---

- E. Sixteen (16) hours per calendar month after completion of twenty (20) years service.

Sr. Management Service credits for annual leave shall be allowed on the following basis:

- A. Ten (10) hours per calendar month effective upon employment.
- B. Twelve (12) hours per calendar month after completion of five (5) years service.
- C. Fourteen (14) hours per calendar month after completion of ten (10) years service.
- D. Fifteen (15) hours per calendar month after completion of fifteen (15) years service.
- E. Sixteen (16) hours per calendar month after completion of twenty (20) years service.

Executive Service credits for annual leave shall be allowed on the following basis:

- A. Twelve (12) hours per calendar month, effective upon employment.
- B. Fourteen (14) hours per calendar month after completion of five (5) years service.
- C. Fifteen (15) hours per calendar month after completion of ten (10) years service.
- D. Sixteen (16) hours per calendar month after completion of fifteen (15) years service.
- E. Seventeen (17) hours per calendar month after completion of twenty (20) years service.

EMS employees (Paramedic, EMT, Supply Technician, and System Controller) who are normally scheduled to work in excess of 2080 hours annually will earn annual leave accrual per calendar month on a prorated basis based on the shift/annual hours worked and the following schedule:



**SECTION VII**

**11.01**

**ATTENDANCE AND LEAVE**

**Monthly Accrual:**

| Years of Service            | 12 Hour Shift<br>Day/Night | 9 Hour Shift<br>5 Days/Week | 12 Hour Shift<br>4 Days/Week | 24 Hour Shift |
|-----------------------------|----------------------------|-----------------------------|------------------------------|---------------|
| Upon Employment             | 8.5                        | 9                           | 10                           | 11            |
| <u>After Completion of:</u> |                            |                             |                              |               |
| 5 Years                     | 10.5                       | 11                          | 12                           | 14            |
| 10 Years                    | 12.5                       | 13.5                        | 14                           | 17            |
| 15 Years                    | 15                         | 16                          | 17                           | 20            |
| 20 Years                    | 17                         | 18                          | 19                           | 22            |

Annual leave may be accumulated but may not exceed four hundred eighty (480)~~three hundred (300)~~ hours as of January 31 annually for all regular, full-time, and part-time employees. All annual leave hours in excess of 300-480 hours will be forfeited as of January 31 of each year. This policy will apply to all employees under the Board of County Commissioners. Carry forward of annual leave in excess of 300-480 hours as of January 31 is not allowed.

In the event an employee has not been able to work during the months of October, November, and December due to an approved leave of absence covered under the Family and Medical Leave Act (FMLA), Workers Compensation, Military Leave, or Administrative Leave, the County Administrator may approve a carry forward of annual leave hours. All requests for annual leave carry forward will be reviewed by Human Resources to validate that leave could not be taken due to an extended leave of absence and a recommendation will be made to the County Administrator or to the County Attorney for those employees working in the County Attorney’s Office.

Division Managers may determine when annual leave will be granted. Division Managers may also designate certain periods during which, for Leon County business, operational and staffing reasons, annual leave may not be taken. Due to the increased requests during holiday seasons, employees should manage their annual leave balances throughout the year and not wait until the last quarter of the year to request annual leave. Annual leave could be denied at that time due to staffing and operational needs.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #6**

# Leon County Board of County Commissioners

## Agenda Item #6

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Fiscal Year 2025 State Housing Initiatives Partnership Funding

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator  |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Shington Lamy, Assistant County Administrator                                |
| <b>Lead Staff/ Project Team:</b>    | Abigail G. Thomas, Director, Office of Human Services and Community Partnerships<br>Jelani Marks, Housing Services Manager |

### **Statement of Issue:**

As presented each year for Board consideration, this item seeks Board approval of the County's FY 2025 State Housing Initiatives Partnership funding and approval of proposed revisions to the County's State Housing Initiatives Partnership Local Housing Assistance Plan as required by Florida Statutes, that will expand services and the eligibility to the County's Housing programs to more low-income households.

### **Fiscal Impact:**

This item has a positive fiscal impact. The County was allocated \$759,021 in State Housing Initiatives Partnership funding by the State which is programmed in the Division of Housing Services' preliminary FY 2025 budget.

### **Staff Recommendation:**

Option #1: Approve the proposed expenditures for the FY 2025 State Housing Initiatives Partnership allocation and authorize the County Administrator to realign funds within the State Housing Initiative Partnership program when necessary to maximize opportunities to increase or preserve affordable housing and meet minimum State Housing Initiatives Partnership expenditure requirements.

Option #2: Adopt the Resolution approving the proposed revisions to FY 2024-2026 Leon County State Housing Initiatives Partnership Local Housing Assistance Plan (Attachment #1).

## Report and Discussion

### **Background:**

As presented each year for Board consideration, this item seeks Board approval of the County's FY 2025 State Housing Initiatives Partnership (SHIP) allocation, and approval of proposed revisions to the County's SHIP Local Housing Assistance Plan (LHAP) as required by Florida Statutes. The item recommends the allocation of County SHIP funds that will increase and preserve the existing stock of affordable housing, and provide the financial resources to assist residents with their property issues consistent with the Board's Strategic Plan. The item also recommends proposed revisions to the LHAP that will expand services and the eligibility to the County's Housing programs to more low-income households.

The SHIP program is funded by the Documentary Stamp Tax (Doc Stamp Tax), appropriated by the Florida Legislature, and administered by the Florida Housing Finance Corporation (FHFC). SHIP funds are distributed to local governments based on population size. Earlier this year, the Florida Legislature approved a \$174 million budget for SHIP for the State's Fiscal Year 2025, beginning on July 1, 2024. Leon County will receive \$759,021; this reflects a 33% decrease in the amount received for FY 2024 (\$1,135,109) due to the reduction in Doc Stamp Tax collected by the State.

SHIP is the primary funding source for the County's Housing Program, which include Down Payment Assistance, Rental Development, Emergency Home Repair, Home Rehabilitation, Home Replacement, Disaster Recovery and Homeownership Development. As detailed in the Analysis section, the proposed expenditures for the County's FY 2025 SHIP allocation will be utilized to increase and preserve the stock of affordable housing, including the provision of legal assistance and consultation to residents with their property issues.

In accordance with Section 420.9072(2), Florida Statutes, and Rule 67-37.005, Florida Administrative Code, to participate in the SHIP program, local governments must maintain a SHIP-LHAP which serves as Board policy governing the provision of SHIP funded affordable housing programs benefitting low- to moderate-income households. As recommended by the Florida Housing Coalition (FHC), which provides local governments technical support on the implementation of the SHIP program, this item presents proposed LHAP revisions that provide clarification of the 30-year affordability period for projects funded by the Homeownership Development Program, which provides developers funding to build new homes for low-income households; and expands eligibility for the County's Home Rehabilitation and Emergency Home Repair Programs to low-income homeowners with significantly high mortgages (120% or more above the property value).

The proposed expenditures for the County's FY 2025 SHIP allocation advances the following FY 2022-FY 2026 Strategic Initiatives:

- *Work with the City of Tallahassee on the development and implementation of the Neighborhood First Program to engage residents and develop plans to address poverty and inequity in targeted neighborhoods including 32304. (2022-33)*

- *Continue to leverage County funding in partnership with local stakeholders to secure state and federal funding to build affordable rental housing for very low- and low-income families. (2023-18)*
- *Enhance the County's State Housing Initiative Partnership (SHIP) program to provide legal assistance and consultation to residents with heir property issues and estate planning needs that will preserve affordable housing for low-income families. (2024-76)*

These Strategic Initiatives align with the Board's Quality of Life Strategic Priorities:

- *(Q4) Support and promote access to basic healthcare, mental health, affordable housing, and homeless prevention services to our community members most in need.*
- *(Q5) Promote livability, health and sense of community by supporting strong neighborhoods, enhancing mobility, encouraging human scale development, and creating public spaces for people of all ages.*

### **Analysis:**

Leon County is committed to growing and preserving the stock of affordable housing in the community. The proposed expenditures for the County's FY 2025 SHIP allocation will increase the stock of affordable housing through the development of new homes, rental units, and down payment assistance, as well as preserve homes of low-income families through home rehabilitation and replacements. The subsequent section details proposed changes to the County's SHIP-LHAP that will expand services and eligibility to the County's Housing programs, including adding assistance for title clearing and estate planning to the list of support services offered by the County; clarifying the 30-year minimum affordability period for the Homeownership Development Program; and expanding eligibility for the County's Home Rehabilitation and Emergency Home Repair Programs to low-income homeowners with significantly high mortgages (120% or more above the property value).

The following presents the proposed expenditures for the County's FY 2025 SHIP allocation which reflects the decrease in the funding that the County will receive for FY 2025 compared to FY 2024. The proposed expenditures are proportionate to previous expenditures approved by the Board and provides for SHIP funding to expand the County's Housing programs to include assistance to residents with heir property issues, consistent with the County's Strategic Plan.

### *State Housing Initiative Partnership Proposed Funding Expenditures*

As previously discussed, the approved SHIP budget for the State Fiscal Year 2025 will result in the total allocation of \$759,021 to the County. In consideration of the anticipated SHIP funding, recent program activity, and the need for more affordable housing units, this item recommends allocating SHIP funding as follows:

**Homeownership (\$519,021):** In order to promote and preserve the stock of affordable housing for low-income households, the County's SHIP program will continue to invest in activities such as emergency home repair, home rehabilitation, down payment assistance, and homeownership development as detailed in the County's SHIP-LHAP. The FHFC requires that at least 65% of a local government's annual SHIP allocation to be spent on programs associated with homeownership. The recommended expenditures for homeownership programs meet the FHFC

requirement, representing 68% of the County's SHIP allocation. The County's Emergency Home Repair, Home Rehabilitation, and Down Payment Assistance Programs are exclusive to residents in unincorporated Leon County, while the Homeownership Development Program provides funding to construct new homes for low-income households countywide in partnership with the City of Tallahassee (City). The funding set aside for homeownership would primarily be allocated to emergency home repair and home rehabilitation due to the level of need demonstrated through the number of applications the County receives. The following provides a summary of the specific homeownership programs offered by the County:

- The Emergency Home Repair Program aids low-income homeowners in unincorporated Leon County in need of immediate and dire repairs to their homes such as roofs, septic tanks, and HVAC systems. The Home Rehabilitation Program assists low-income homeowners in unincorporated Leon County in need of major repairs for health, safety, resiliency, insurability, and code compliance; however, homes are demolished and replaced in circumstances in which the cost of a potential rehabilitation will surpass 50% of the current value of the home (or 30% for homes that 50 years or older). In FY 2025, the County's SHIP funds are anticipated to assist three low-income Leon County residents with emergency home repair and/or home rehabilitation. Annually, the County receives more applications for assistance than available funding. Eligible applicants that are unable to receive services due to exhausted funding are contacted and provided information on other potential programs such as the United States Department of Agriculture (USDA) Housing Repair Grant and Loan Program, and to also reapply the following fiscal year for County assistance.
- The Down Payment Assistance program provides low- to moderate-income first-time homebuyers financial assistance with down payment and closing costs associated with the purchase of a home in unincorporated Leon County. The County is anticipated to assist approximately five first-time homebuyers with down payment assistance in FY 2025.
- The Homeownership Development Program, established by the Board in 2021, awards funding to pay down the development costs associated with the construction of housing units and reduces the purchase cost to low-income first-time homebuyers. In 2022, the Board approved an Interlocal Agreement with the City which authorizes the County to utilize a portion of its SHIP funding for programs such as homeownership development within the City's limit. This allows the County and City to coordinate their respective SHIP funding to increase the stock of affordable housing in neighborhoods that have historically experienced poverty and racial inequities. In FY 2024, Leon County's Homeownership Development Program has awarded funds for the construction of nine new homes. Five of the new units are in neighborhoods identified by the City's Neighborhood First Program as having historically experienced poverty and racial inequities including Bond, Griffin Heights, and South City. Four of the subsidized projects have been completed, with five currently under construction and estimated for completion by FY 2025. Three of the completed projects have already been sold to income-eligible first-time homebuyers. The County is anticipated to award funding for three additional Homeownership Development projects in FY 2025.

**Rental Development (\$114,100):** The Rental Development Program provides gap financing (funding required to complete a project) to developers to build new affordable rental units for low-

income renters. Through the County's SHIP program, developers are required to seek and secure funding from other federal and/or state programs which mandate that rental units remain affordable long-term (i.e., 30 years or longer). According to the Shimberg Center for Housing Studies at the University of Florida, the highest affordable housing need in Leon County is affordable rental units for very-low-income households earning 50% or less of the AMI (\$44,350 for a household of four). Additionally, as established by the Board, developers are required to set aside a minimum of five percent of units for individuals or families exiting homelessness. According to FHFC, local governments are restricted to spend no more than 25% of their annual SHIP allocations on rental programs; the proposed allocation for Rental Development represents 15% of the County's FY 2025 SHIP funds.

**Administrative Costs (\$75,900):** The FHFC allows up to ten percent of a local government's annual SHIP allocation to be spent on administrative costs. The recommended administrative expenditures represent ten percent of the County's FY 2025 SHIP allocation. These administrative expenditures are attributed to personnel costs associated with the Affordable Housing Coordinator position and contractual fees associated with the Tallahassee Lenders' Consortium's administration of the County's Down Payment Assistance Program.

**Heir Property Support Services (\$50,000):** "Heir property" refers to property that is passed via inheritance from an owner(s) to next of kin without clear ownership. Due to the lack of family estate planning, heir property is transferred via intestate succession, a legal process which determines how a person's assets are distributed following his/her death. Without clear ownership, it can be difficult to sell, finance, repair, or improve the property, as households that occupy heir property have trouble obtaining property insurance, homestead exemptions, home equity loans and building permits. Additionally, heir property can also affect a household's ability to benefit from the County's SHIP program, as applicants to the Home Rehabilitation, Home Replacement and Emergency Home Repair programs must have clear legal ownership of their properties in order to be eligible. According to the *Florida Bar Journal*, heir property issues disproportionately affect low-income communities. In January 2024, the Board adopted the following strategic initiative:

- *Enhance the County's State Housing Initiative Partnership (SHIP) program to provide legal assistance and consultation to residents with heir property issues and estate planning needs that will preserve affordable housing for low-income families. (2024-76)*

In support of the Board's strategic initiative to address heir property issues in Leon County, this item recommends utilizing \$50,000 in SHIP funds to provide title clearing services to income-eligible heirs through a partnership with a qualified legal aid agency. If approved, the County would procure services from qualified legal aid organizations, such as Legal Services of North Florida, to assist low-income households with heir property issues. Funding allocated for heir property support services would be used to cover costs associated with locating heirs, and process serving and filing fees that would ultimately establish clear ownership.

#### *Public Notification and Application Process*

As required by the FHFC, public notices regarding the availability of the funding for the housing programs (Home Rehabilitation, Homeownership Development, Rental Development, and Down Payment Assistance) will be advertised in the Tallahassee Democrat, the Capital Outlook, and promoted on the Division of Housing Services' website for at least 30 days prior to accepting

applications. Additionally, the Housing Service Division maintains a list of residents that previously requested housing assistance that will be notified when funding is available. Citizens apply through an online application available on the County Housing website. The Housing Service Division as well as the Library's Community Resource Specialist at the Main Library provides residents in-person assistance with completing the online application. Applications will be reviewed on a first come, first served basis, and eligible applications will be prioritized in accordance with SHIP requirements and the County's SHIP-LHAP.

#### *SHIP Expenditure Period and Minimum Requirements*

Local governments have three years to expend their annual SHIP allocations. This allows projects through programs such as home rehabilitation or homeownership development to be funded over multiple years of SHIP allocations as well as for the collaboration and coordination with partners such as the City and the Housing Finance Authority of Leon County in the investment in projects that increase and preserve the stock of affordable housing. Also, in addition to the minimum 65% expenditure requirement on homeownership programs, FHFC mandates minimum expenditures on construction-related projects (75%), very low-income households (30%), and households with special needs members (20%). Funds expended between program activities such as down payment assistance and home rehabilitation are often required to be adjusted based on the eligible clients assisted and their housing needs in order to meet the minimum expenditure requirements. Therefore, it is recommended that the Board authorize the County Administrator to realign funds within the various program activities, when necessary and allowed by FHFC, to maximize opportunities to increase or preserve affordable housing and meet the SHIP expenditure requirements.

#### *Proposed Revisions to the County's SHIP Local Housing Assistance Plan*

As mentioned earlier, the implementation of the County's SHIP funding is governed by the SHIP-LHAP. The following revisions are proposed for the FY 2024-2026 Leon County SHIP-LHAP (Attachment #1):

- Add referral to legal services and financial assistance for title clearing and estate planning to the list of support services and counseling eligible for County SHIP funding in order to address needs associated with heir property issues.
- Clarify that the minimum required affordability period for new homes subsidized by the Homeownership Development Program is 30 years, consistent with the loan term with eligible homeowners. Currently, there is language in the Homeownership Development Program section of the LHAP that requires the affordability period to be in perpetuity which significantly limits the wealth equity opportunity for homeowners.
- Expands eligibility for the County's Home Rehabilitation and Emergency Home Repair Programs to low-income homeowners with significantly high mortgages (120% or more above the property value), consistent with similar programs in the State. Currently low-income homeowners with significantly high mortgages are ineligible for the program.

The FHFC has provided preliminary approval of the changes to the SHIP-LHAP. The proposed amendments would become effective upon Board approval.



*Conclusion*

Due to proposed recommendations in this item, Leon County is well positioned to build on its efforts to increase and preserve the stock of affordable housing for low-income households. For FY 2025, Leon County will receive \$759,021. In order to promote affordable homeownership and rental units for low-income households, as recommended, the County's SHIP program will continue to invest in activities such as emergency home repair, home rehabilitation, homeownership development, rental development and down payment assistance as detailed in the SHIP-LHAP. Consistent with the County's Strategic Plan, Housing Services programs will expand to address heir property issues in the community. To maximize opportunities to increase or preserve affordable housing and meet the SHIP expenditure requirements as described in the item, it is recommended that the Board authorize the County Administrator to realign funds of the County's SHIP allocation within the various program activities, when necessary and allowed by FHFC.

Additionally, in order to expand services and the eligibility to the County's Housing programs to more low-income households, recommended revisions to the County's SHIP-LHAP will add title clearing and estate planning to the list of support services offered in order to address community needs associated with heir property issues, clarify the 30-year period affordability period for projects funded through the Homeownership Development Program, and expand eligibility for the County's Home Rehabilitation and Emergency Home Repair Programs to low-income homeowners with significantly high mortgages (120% or more above the property value).

**Options:**

1. Approve the proposed expenditures for the FY 2025 State Housing Initiatives Partnership allocation and authorize the County Administrator to realign funds within the State Housing Initiative Partnership program when necessary to maximize opportunities to increase or preserve affordable housing and meet minimum State Housing Initiatives Partnership expenditure requirements.
2. Adopt the Resolution approving the proposed revisions to FY 2024-2026 Leon County State Housing Initiatives Partnership Local Housing Assistance Plan (Attachment #1).
3. Do not approve the proposed expenditures for the FY 2025 State Housing Initiatives Partnership allocation.
4. Do not adopt the Resolution approving the proposed revisions to FY 2024-2026 Leon County State Housing Initiatives Partnership Local Housing Assistance Plan.
5. Board direction.

**Recommendation:**

Options #1 and #2

**Attachment:**

1. Proposed Resolution and revised FY 2024-2026 Leon County State Housing Initiatives Partnership Local Housing Assistance Plan

**LEON COUNTY RESOLUTION NO. 24-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR FINAL REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317, Laws of Florida, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (2022), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act. The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing

assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund; and

WHEREAS, the Department of Human Services and Community Partnerships has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the County Commission finds that it is in the best interest of the public for Leon County Government to submit the Local Housing Assistance Plan for review and approval so as to qualify for documentary stamp tax funds; and

WHEREAS, Rule Chapter 67-37, Florida Administrative Code, requires an approved local housing assistance plan be adopted by resolution.

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

**Section 1. Approve the Local Housing Assistance Plan.**

1. The Board of County Commissioners of Leon County hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420.9079, Florida Statutes, for years 2023-2024, 2024-2025 and 2025-2026.

2. The County Administrator is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

**Section 2. Effective Date.**

This Resolution shall become effective immediately upon its adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
Florida, this 9th day of July 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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: \_\_\_\_\_



|                    |
|--------------------|
| <b>LEON COUNTY</b> |
|--------------------|

**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2023-2024, 2024-2025, 2025-2026**

*As Revised by the Leon County Board of County Commissioners on TBD ~~December 12, 2023~~*



**Table of Contents**

| <b>Description</b>  | <b>Page #</b> |
|---|---------------|
| <b>Section I, Program Details</b>   | <b>3</b>      |
| <b>Section II, Housing Strategies</b>   | <b>7</b>      |
| A. Down Payment Assistance  | <b>7</b>      |
| B. Home Ownership Development   | <b>10</b>     |
| C. Home Rehabilitation  | <b>13</b>     |
| D. Home Replacement   | <b>15</b>     |
| E. Emergency Housing Repair & Housing Resilience  | <b>17</b>     |
| F. Disaster Recovery  | <b>20</b>     |
| G. Foreclosure Avoidance  | <b>22</b>     |
| H. Rental Development & Rehabilitation  | <b>25</b>     |
| I. Housing Rental Assistance  | <b>27</b>     |
| <b>Section III, Incentive Strategies</b>  |               |
| A. Expedited Permitting   | <b>28</b>     |
| B. Ongoing Review Process   | <b>28</b>     |
| C. Flexibility in Densities   | <b>29</b>     |
| D. Modification of Impact Fee Requirements  | <b>29</b>     |
| E. Allowance of Accessory Dwelling Units  | <b>29</b>     |
| F. Inventory of Public Lands Suitable for Affordable Housing                                | <b>29</b>     |
| <b>Exhibits</b>   | <b>30</b>     |
| A. Administrative Budget for each fiscal year covered in the Plan                           |               |
| B. Timeline for Estimated Encumbrance and Expenditure                                       |               |
| C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan             |               |
| D. Signed LHAP Certification  |               |
| E. Signed, dated, witnessed or attested adopting resolution                                 |               |
| F. Community Land Trust Purchase Assistance Additional Information                          |               |
| G. <u>Interlocal Agreement, Leon County, Florida &amp; the City of Tallahassee, Florida</u> |               |



**I. Program Details:**

**A. LG(s)**

|   |             |
|---|-------------|
| Name of Local Government                        | Leon County |
| Does this LHAP contain an interlocal agreement? | No          |
| If yes, name of other local government(s)       | N/A         |

**B. Purpose of the program:**

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026**

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited via advertising of public meetings and the Public Hearing for the Affordable Housing Advisory Committee to adopt their Report of Recommendations. Public input was also obtained through meetings with housing providers, social service providers, local lenders, neighborhood associations and Affordable Housing Advisory Committee meetings.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A waiting list will not be established when there are eligible applicants for strategies that no longer have funding available.

Priorities: The following priorities for funding described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II: The County will accept applications during the advertised "Application Period" which will be at least 30 days. Once the application period ends, eligible applications will



be categorized based on the most appropriate program strategy to address their needs and prioritized based upon the following ranking priority:

1. Special Needs Households
  - a. Very low
  - b. Low
  - c. Moderate (If Applicable)
2. Essential Services Personnel
  - a. Very low
  - b. Low
  - c. Moderate (If Applicable)
3. Non-Special Needs and Non-ESP
  - a. Very Low
  - b. Low
  - c. Moderate (If Applicable)

If funds are available after applications are categorized and set asides have been met, funds will be expended on a first qualified first served basis.

- J. Discrimination:** In accordance with the provisions of Section 760.20-760.37 Fla. Stat., it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support and counseling services are available from various sources in the community. The County will provide Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling through referral to qualified HUD approved agencies, which includes, but is not limited to, Tallahassee Lenders Consortium. The County will provide title clearing and estate planning services through referral to qualified legal aid agencies.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

|                          |   |
|--------------------------|---|
| U.S. Treasury Department | X |
| Local HFA Numbers        |   |

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

*“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the*





*households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
  
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer, when required as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible non-profit organizations for purchase at the current market value for continued occupancy by eligible persons.

- P. Administrative Budget:** A line-item budget of proposed Administrative Expenditures is attached as Exhibit A. Leon County finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

***Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:** “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”*

***Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:** “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.”*

The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

| Entity                           | Duties  | Admin. Fee Percentage |
|----------------------------------|---|-----------------------|
| Local Government                 | All Strategies Other than Down Payment Assistance | 8%                    |
| Third Party Entity/Sub-recipient | Down Payment Assistance Program Strategies        | 2%                    |



**R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

**S. Project Delivery Costs:** The County will charge a reasonable project delivery cost that will not exceed three percent (3%) of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.

1. Title Search
2. Recordation Fee
3. The County will utilize a contractor to assess the appropriate level of housing rehabilitation necessary to improve accessibility and enhance independence for participating households having special needs.
4. The County may utilize a contractor to assess home(s) and provide a professional Home Inspection Report to be used to generate a scope of work.
5. To determine post-Home Replacement or post-Home Rehabilitation (when livable square footage is added to the home), the County may:
  - i. contract with a Real Estate Agent/Realtor to provide a Broker Price Opinion and/or
  - ii. contract with a Certified Residential Appraiser to provide an appraisal.

**T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel and active U.S. Armed Forces Service Members.

**U. Describe efforts to incorporate Green Building and Energy Saving products and processes:**

The County will require participating homeowners to obtain a Home Energy Audit from their electric service provider if they are eligible for Home Rehabilitation and/or whenever a Heating, Ventilation and Cooling unit is being considered for replacement. The findings of the audit will be used to incorporate repairs into a cost-effective scope of work that are intended to increase the energy efficiency of the home and possibly lead to lower heating and cooling costs.

Additionally, the County and/or sponsors will, when economically feasible, employ the following Green Building requirements on Home Rehabilitation, Home Replacement, Emergency Repairs & Disaster Resilience, Homeownership Development or Rental Development:

1. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - a. Toilets: 1.4 gallons/flush or less;
  - b. Faucets: 1.5 gallons/minute or less;
  - c. Showerheads: 2.0 gallons/minute or less;



2. Energy Star certified exhaust/ventilation fans in all bathrooms;
3. Energy Star certified water heater minimum efficiency specifications;
4. Energy Star certified lighting and ceiling fans with lighting;
5. Energy Star certified Air Conditioning unit(s) with minimum SEER of 14. Packaged units are allowed in studios and one-bedroom units with a minimum of 11.7 EER;
6. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
7. Energy Star certified refrigerator;
8. Energy Star certified dishwasher, if provided;
9. Energy Star certified washing machine, if provided in units.

**V. Describe efforts to meet the 20% Special Needs set-aside:** The County will continue to obtain referrals from partner social service agencies serving the targeted population to achieve the goal of the special needs set-aside. The goal will be met through Housing Rehabilitation, Home Replacement, Down Payment Assistance, Emergency Housing Repair & Housing Resilience, Homeownership Development, Rental Development, and Rental Assistance program strategies. The County will utilize a contractor to identify ways to improve the accessibility of homes and enhance independence for participating households having special needs through the Home Rehabilitation and Home Replacement program strategies.

**W. Describe efforts to reduce homelessness:** The County will collaborate with the Big Bend Continuum of Care and other agencies serving the target population to assist in rapid rehousing and to prevent homelessness primarily through the Rental Subsidy program strategy, the Leon County Direct Emergency Assistance Program (DEAP) and the Leon County Veteran Emergency Assistance Program (VEAP). When funding is available, Leon County may use SHIP funds to place this target population in rental or transitional housing for the purpose of providing a stable housing situation pursuant to applicable program strategies herein.

**Section II. LHAP Strategies:**

|                                   |           |
|-----------------------------------|-----------|
| <b>A. Down Payment Assistance</b> | Code 1, 2 |
|-----------------------------------|-----------|

a. Summary: Funds will be awarded to First Time Homebuyers for down payment and closing costs for new and existing homes, including homes purchased from a community land trust (CLT).

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate (Moderate not eligible for purchase in CLT)

d. Maximum award:

| Income Category | Existing Homes not Rehabilitated<br>OR not in a CLT | CLT Homes | Newly Constructed or<br>Rehabilitated Homes |
|-----------------|---|-----------|---|
| Very Low        | \$10,000  | \$20,000  | \$25,000                                    |
| Low             | \$10,000  | \$20,000  | \$25,000                                    |
| Moderate        | \$7,500   | N/A       | \$20,000                                    |

- Newly constructed homes are defined as homes that have never been occupied; and have obtained a certificate of occupancy within the 12-months preceding the purchase; or was built as a model home.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- Rehabilitated homes are defined as existing homes that receive repairs or rehabilitation needed for safe or sanitary habitation, correction of substantial code violations, the creation of additional living space or other repairs approved by the Leon County Division of Housing Services and are paid by the seller, the buyer or another source. Proof that the repair or rehabilitation was completed within the 12-months preceding purchase must be provided prior to closing unless a first mortgage renovation loan (FHA 203k, Freddie Mac, Fannie Mae or similar lender managed renovation purchase and renovation loan) is used to pay for the rehabilitation. When a first mortgage renovation loan is used, the project must be completed, including proof of payment, and the home must be occupied within six months of closing.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 10 years for Fee Simple; 30 years for CLT
4. Forgiveness: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
5. Repayment: Not required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
  - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.) If sold in a CLT, the loan will not be determined to be in default if the sale is approved by the CLT and provision is made for the subsequent income eligible purchaser to assume the loan to ensure homes remain affordable;
  - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
  - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
  - Homeowner fails to maintain homeowner's insurance.
  - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
    - purpose of preventing foreclosure;
    - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
    - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

f. Recipient Selection Criteria:

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- Applications will be ranked for assistance based on a first-qualified, first-ready-to-close basis.
- A recipient must secure a first mortgage by an approved lender.
- A recipient must be able to contribute five hundred dollars (\$500.00) towards the transaction but their total liquid assets (liquid assets include all assets that can be accessed without penalty) may not exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Homebuyer Education
  - Fee Simple homebuyers must complete an approved homebuyer education class from a HUD certified agency and obtain a certificate of completion.
  - CLT homebuyers must complete a homebuyer education class from a HUD certified agency that contains a community land trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of community land trust homeownership and obtain a certificate of completion.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- All eligible units must be in unincorporated Leon County.
- Mobile homes are not eligible for this program.
- Households receiving Down Payment assistance must obtain and maintain homeowner's insurance for the duration of the lien period.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance are not eligible for this program.
- Leon County will be placed in second lien position behind the first mortgage for all Down Payment Assistance transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).
- Down Payment Assistance can be used on properties previously assisted with SHIP funds that have a Land Use Restriction Agreement (LURA), deed restriction and/or an assumable conveyance agreement with affordability covenants if the maximum subsidy was not provided to the previous homebuyer(s).
- Except for Disaster Recovery, previous Down Payment Assistance recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination. Down Payment Assistance may be provided simultaneously with Home Ownership Development to a recipient eligible for both strategies.

Terms for CLT home purchases: Purchase assistance is assumable by an income-eligible purchaser. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the CLT. Otherwise, no repayment is required during the term of the loan, provided the loan remains in good standing.

Please see Exhibit F for additional instructions and information for CLT purchases.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



|                                      |         |
|--------------------------------------|---------|
| <b>B. Home Ownership Development</b> | Code 10 |
|--------------------------------------|---------|

a. Summary: SHIP funds will be awarded to for-profit and not-for-profit organizations, including Community Land Trusts (CLT), for land acquisition, infrastructure and development costs, and all other associated fees and permits for the construction of housing units to pay-down the development costs to further reduce the sale price to income eligible First Time Homebuyers.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low

d. Maximum award: \$100,000 per unit

One hundred percent (100%) of the County's investment shall be converted to an assumable mortgage with a Land Use Restriction Agreement (LURA), deed restriction, and/or other affordability restrictions or covenants to the benefit of the prospective homebuyer subordinate to the first mortgage to ensure homes remain affordable ~~for at least 30 years in perpetuity~~. A CLT will satisfy this requirement. Please see Additional Terms and Exhibit F for additional instructions and information.

e. Terms:

Sponsor Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage, note and restrictive covenant.
2. Interest Rate: 0%
3. Years in loan term: Up to 18 months
4. Forgiveness: If the loan is in good standing upon sale of the property to an eligible homebuyer with affordability restrictions and/or covenants (homes built on land in a CLT satisfies this requirement) to ensure homes remain affordable in ~~for at least 30 years~~perpetuity, the loan will be considered paid in full, the loan will be reflected in the contract for sale to the benefit of the eligible homebuyer and the County will satisfy the promissory note and release restrictive covenant with the Developer.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be in default if: the developer fails to construct and sell the assisted unit(s) with affordability restrictions and/or covenants recorded on the property to an eligible homebuyer within six (6) months after the final certificate of occupancy is issued and within the contractual timeframe. The County will recapture the subsidy and/or property within ninety (90) days of maturity of the recorded Mortgage Agreement.

Homebuyer Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 5% per year following the tenth year in the loan term.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs:
  - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.). The loan will not be considered in default if the loan to be assumed is reflected in the contract for sale, the loan is assumed by an income-eligible purchaser, and the sale is approved by the County or CLT to ensure homes remain affordable for at least 30 years in perpetuity;
  - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
  - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
  - Homeowner fails to maintain homeowner's insurance.
  - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
    - purpose of preventing foreclosure;
    - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable-rate mortgage (ARM) to a fixed rate mortgage;
    - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

- f. Homebuyer Selection Criteria:
  - Applications will be ranked for assistance based on a first-qualified, first-ready-to-close basis.
  - Recipients must secure a first mortgage by an approved lender.
  - Recipients' total liquid assets (liquid assets include all assets that can be accessed without penalty) may not exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
  - Homebuyer Education
    - Fee Simple homebuyers must complete an approved homebuyer education class from a HUD certified agency and obtain a certificate of completion.
    - CLT homebuyers must complete an approved homebuyer education class from a HUD certified agency that contains a community land trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of community land trust homeownership and obtain a certificate of completion.
- g. Sponsor Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



Sponsors/developers are required to be awarded construction financing through other local, state, federal, private programs, or show sufficient liquid assets necessary to construct new affordable homes. Funding for each project will be based upon the gap demonstrated by the developer in the project budget. The project gap is the difference between the cost incurred by the developer to construct the unit and the sales price the market will bear to sell the unit to an eligible buyer.

Not-for-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The not-for-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households.

For-profit sponsors administering the program must have experience performing housing activities for eligible households.

The criteria to select for-profit or non-profit agencies may include, but is not limited to, the following:

- Consistency of the project with basic goals and objectives of the County;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the County;
- The capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Willingness to contractually commit to SHIP and other County requirements;
- Agreement to select recipients based on compliance with all eligibility requirements imposed by the program;
- Preference shall be given to 1) Community Land Trusts and 2) not-for-profit entities; and
  - Sponsors with verified site control;
  - Sponsors with membership in the Homeownership Pool Program; and
  - Sponsors that employ personnel from the Welfare Transition Program.

**h. Additional Information:**

- All eligible units must be in Leon County.
- Units to be developed shall be site-built; or block structures; or modular homes. Mobile homes are not eligible for this program.
- Homes may not be developed in a 100-year flood plain or on properties that a first mortgage lender would require to be covered by flood insurance.
- Leon County will be placed in second lien position behind the first mortgage for all homebuyer transactions unless authorization is received from the Leon County Division of Housing Services to be placed in third (3rd) or fourth (4th).
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- Homebuyer may not be a family or household member of any principal member of the awarded developer's organization. "Family or household member" includes spouses, former spouses, non-cohabitating partners, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who have a child in common regardless of whether they have been married or have resided together



**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



at any time.

- Except for Disaster Recovery, previous Homeownership Development homebuyers are not eligible to receive additional SHIP assistance until ten (10) years after lien origination. Down Payment Assistance maybe provided simultaneously with Home Ownership Development by a recipient eligible for both strategies if needed.
- If funds are given to an entity that is not a CLT, a Land Use Restriction Agreement (LURA) deed restriction, and/or other affordability restrictions or covenants shall be recorded in the county records ensuring permanent affordability.

Homeownership Development assistance is assumable to an income-eligible purchaser. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the County or the CLT. The loan to be assumed will be reflected in the contract for sale to the benefit of the eligible subsequent homebuyer and the County will satisfy the existing mortgage & promissory note.

Please see Exhibit F for additional instructions and information for CLT purchases.

|                               |        |
|-------------------------------|--------|
| <b>C. Home Rehabilitation</b> | Code 3 |
|-------------------------------|--------|

|   |
|---|
| a. Summary: SHIP funds will be awarded to owner-occupied households in need of repairs for health, safety, insurability, correct code violations and to prepare for future disasters. This will include structural improvements, accessibility rehabilitation, repairs to support aging in place and water and sewer connections including tap fees. If the county finds that rehabilitation of the home is expected to surpass 50% of the current value of the home, replacement of the home will be considered. For homes that are at least 50 years old, replacement will be considered if rehabilitation of the home is expected to surpass 30% of the current value of the home. |
|---|

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low
- d. Maximum award: \$100,000 (which includes Emergency Repair assistance received while on the waitlist prior to December 14, 2021) for rehabilitation and may include \$2,500 for temporary relocation.
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: Five (5) years: \$0 - \$30,000; Ten (10) years: \$30,001 - \$75,000
  - 4. Forgiveness: If the loan remains in good standing, forgiveness is prorated in the following manner:
    - a. Five-year loans on a prorated basis of 20% per year
    - b. Ten-year loans on a prorated basis of 10% per year
  - 5. Repayment: Not required if the loan is in good standing.
  - 6. Default: The loan will be determined to be in default if any of the following occurs:
    - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- foreclosure, etc.);
- Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
  - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
  - Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
  - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
    - purpose of preventing foreclosure;
    - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
    - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, applicants who have not previously received rehabilitation assistance from Leon County and income groups as referenced in Program Details (I).
- A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
  - A recipient must household qualify to meet the Special Needs set aside as established in Florida Statutes or have at least one-member age 55 years or older.
  - A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.
  - Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
  - A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- Rehabilitation projects of \$20,000 or more will be eligible for relocation assistance.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector’s Office and the household must qualify as “Special Needs” in accordance with Section 420.0004 Fla. Stat.
- A recipient must participate in a Leon County homeowner and SHIP program education workshop.
- Recipients who have homeowner’s insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
- Homes older than 50 years may not be eligible if determined to be of historical significance.
- Homeowner must obtain and/or maintain homeowner’s insurance.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance must have and maintain sufficient flood insurance coverage.
- ~~Combined loan-to-value, including the anticipated SHIP project quote, may not exceed one hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.~~
- Properties with a reverse mortgage are not eligible. However, the reverse mortgage limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- No contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.
- Except for Disaster Recovery, previous Home Rehabilitation recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination or after the lien matures, whichever is less.

|                            |        |
|----------------------------|--------|
| <b>D. Home Replacement</b> | Code 4 |
|----------------------------|--------|

a. Summary: SHIP funds will be awarded for the demolition and replacement of existing owner-occupied single-family homes to homeowners who qualify for Home Rehabilitation if the county finds that rehabilitation of the home surpasses 50% of the current value of the home. For homes that are at least 50 years old, replacement will be considered if rehabilitation of the home is expected to surpass 30% of the current value of the home.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- c. Income Categories to be served: Very low, low
  
- d. Maximum award: \$300,000 (which includes Emergency Repair assistance received while on the waitlist prior to December 14, 2021) for site built and modular homes, which includes \$2,500 for temporary relocation.
  
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 20 years
  - 4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 5% per year
  - 5. Repayment: Not required if the loan is in good standing
  - 6. Default: The loan will be determined to be in default if any of the following occurs:
    - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
    - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
    - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
    - Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain.
    - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
      - purpose of preventing foreclosure;
      - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
      - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
  - A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.

- A recipient must household qualify to meet the Special Needs set aside as established in Florida Statutes or have at least one-member age 55 years or older.
- A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.
- Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
- A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units, including Mobile Homes, shall be replaced with either site-built; or block structures; or modular homes. Mobile homes may be replaced with another mobile home during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- A recipient must participate in a Leon County homeowner and SHIP program education workshop.
- Recipients who have homeowner's insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
- Homes older than 50 years may not be eligible if determined to be of historical significance.
- The property may not be encumbered by an existing mortgage to be eligible for Home Replacement.
- Homeowner must obtain and maintain homeowner's insurance.
- Homes in a 100-year flood plain must obtain and maintain sufficient flood insurance coverage. No part of a replacement home shall be built in a 100-year flood plain.
- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- No contractor may have more than five home replacement/rehabilitation contracts at one time unless the contractor is the sole bidder for a home replacement/rehabilitation project.
- Except for Disaster Recovery, previous Home Replacement recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



|   |               |
|---|---------------|
| <b>E. Emergency Housing Repair &amp; Housing Resilience</b> | <b>Code 6</b> |
|---|---------------|

a. Summary: SHIP Funds will be awarded to owner-occupied households in need of rehabilitation or repair of their home related to a dire situation that needs to be mitigated immediately. Eligible rehabilitation or repairs are:

- remediation of an immediate health hazard to the occupants;
- elimination of a developing threat to the dwelling or infrastructure; or
- improving the home’s resilience to the impact of a future disaster.

SHIP funds may be awarded to applicants requiring emergency power generator installation if: 1. a member of the household meets the Special Needs set-aside criterion; and 2. a written statement from a healthcare provider indicating that electricity is a bona fide medical necessity.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low
- d. Maximum award: \$30,000
- e. Terms:
1. Repayment loan/deferred loan/grant:
    - Projects funded for more than \$1,650 will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
    - Projects funded for \$1,650 or less will be awarded as a grant. As a result, the following terms (2-6) only apply to deferred loans.
  2. Interest Rate: 0%
  3. Years in loan term: Five (5) years
  4. Forgiveness: If the loan remains in good standing, forgiveness is prorated at 20% per year
  5. Repayment: Not required if the loan is in good standing
  6. Default: The loan will be determined to be in default if any of the following occurs:
    - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
    - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
    - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
    - Homeowner fails to maintain homeowner’s insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
    - Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
      - purpose of preventing foreclosure;

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
- for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- A recipient must be the owner occupant of a home in an unincorporated area of Leon County (unless administering Disaster Recovery) for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
  - A recipient must be current on all property taxes (including assessments), mortgages, debts, or other security instruments associated with the property that may bring threat of foreclosure, tax lien, default, clouded title or other loss of ownership.
  - Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
  - A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars (\$30,000). However, the asset limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information:
- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office and the household must qualify as "Special Needs" in accordance with Section 420.0004 (13) Fla. Stat.
  - Recipients who have homeowner's insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
  - A recipient must review a Leon County homeowner and SHIP program education workshop.
  - Homes older than 50 years may not be eligible if determined to be of historical significance.
  - Homeowner must obtain and/or maintain homeowner's insurance.
  - Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



by flood insurance must have and maintain sufficient flood insurance coverage.

- ~~• Combined loan-to-value, including the anticipated SHIP project quote, may not exceed one hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.~~
- Properties with a reverse mortgage are not eligible. However, the reverse mortgage limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- The actual project quote may not exceed ninety percent (90%) of the value of the property or the maximum award.
- SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.
- Other than Disaster Recovery and Home Rehabilitation (only if Emergency Repairs were received while on the waitlist prior to December 14, 2021 and will be counted towards the maximum award if the applicant receives subsequent assistance), previous Emergency Housing Repair & Housing Resilience recipients are not eligible to receive additional SHIP assistance until five (5) years after lien origination.

|                             |            |
|-----------------------------|------------|
| <b>F. Disaster Recovery</b> | Code 5, 16 |
|-----------------------------|------------|

|    |   |
|----|---|
| a. | <p>Summary: The Disaster Strategy provides assistance to owner-occupied households following a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP funds may be used for activities such as, but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. purchase of emergency supplies for eligible households to weatherproof damaged homes;</li> <li>2. rental assistance (including security deposit) for eligible recipients that have been displaced from their homes due to a disaster;</li> <li>3. purchase assistance for eligible recipients that have been displaced from their homes due to a disaster;</li> <li>4. temporary utility, mortgage and/or rent payments for citizens financially impacted by a declared disaster.</li> </ol> <p>SHIP funds may also be used for Home Repair, Rehabilitation and Replacement activities that benefit homeowners in Leon County such as, but not limited to, the following:</p> <ol style="list-style-type: none"> <li>1. post-disaster interim repairs to avoid further damage and to make the individual housing unit habitable, such as roof repair and tree and debris removal;</li> <li>2. payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;</li> <li>3. elevation and/or rehabilitation or waterproofing of the structure or critical components to comply with local housing code and with Chapter 553, F.S.; and</li> <li>4. post-disaster repair, rehabilitation, demolition and/or replacement for structural and non-structural damages.</li> </ol> |
|----|---|



**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



If the maximum award herein is not sufficient to fully repair the structure, funds may be administered under the applicable Home Rehabilitation or Home Replacement Strategy established in this Plan.

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$30,000
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
  - 2. Interest Rate:
  - 3. Years in loan term: N/A
  - 4. Forgiveness: N/A
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applicants will be awarded assistance on a first-qualified, first-served however, Special Needs households, Very-Low and Low-income categories will be prioritized to meet SHIP requirements.

To benefit from Home Rehabilitation and Home Replacement activities, a recipient must be the owner occupant of a home. If the maximum award herein is not sufficient to fully repair the structure, a recipient household otherwise eligible for the Home Rehabilitation or Home Replacement strategies in this plan are not required to meet the Special Needs set aside or have at least one-member age 55 years or older.

- g. Sponsor/Sub-recipient Selection Criteria: Sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The non-profit agency must have in its mission statement, Articles of Incorporation, or bylaws that it is dedicated to provision of these services. In reviewing proposals from potential sponsor, the County shall consider the following criteria:
  - The financial strength of the sponsor;
  - The ability of the sponsor to complete repairs efficiently and meet the deadlines established by the County, SHIP rule or statute;
  - The capacity of the sponsor;
  - The level of experience;
  - Willingness to contractually commit to SHIP and other County requirements; and
  - Agreement to select recipients based on compliance with all eligibility requirements imposed by the program.

Eligible sponsors may assist in screening applicants, determining what disaster-resilient measures are necessary, and assisting applicants, directly or through subcontractors with disaster-resilient measures including installation, repair and construction. The County shall announce the availability of funding for this strategy on its website and/or in the local newspaper.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- h. Additional Information:
- Eligible units shall be either site-built or block structures; or modular homes; or mobile homes (built after June 1994).
  - Recipients who have homeowner’s insurance in place may be required to submit a claim to the insurer and use proceeds for repairs if the needed repairs are related to an event reasonably believed to be insurable.
  - Additional retrofitting activities that are eligible include, but are not limited to: waterproofing, elevating structures, elevating water heaters and heating/cooling units in flood prone areas; demolition; replacement; removal of trees and limbs which represent a hazard during high wind events; and other approved improvements.
  - As established in the Interlocal agreement between the County and the City of Tallahassee, the County may, in its discretion, administer its Disaster Recovery Program in coordination with the City and, as a result, may align its program rules with the City for equitable administration.
  - SHIP funds may be used alone or in conjunction with CDBG and any other Housing funds to cover the cost of repairs described under this strategy.

|                                 |        |
|---------------------------------|--------|
| <b>G. Foreclosure Avoidance</b> | Code 7 |
|---------------------------------|--------|

|    |   |
|----|---|
| a. | Summary: SHIP Funds will be awarded to owner-occupant households to bring the existing first mortgage of their primary residences current to avoid foreclosure. |
|----|---|

- b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$7,500
- e. Terms:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
  2. Interest Rate: 0%
  3. Years in loan term: Ten (10) years
  4. Forgiveness: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
  5. Repayment: Not required if the loan is in good standing.
  6. Default: The loan will be determined to be in default if any of the following occurs:
    - Homeowner sells, transfers or disposes of the assisted unit (by either sale, transfer, bankruptcy or foreclosure, etc.);
    - Homeowner no longer occupies the unit as his/her principal residence or qualifies for Homestead Property Tax Exemption;
    - Homeowner dies, or if a married couple, the survivor dies. However, the loan may be assumed by

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

- Homeowner fails to maintain homeowner's insurance and flood insurance, if in a 100-year flood plain or required by a first mortgage lender to be covered by flood insurance.
- Homeowner refinances the assisted unit. However, refinancing is allowed under the following conditions:
  - purpose of preventing foreclosure;
  - lowering the interest rate that results in a minimum monthly mortgage payment reduction of at least seventy-five (\$75.00) dollars per month or to change from an adjustable rate mortgage (ARM) to a fixed rate mortgage;
  - for payment of outstanding bills with no cash out to the homeowner unless the funds are to finance repairs needed to resolve a threat to the health and safety of the occupants or to prevent further damage to the structure.

If a superior mortgage holder accelerates the loan or forecloses upon the home, the County will attempt to obtain repayment of funds via the legal process if the County determines that adequate funds may be available to justify pursuing repayment.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel and income groups.
- A recipient must be the owner occupant of a home in an unincorporated area of Leon County for at least a year prior to application and qualify for Homestead Property Tax Exemption; or if the property has not been owned for at least a year, the needed repair, improvement or modification must be related to a circumstance that could not have reasonably been known prior to purchase of the property.
  - A recipient may not have a reverse mortgage and must be current on all property taxes (including assessments), or other obligations associated with the property that may bring threat of tax lien, default, clouded title or other loss of ownership.
  - Prior to participation, a recipient will be required to make code related improvements that are not repair oriented (i.e. nuisance, trash, environmental or health codes). Such improvements must be made if there is an active code complaint.
  - A recipient may not have total liquid assets (liquid assets include all assets that can be accessed without penalty) that exceed Thirty Thousand Dollars (\$30,000).
  - Applicant(s) must be at least two (2) months, but not more than six (6) months, in arrears in mortgage payments and have received notification in writing from their lender that proceeding to foreclosure is eminent. The maximum arrears for eligibility will be determined by the Lender's willingness to accept program maximum award to solve the client's issue via direct payment, modification, repayment plan, reinstatement, or any other viable solution acceptable to the client and Lender.
  - Applicant(s) must have received in writing, from their lender, a denial of default resolution, forbearance, or payment arrangement.
  - Applicant(s) must provide proof of sufficient income to maintain all mortgages and property taxes after foreclosure assistance is received. The ability to pay the affordable mortgage after receiving program assistance. Affordable means that monthly mortgage payments including taxes and

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Section 420.9071 (19), (20) and (28), F.S.

- A hardship letter, as detailed in the Qualification Criteria must demonstrate the nonpayment of the mortgage is due to: sudden loss of income, sudden medical expenses, divorce or separation, death of spouse or joint-property owner, or unforeseen home repair bills.
- If approved to receive assistance, the applicant(s) must demonstrate:
  - Proof of completion in a credit counseling/budgeting course offered by an approved local provider.
  - Proof of residency in the unincorporated area of Leon County.
  - Assistance being sought is for the applicant(s) primary residence.
  - Applicant(s) must demonstrate proof of extraordinary hardship. Assistance will be provided where an extraordinary hardship exists and has been demonstrated through adequate documentation, resulting in the delinquency on the first mortgage. If the applicant(s) has a variable rate mortgage, the applicant(s) must agree and show proof of approval for a modified fixed rate mortgage. Examples of an extraordinary hardship include, but are not limited to:
    - Loss of employment, through no fault of the applicant; however, the applicant has secured new employment.
    - Substantial decrease in the household income, through no fault of the applicant(s).
    - Temporary or permanent disability that reduces income.
    - Changes in the household composition that reduces income.
    - Demonstrated medical hardship.
    - Weather events such as fire, hurricane, or other disaster, resulting in unforeseen home repair bills not covered by the Federal Emergency Management (FEMA).
    - Substantial increase of the mortgage payment due to participation in an adjustable-rate mortgage or "ramp up" mortgage.
    - Substantial increase in payment due to escrow shortages.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

- Eligible units shall be either site-built or block structures; modular homes; or mobile homes (built after 1994). Mobile homes assisted with SHIP funds must be registered as real property with the Leon County Tax Collector's Office and the household must qualify as "Special Needs" in accordance with Section 420.0004 Fla. Stat.
- Homeowner must obtain and/or maintain homeowner's insurance.
- Homes in a 100-year flood plain or properties required by a first mortgage lender to be covered by flood insurance must have and maintain sufficient flood insurance coverage.
- Combined loan-to-value, including the anticipated SHIP lien, may not exceed one-hundred twenty percent (120%) of the value of the property. However, the loan-to-value limitation will be suspended during recovery from a disaster that is declared by an Executive Order of the President of the United States or the Florida Governor and to expend SHIP Disaster Recovery funds.
- Properties with a reverse mortgage are not eligible.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- Except for Disaster Recovery, previous Foreclosure Avoidance recipients are not eligible to receive additional SHIP assistance until ten (10) years after lien origination.

|   |             |
|---|-------------|
| <b>H. Rental Development &amp; Rehabilitation</b> | Code 14, 21 |
|---|-------------|

a. Summary: SHIP Funds will be awarded to developers that are awarded financing through other programs to build new or to rehabilitate affordable rental units (single family detached or multi). In cases where a development is being proposed that includes at least 30% Special Needs units, the County may provide a larger amount of the overall construction financing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low

d. Maximum award: \$300,000

Single Family Maximum: \$50,000 per unit – Non-homeless, \$75,000 per unit – Special Needs & Homeless

Multi Family Maximum: \$50,000 per unit, Up to \$200,000 per multi-unit project maximum

(\$100,000 may be added to the project maximum if 30% of units are set aside for Special Needs households). However, Leon County may use SHIP funds to meet the minimum LGAOF requirement to support a 9% Low Income Housing Tax Credit application.

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 30 years.
4. Forgiveness:
  - a. For-profit developers: If the loan remains in good standing, assistance will be forgiven at the end of the loan term.
  - b. Non-profit developers: Loan is forgiven on a prorated basis beginning in year ten until year 30 at 5% annually.
5. Repayment: Not required if the loan is in good standing.
6. Default: The loan will be due and payable before the end of the term only if the units are sold or are no longer occupied by income-eligible households or used to house eligible households or persons who are homeless (if homeless rental development). Units must remain affordable for at least 30 years.

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



If the property is foreclosed by a superior mortgage holder, the County will make every effort to recapture funds through the legal process if it is determined that adequate funds may be available after satisfaction of all superior liens.

In the event the sponsor ceases to use the property to house eligible households or persons who are homeless, does not maintain the property to meet minimum housing quality standards, or offers the property for sale prior to the end of the term of the loan, the sponsor must give a right of first refusal to the Community Land Trust then an eligible not-for-profit, for purchase at the current market value for continued occupancy by eligible persons.

- f. Recipient/Tenant Selection Criteria: Applications from potential tenants will be reviewed for eligibility by the program sponsors and will be ranked for assistance based on a first-qualified, first-served basis with the priorities for eligible households or persons who are homeless (if homeless rental development), Special Needs, Essential Services Personnel and income groups as referenced in Program Details (I).
- g. Sponsor Selection Criteria: Applications from potential sponsors will be reviewed on an ongoing basis if funding is available.

Sponsors/developers are required to be awarded construction financing through other local, state, federal, or private housing programs to construct new affordable rental units. This funding may be used as gap financing required for the project.

Not-for-profit sponsors used to implement this program must have received a tax-exempt ruling as a non-profit agency from the IRS under Section 501(c) of the Internal Revenue Code. The not-for-profit must have in its mission statement, Articles of incorporation, or bylaws that it is dedicated to the provision of housing and services for eligible households or persons who are homeless (if homeless rental development).

For-profit sponsors administering the program must have experience performing housing activities for eligible households or persons who are homeless (if homeless rental development).

Sponsors/developers seeking funding for the construction of multifamily rental developments are required to set aside a minimum of five percent 5% of units for individuals or families exiting homelessness.

The criteria to select for-profit or non-profit agencies may include, but is not limited to, the following:

- Consistency of the project with basic goals and objectives of the County;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the County;
- The capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Willingness of the sponsor to contractually commit to SHIP and other County requirements; and
- Agreement to select tenants based on compliance with all eligibility requirements imposed by the program;

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



- Preference shall be given to 1) Community Land Trusts and 2) not-for-profit entities; and
  - Sponsors with verified site control; and
  - Sponsors that employ personnel from the Welfare Transition Program.

h. Additional Information: Eligible units shall be either site-built or block structures; modular homes.

The County shall conduct annual monitoring visits or rely on the monitoring reports resulting from monitoring visits conducted as a requirement for other federal, state, or local funding sources to verify that the development is compliant with SHIP affordable housing rules, requirements and the terms herein.

To the maximum extent possible, the County and all contracted agencies shall encourage the incorporation of energy efficiency features, and green building and design techniques into rehabilitation or construction projects for sustainability and affordability.

All eligible units must be in Leon County. Any homes on the National Registry of Historic Places may not be eligible.

|                                     |               |
|-------------------------------------|---------------|
| <b>I. Housing Rental Assistance</b> | Code 13,23,26 |
|-------------------------------------|---------------|

a. Summary: SHIP funds will be awarded for: (1) first and last month’s rent, security and utility deposit assistance, moving costs and storage fees; and (2) past due rent and late fees not to exceed six months’ rent to prevent eviction and (3) Rent Subsidies paying the monthly rent for up to 12 months. To be eligible for Rent Subsidies, the household receiving assistance must include at least one adult who is a person with special needs as defined in S. 420.0004 (13) or homeless as defined in S. 420.621 and be considered very-low income.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low and Low

d. Maximum award: \$10,000

e. Terms:

1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Applicants who are homeless or at risk of homelessness (i.e., seeking eviction prevention) will be referred to the local Continuum of Care Coordinated Entry system, as appropriate and be assisted on a first-qualified, first-served basis. Applicants with one or more special needs household members may apply directly to the Leon County Housing Division or may be referred by

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



a special needs service provider. If applications are received simultaneously, priority will be given to the household with the lowest income.

- g. Sponsor Selection Criteria: Sponsors may be selected to administer the Rental Subsidies program. Criteria for selection of sponsor organization will include:
1. Past experience working with the target population;
  2. Past experience administering similar rental assistance programs;
  3. Financial and human resource capacity to administer the program;
  4. Participation in the Continuum of Care Coordinated Entry system; and
  5. Such other criteria as may be determined appropriate.
- h. Additional Information:
- All eligible units must be in unincorporated Leon County.
  - A twelve (12) month lease is required.
  - Rent Subsidy is provided to households once in a lifetime.
  - Reentry and Eviction Prevention recipients are eligible to receive additional SHIP assistance one (1) year after assistance is provided.

**III. LHAP Incentive Strategies**

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

**A. Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The procedures used to implement this strategy are as follows:

Leon County expedites permitting of affordable housing projects by administrative direction, close coordination and teamwork. Specific processes that have been established include:

- 1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.
- 2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.
- 3) The Director of the Office of Human Services & Community Partnerships and the staff are the designated liaisons with the Affordable Housing Program and assists with the resolution of difficult permitting issues.

These processes will promote a reduction in building permitting time for affordable housing projects by 50% from the average of ten (10) days to an average of five (5) days.



**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



**B. Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The procedures used to implement this strategy:

By administrative direction, all Local Comprehensive Plan and Land Development Regulations (LDR) with the potential to impact the cost of affordable housing are referred to the Leon County Division of Housing Services. Any of these Plan or LDR amendments potentially affecting affordable housing costs can be brought up to a meeting of the Department of Development Support and Environmental Management, the Planning Department, and the Division of Housing Services for modification and transmittal to the Board of County Commissioners or other appropriate review or approval entities.

**C. Flexibility in Densities**

The allowance of flexibility in densities for affordable housing.

The procedures used to implement this strategy:

The Land Development Code (LDC) provides incentives for affordable housing regarding the required review level. For example, projects with 50% or more affordable housing units can have their review threshold increased by 50% thereby potentially allowing a lower review level leading to potentially lower permitting costs. [Section 10-7.402(4)(h) of the LDC]

**D. Modification of Impact Fee Requirements**

The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

The procedures used to implement this strategy:

The County eliminated its transportation impact fee in 1995; therefore, housing developers do not pay any county impact fees. The Public Works Department supports affordable housing by waiving landfill dumping (tipping) fees for disposal of construction debris by the County's affordable housing contractors.

**E. Allowance of Accessory Dwelling Units**

The allowance of affordable accessory residential units in residential zoning districts.

The procedures used to implement this strategy:

The LDC allows accessory dwelling units in conjunction with the following principal structures: single-family detached dwellings; retail establishments; offices; and principal industrial structures. [Section 10-6.803(b) of the LDC]

**F. Inventory of Public Lands Suitable for Affordable Housing**

**SHIP LHAP Template 2016-001**  
**[eff. Date 7/1/2023]**



The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

The procedures used to implement this strategy:

County staff prepares, and makes available to the public, a printable inventory of County-owned lands suitable for affordable housing.

**IV. EXHIBITS:**

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.
- F. Community Land Trust Additional Instructions and Information.
- G. Interlocal Agreement, Leon County, Florida & the City of Tallahassee, Florida

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval to Submit a Florida Department of Environmental Protection Grant Application for the Woodville Sewer System Project

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Roshaunda Bradley, Director, Office of Management and Budget<br>Brent Pell, Director, Public Works<br>Charles Wu, Director, Engineering Services, Public Works |
| <b>Lead Staff/ Project Team:</b>    | Eryn Calabro, Principal Budget and Grants Coordinator<br>Anna Padilla, Stormwater Management Coordinator  |

### **Statement of Issue:**

This item seeks Board approval to submit a Water Quality Improvement Grant application to the Florida Department of Environmental Protection for the Woodville Sewer System Project for \$10 million.

### **Fiscal Impact:**

This item has a fiscal impact. The grant application seeks \$10 million for the Woodville Sewer System Project from the Florida Department of Environmental Protection. The grant application includes a local contribution in the amount of \$2 million, which, based on previous Board direction, will be provided from the County's share of water quality sales tax revenues.

### **Staff Recommendation:**

Option #1: Approve the submission of a grant application to the Florida Department of Environmental Protection in the amount of \$10 million for the Woodville Sewer System Project.

## Report and Discussion

### **Background:**

This item seeks Board approval to submit a Water Quality Improvement Grant application to the Florida Department of Environmental Protection (FDEP) for the Woodville Sewer System Project for \$10 million. If awarded, the Woodville Sewer System Project grant funding would advance the County's commitment to provide sewer service in southern Leon County by generating new State funding for constructing the next phase (Phase 2) of the Woodville Sewer System Project. The next phase of the Woodville Sewer project includes Oak Ridge Road East, Natural Bridge Road, and areas between Summerhaven Drive and Natural Bridge Road on both sides of Woodville Highway. According to the FDEP eligibility guidelines, grant applications that provide a local cost share are prioritized; however, a local match is not required. The Woodville Sewer System Project grant application includes a local contribution in the amount of \$2 million which is provided from the County's share of water quality sales tax revenues. Consistent with the County's Grant Application Approval Process (Policy No. 23-1), Board approval is required to submit a grant application when the local match exceeds \$250,000.

The application will support the County's continued effort to secure needed grant funding for the on-going Woodville Sewer System Project. To maximize grant leveraging opportunities, on February 20, 2024, the Board authorized the submission of a Northwest Florida Water Management District (NFWMD) Springs Restoration Grant application for up to \$10 million for the Woodville Sewer System Project. The additional FDEP grant in this agenda item does not compete with that grant application, but provides an additional leveraging opportunity should the County not be awarded the full amount of the NFWMD grant. It is anticipated that notification of the NFWMD grant award will be late 2024.

This grant application advances the following FY2022-FY2026 Strategic Initiatives:

- *Continue to work with the state to seek matching grants to convert septic to sewer systems and support septic system upgrades. (2022-11, rev. 2023)*
- *Ensure County's water quality and stormwater regulations, programs and projects are evaluated and implemented holistically to advance the County's adopted strategic priority: to protect the quality and supply of our water. (2022-16)*
- *Upgrade or eliminate 500 septic tanks in the Primary Springs Protection Zone (BG2)*

These particular Strategic Initiatives aligns with the Board's Environment Strategic Priorities:

- *(EN1) Protect the quality and supply of our water.*
- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*

The Board has long prioritized the protection of local natural resources and waterbodies in Leon County. The County has set high goals to convert septic systems to sewer service and has invested significantly in water quality improvements in southern Leon County. Through adoption of the Leon County Water Quality and Springs Protection Infrastructure Improvement Plan (Springs

Improvement Plan), Leon County and FDEP allocated over \$63 million to ultimately provide sewer service to over 1,500 properties on septic tanks as well as funding to assist nearly 300 property owners in converting existing conventional septic systems to advanced nitrogen-reducing systems, all within the Wakulla Springs Priority Focus Area (PFA).

Funding is available in the State FY 2024-2025 budget through the FDEP for water quality improvement projects. Eligible projects include those that protect the quality of water that flows to and from springs, including septic-to-sewer and septic upgrade projects.

The application deadline for the FDEP Water Quality Improvement Grant is July 15, 2024, and projects should be completed within 24-36 months or less. Construction-ready projects will be prioritized over projects that include a design component. The analysis section provides additional details on the Woodville Sewer Project identified for the FDEP grant opportunity and how it meets the grant requirements.

**Analysis:**

The FDEP Water Quality Improvement Grant assists communities in implementing projects that improve the quality of waterbodies that do not meet current State water quality standards or projects that are within an area where FDEP has adopted a plan to improve the water quality of a waterbody, including Wakulla Springs.

Public Works staff reviewed the County's Capital Improvement Program (CIP) project list, strategic initiatives, and priorities against the program eligibility requirements to determine the best County projects to apply for this grant opportunity. Projects were reviewed based on their current status in the design and right-of-way acquisition phases and evaluated on the ability to construct the project within FDEP's desired timeframe of 24-36 months. As detailed below, this item seeks Board approval to submit an application for the FDEP Water Quality Improvement Grant for the County's Woodville Sewer System Project for \$10 million. Since the Woodville Sewer Project meets the grant criteria, it is anticipated that applying for this grant opportunity in addition to the NFWFMD grant discussed in the background section will increase the likelihood of success in securing needed grant funding for this project.

*Woodville Sewer System Project*

The Woodville Sewer System Project meets the intent of FDEP's Water Quality Improvement Grant by improving the water quality flowing to Wakulla Springs. As reflected above, the County and FDEP have allocated \$63 million for a series of southside sewer projects (Woodville, NE Lake Munson, Belair/Annawood, and Woodside Heights). Of that amount, and thus far, the Woodville Sewer System Project has been funded at \$19.1 million of its total estimated project cost of \$102.3 million. The remaining three phases of the Woodville Sewer System Project require an additional \$83.2 million to construct and will add over 800 additional properties to sewer. This grant seeks \$10 million in new State funding toward the next phase (Phase 2) of the project. The \$10 million grant request in the application includes a local contribution commitment. Based on previous Board direction, the County contribution would be provided from the County's share of the sales tax water quality and stormwater project funding.

Title: Approval to Submit a Florida Department of Environmental Protection Grant Application for the Woodville Sewer System Project

July 9, 2024

Page 4

---

The FDEP Water Quality Improvement Grant application deadline is July 15, 2024. If approved by the Board, Leon County will submit a grant application for the Woodville Sewer Project prior to the deadline. It is anticipated that notification of the grant awards will be in late 2024. Should the County application be successful, an additional agenda item will be brought back to the Board for approval and acceptance of the grant.

**Options:**

1. Approve the submission of a grant application to the Florida Department of Environmental Protection in the amount of \$10 million for the Woodville Sewer System Project.
2. Do not approve the submission of a grant application to the Florida Department of Environmental Protection in the amount of \$10 million for the Woodville Sewer System Project.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Notice of Funding Opportunity for FDEP Water Quality Improvement Grants

# PROTECTING TOGETHER

For the Fiscal Year 2024-25 grant proposal request, the department has combined the portal for four water quality improvement grants and encourages entities to apply for each grant program for which they are eligible. These grant programs include:

- The Water Quality Improvements Grant Program.
- The Indian River Lagoon Water Quality Improvements Grant Program.
- The Biscayne Bay Water Quality Improvements Grant Program.
- The Caloosahatchee Water Quality Improvements Grant Program.

Additional information is available in this fact sheet for each of these grants. For all water quality improvement grants discussed below, eligible project proposals must be submitted by nonstate entities. Typically, this means local governments, universities or nonprofit organizations.

## Water Quality Improvements Grant Program

To be eligible for funding, a project must improve the quality of waters that:

- Are not attaining nutrient or nutrient-related standards;
- Have an established total maximum daily load; or,
- Are located within a [basin management action plan \(BMAP\) area](#), a reasonable assurance plan area adopted by final order, an accepted alternative restoration plan area or located within a rural area of opportunity.

Eligible projects include:

- (a) Connecting onsite sewage treatment and disposal systems (OSTDS) to central sewer facilities.
- (b) Upgrading domestic wastewater treatment facilities to advanced waste treatment or greater.
- (c) Repairing, upgrading, expanding, or constructing stormwater treatment facilities that result in improvements to surface water or groundwater quality.
- (d) Repairing, upgrading, expanding, or constructing domestic wastewater treatment facilities that result in improvements to surface water or groundwater quality, including domestic wastewater reuse and collection systems.
- (e) Projects identified pursuant to [sections 403.067\(7\)\(a\) or \(7\)\(e\), Florida Statutes \(F.S.\)](#).
- (f) Projects identified in a wastewater treatment plan or an onsite sewage treatment and disposal system remediation plan developed pursuant to [sections 403.067\(7\)\(a\)9. a. and b, F.S.](#)
- (g) Projects listed in a city or county capital improvement element pursuant to [section 163.3177\(3\)\(a\)4. b, F.S.](#)
- (h) Where central sewerage is not available, retrofitting OSTDS to upgrade such systems to enhanced nutrient-reducing OSTDS or other equivalent wastewater system that achieves 65% reduction in total nitrogen.

The department will consider and prioritize those projects that:

- (a) Have the maximum estimated reduction in nutrient load per project;
- (b) Demonstrate project readiness;
- (c) Are cost-effective;
- (d) Have a cost share identified by the applicant, except for rural areas of opportunity;





## PROTECTING TOGETHER

- (e) Have previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project; or
- (f) Are in a location where reductions are needed most to attain the water quality standards of a waterbody not attaining nutrient or nutrient-related standards.

### **Indian River Lagoon Water Quality Improvements Grant Program**

Eligible projects include water quality projects within the proximity of the Indian River Lagoon and to implement the Indian River Lagoon Protection Program established under [section 373.469, F.S.](#)

### **Biscayne Bay Water Quality Improvements Grant Program**

Eligible projects include projects that will improve the water quality of Biscayne Bay, including septic to sewer and wastewater projects.

### **Caloosahatchee Water Quality Improvements Grant Program**

Eligible projects include water quality improvement projects within the Caloosahatchee River Watershed.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #8**

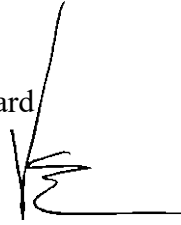
# Leon County Board of County Commissioners

## Agenda Item #8

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Approval of the Plat for Bradford Hills-Phase 1

---

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Brent Pell, Director, Public Works<br>Charles Wu, Director, Engineering Services, Public Works |
| <b>Lead Staff/ Project Team:</b>    | Joseph D. Coleman, County Surveyor  |

### Statement of Issue:

This item seeks Board approval of the plat for Bradford Hills-Phase 1 Subdivision for recording in the Public Records. The plat is limited to creating seven legal lots of record and does not propose any uses, infrastructure, or development of the lots at this time.

### Fiscal Impact:

This item has no fiscal impact.

### Staff Recommendation:

Option # 1: Approve the plat for Bradford Hill-Phase 1 Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval.

## **Report and Discussion**

### **Background:**

In accordance with Leon County Land Development Code (LDC), this item seeks Board approval of the plat for Bradford Hills-Phase 1 Subdivision for recording in the Public Record. The plat is limited to creating seven legal lots of record and does not propose any uses, infrastructure or further development of the lots at this time.

Bradford Hills-Phase 1 Subdivision, a private subdivision, was approved by the Department of Development Support and Environmental Management (DSEM) as a Type "A" Site Plan on May 7, 2024, which is the initial step in the subdivision process to demonstrate compliance with the LDC and the Comprehensive Plan, and enables public participation in the review process (Attachment #2). The final step in the subdivision process is the approval and recording of the final plat as required by Florida Statute (F.S.). The subdivision being platted consists of 127.97 acres containing seven lots and is located on the northwest side of Lawton Chiles Lane adjacent to Chiles High School (Attachment #3). Pursuant to Article VII, Division 6 of the LDC, a plat is required to be submitted to the Board for approval. The lots created in the subdivision are not being proposed for further development as part of this request for plat approval.

### **Analysis:**

This is a private subdivision creating seven lots from two existing parcels. The subdivision is located in a Planned Unit Development (PUD) zoning district and in the Bradfordville Commercial Zone 1 zoning district. These zoning districts allow for a combination of commercial, office, single and multi-family residential uses. Any future development of the individual lots created by this plat will require subsequent review through the County's site and development plan review process for the specific use(s) and associated infrastructure.

Subsequent to the approval of this plat, an applicant proposing development on one or more of the lots will be required to submit an application for site and development plan review to DSEM to ensure compliance with the LDC, Comprehensive Plan and any other local and/or state requirements. The review of these site and development plan review applications includes multiple agencies at both the local and state level as well as coordination with our local utilities and emergency service providers. The specific process for the development of each parcel will be dependent upon the intensity or density of the project and, based on the LDC requirements, will determine how many public meetings will be required in order to secure the permits necessary for further development. All public meetings associated with the site and development plan review process will be publicly noticed in accordance with the LDC and Florida Statutes (F.S.) and will provide the opportunity for public input.

This private subdivision is solely for the purpose of dividing the existing parcels into seven lots and does not contain any infrastructure improvements. As a result, neither a Performance Agreement nor a Maintenance Agreement is required with the recording of this plat. At the time that each lot is proposed for further development, all associated infrastructure (i.e., streets, stormwater facilities, etc.) will be required and reviewed for compliance with the applicable County development regulations during the site and development plan review process.

In summary, the initial step in the subdivision process has already demonstrated compliance with the Comprehensive Plan and LDC and was approved. The final step, the plat, requires Board approval consistent with F.S. Therefore, the applicant, Bradford Hills, LLC, is requesting Board approval of this plat contingent upon staff's final review and approval due to date-sensitive obligations. As of this writing, the final plat of the subdivision is still under review by the appropriate agencies to address any remaining minor deficiencies in the plat. This item recommends acceptance of the plat and approval for the recording of the plat upon completion of staff's final review and approval. Should there be a need for any substantive changes, the plat will be resubmitted to the Board for approval at a future regularly scheduled Board meeting.

**Options:**

1. Approve the plat for Bradford Hills-Phase 1 Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval.
2. Do not approve the plat for Bradford Hills-Phase 1 Subdivision for recording in the Public Record.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Plat of Bradford Hills-Phase 1
2. Preliminary Plat Bradford Hills-Phase 1
3. Location Map

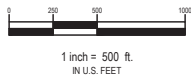


# BRADFORD HILLS - PHASE 1

A SUBDIVISION LYING IN SECTIONS 14 & 15  
TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA

|                              |      |            |
|------------------------------|------|------------|
| PLAT BOOK _____ PAGE _____   |      |            |
| Joiners in Dedication        |      |            |
| Name                         | Date | O.R. / Pg. |
| TALQUIN ELECTRIC COOPERATIVE |      |            |

### GRAPHIC SCALE



**DEDICATION:**  
STATE OF FLORIDA  
COUNTY OF LEON

KNOW ALL PERSONS BY THESE PRESENT THAT, BRADFORD HILLS, LLC, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON PLATTED AS BRADFORD HILLS - PHASE 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LANDS LYING WITHIN SECTIONS 14 AND 15, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, AND BEING LANDS DESCRIBED AS LOT 101 OF OFFICIAL RECORDS BOOK 9528, PAGE 1524 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCE** AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA, THENCE N 89°53'59" W, 860.02 FEET; THENCE N 40°35'18" E, 97.58 FEET; THENCE N 53°10'37" W, 70.39 FEET; THENCE N 53°10'37" W, 43.09 FEET; THENCE N 52°58'26" W, 381.57 FEET; THENCE N 53°02'01" W, 15.96 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY OF LAWTON CHILES LANE; THENCE LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY, N 53°02'01" W, 98.58 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF SAID LAWTON CHILES LANE AND A FOUND IRON ROD AND CAP (LB#7245) AND LYING ON THE EASTERLY BOUNDARY OF BLOCK 'A', KILLEARN LAKES UNIT #1, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 28 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, FOR THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING CONTINUE N 53°02'01" W, 97.53 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 0°02'37" W, 224.84 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF BLOCK 'A'; THENCE ALONG THE NORTHERLY BOUNDARY OF BLOCK 'A', N 89°42'21" W, 744.16 FEET TO A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHWEST CORNER OF BLOCK 'A' AND LYING ON THE EASTERLY BOUNDARY OF SCOTTSWOOD, A MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 37; THENCE ALONG THE EASTERLY BOUNDARY OF SCOTTSWOOD, N 0°41'58" E, 1326.64 FEET TO A FOUND CONCRETE MONUMENT (NO ID); THENCE N 89°35'43" E, 23.05 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE CONTINUING ALONG THE EASTERLY BOUNDARY OF SCOTTSWOOD AND A NORTHERLY PROJECTION THEREOF, N 0°02'29" W, 1481.95 FEET TO A FOUND CONCRETE MONUMENT (X-TOP) LYING ON THE SOUTHERLY BOUNDARY OF KILLEARN ESTATES UNIT #1; THENCE ALONG SAID SOUTHERLY BOUNDARY, S 87°04'22" E, 90.31 FEET TO A FOUND CONCRETE MONUMENT (X-TOP) MARKING THE SOUTHWEST CORNER OF HORSESHOE PLANTATION AS DESCRIBED IN OFFICIAL RECORDS BOOK 2330, PAGE 1595; THENCE LEAVING THE EASTERLY BOUNDARY OF KILLEARN ESTATES UNIT #1, AND ALONG THE SOUTHERLY BOUNDARY OF HORSESHOE PLANTATION, S 87°11'58" E, 1339.72 FEET TO A FOUND CONCRETE MONUMENT (NO ID); THENCE S 0°13'06" W, 173.30 FEET TO A FOUND CONCRETE MONUMENT (NO ID); THENCE N 89°54'01" E, 1816.11 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE LEAVING THE SOUTHERLY BOUNDARY OF HORSESHOE PLANTATION, S 52°11'41" E, 1340.28 FEET TO A SET IRON ROD AND CAP (LB#7245) LYING ON THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THOMASVILLE PLANTATION (STATE ROAD #61 / U.S. HIGHWAY #319); THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY, S 40°38'45" W, 314.70 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 49°05'29" E, 9.84 FEET TO A FOUND IRON ROD AND CAP (LB#8816); THENCE S 40°35'56" W, 330.31 FEET TO A FOUND IRON ROD AND CAP (LB#8616); THENCE N 49°43'31" W, 463.32 FEET TO A FOUND IRON ROD AND CAP (LB#7245) LYING ON THE SOUTHEASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2963, PAGE 1407; THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY AND ALONG THE SOUTHEASTERLY BOUNDARY OF SAID LANDS, N 40°13'22" E, 437.06 FEET TO A FOUND IRON ROD AND CAP (LB#3293) MARKING THE SOUTHEAST CORNER OF SAID LANDS; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID LANDS AND A NORTHERLY PROJECTION THEREOF, N 52°11'41" W, 1530.94 FEET TO A FOUND IRON ROD AND CAP (LB#7245) MARKING THE NORTHEAST CORNER OF LANDS DESCRIBED AS PARCEL 2 IN OFFICIAL RECORDS BOOK 5681, PAGE 799; THENCE ALONG THE NORTHERLY BOUNDARY OF PARCEL 2, S 89°54'01" W, 919.88 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 13°45'28" E, 328.16 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 78°16'15" W, 39.96 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 1°40'48" W, 108.00 FEET TO A FOUND IRON ROD AND CAP (LB#8253); THENCE N 78°16'15" E, 86.00 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 13°45'28" W, 231.79 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 89°54'01" W, 564.87 FEET TO A FOUND IRON ROD AND CAP (LB#7245) MARKING THE NORTHWEST CORNER OF PARCEL 2; THENCE ALONG THE WESTERLY BOUNDARY OF PARCEL 2, S 0°12'06" W, 443.71 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF PARCEL 2 AND A SOUTHERLY PROJECTION THEREOF, S 09°50'51" E, 1374.05 FEET TO A FOUND IRON ROD AND CAP (LB#7245) LYING ON THE WESTERLY BOUNDARY OF CHILES HIGH SCHOOL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2051, PAGE 2088; THENCE ALONG THE WESTERLY BOUNDARY OF CHILES HIGH SCHOOL, S 22°30'49" E, 276.25 FEET TO A FOUND IRON ROD AND CAP (LB#8253) MARKING THE NORTHEAST CORNER OF LANDS DESCRIBED AS ITEM #14 IN OFFICIAL RECORDS BOOK 3834, PAGE 1886; THENCE LEAVING THE WESTERLY BOUNDARY OF CHILES HIGH SCHOOL AND ALONG THE NORTHWESTERLY BOUNDARY OF ITEM #14, S 38°39'03" W, 370.64 FEET TO A FOUND IRON ROD AND CAP (LB#8293) MARKING THE NORTHWEST CORNER OF ITEM #14 AND A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 230.00 FEET, THROUGH A CENTRAL ANGLE OF 30°22'41", FOR AN ARC LENGTH OF 121.92 FEET (CHORD BEARS S 64°57'47" E, 120.49 FEET) TO A FOUND IRON ROD AND CAP (NO ID) MARKING THE SOUTHWEST CORNER OF ITEM #14 AND A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 94°04'26", FOR AN ARC LENGTH OF 45.26 FEET (CHORD BEARS N 29°34'55" E, 43.91 FEET) TO A FOUND IRON ROD AND CAP (LB#8293); THENCE N 36°38'55" E, 240.65 FEET TO A FOUND IRON ROD AND CAP (LB#8293) MARKING THE SOUTHEAST CORNER OF ITEM #14 AND LYING ON THE WESTERLY BOUNDARY OF CHILES HIGH SCHOOL; THENCE ALONG THE WESTERLY BOUNDARY OF CHILES HIGH SCHOOL, S 41°37'38" E, 624.79 FEET TO A FOUND CONCRETE MONUMENT (LB#9652) MARKING THE SOUTHWEST CORNER OF CHILES HIGH SCHOOL AND LYING ON THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF LAWTON CHILES LANE AND A CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY BOUNDARY AND SAID CURVE HAVING A RADIUS OF 2142.65 FEET, THROUGH A CENTRAL ANGLE OF 01°30'37", FOR AN ARC LENGTH OF 56.48 FEET (CHORD BEARS S 58°00'58" W, 56.48 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 52°11'41" W, 56.48 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2142.61 FEET, THROUGH A CENTRAL ANGLE OF 17°02'22", FOR AN ARC LENGTH OF 638.16 FEET (CHORD BEARS S 48°44'22" W, 638.81 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 40°13'18" W, 414.01 FEET TO THE POINT OF BEGINNING, CONTAINING 127.91 ACRES, MORE OR LESS.

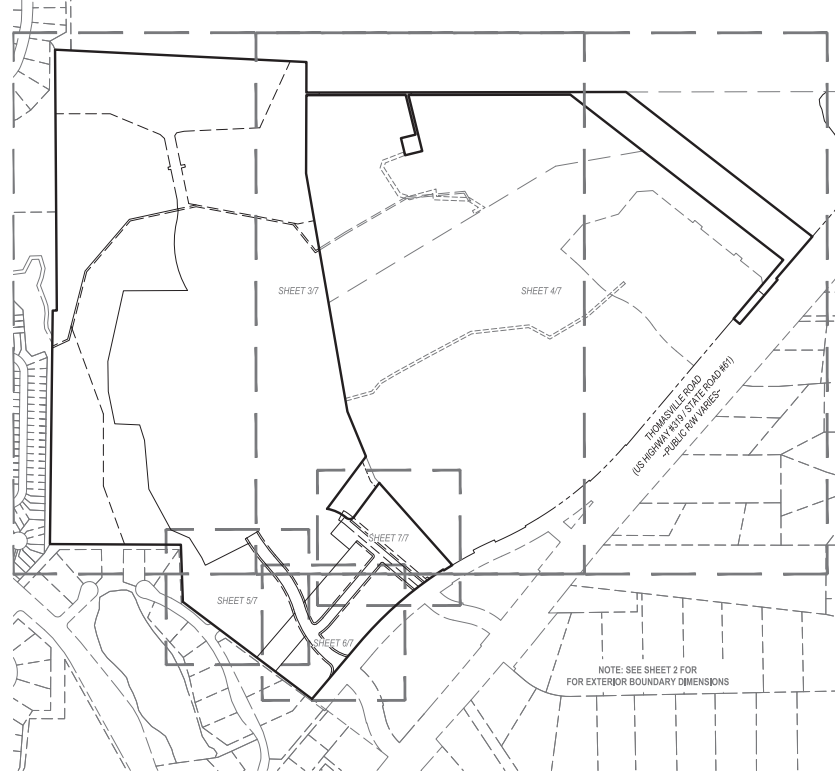
HAVING CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE THE FOLLOWING:

- TO THE PERPETUAL OWNERSHIP, USE, AND MAINTENANCE OF THE POA (BRADFORD HILLS POA, LLC), ALL OPEN SPACE AS DEPICTED HEREON. OPEN SPACE SHALL SERVE AS AN ACCESS, DRAINAGE, AND UTILITY EASEMENT.
- TO THE PERPETUAL OWNERSHIP AND MAINTENANCE OF THE UNDERLYING LOT OWNER, ALL PUBLIC UTILITY EASEMENTS. UTILITIES SHALL BE MAINTAINED BY THE PROVIDER.

RESERVING, HOWEVER, THE REVERSION OR REVERSIONS THEREOF SHOULD THE SAME BE RENOUNCED, DISMISSED, ABANDONED OR THE USE THEREOF DISCONTINUED AS PRESCRIBED BY LAW BY APPROPRIATE OFFICIAL ACTION OF THE PROPER OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MANAGER: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
BRADFORD HILLS, LLC  
A FLORIDA CORPORATION  
WITNESS: \_\_\_\_\_



- MONUMENT LEGEND:**
- PRM: ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH AN IRON ROD 1/2" DIA. AS SHOWN, UNLESS NOTED OTHERWISE.
  - PCP: ALL PERMANENT CONTROL POINTS ARE MARKED WITH A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - LA FROM N.C.: ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON PIN HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

- LINE LEGEND:**
- RIGHT-OF-WAY: ---
  - PLAT BOUNDARY: - - - - -
  - EASEMENT BOUNDARY: - - - - -
  - SECTION BOUNDARY: - - - - -
  - MATCH LINE: - - - - -

- SYMBOL LEGEND:**
- FOUND IRON ROD (AS LABELED)
  - FOUND CONCRETE MONUMENT (AS LABELED)
  - SET 1/2" IRON ROD AND 2" ALUMINUM CAP LB#7245 PRM
  - SET 1/2" IRON ROD AND CAP LB#7245

**PLAT REVIEW AND APPROVAL:**  
PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177 OF THE FLORIDA STATUTES, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COUNTY SURVEYOR \_\_\_\_\_

- HATCH LEGEND:**
- OPEN SPACE, ACCESS, DRAINAGE, & UTILITY EASEMENT
  - CONSERVATION EASEMENT (ORB 5924, PG 1392)

- STANDARD ABBREVIATIONS:**
- AC ACRES
  - CH CHORD BEARING AND DISTANCE
  - Δ DELTA OR CENTRAL ANGLE
  - E EAST
  - FCM FOUND 4"x4" CONCRETE MONUMENT (AS LABELED)
  - FIRC FOUND IRON ROD AND CAP (AS LABELED)
  - ID IDENTIFICATION
  - L= ARC LENGTH
  - LB# LICENSED BUSINESS NUMBER
  - LS# LICENSED SURVEYOR NUMBER
  - N NORTH
  - ORBP/PG OFFICIAL RECORDS BOOK AND PAGE
  - PB/PG PLAT BOOK AND PAGE
  - POA PROPERTY OWNERS ASSOCIATION
  - PRM PERMANENT REFERENCE MONUMENT
  - R= RADIUS
  - R/W RIGHT-OF-WAY
  - S SOUTH
  - SIRC SET 1/2" IRON ROD AND CAP LB#7245
  - W WEST

**CLERK OF THE CIRCUIT COURT:**  
ACCEPTED FOR THE FILES AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

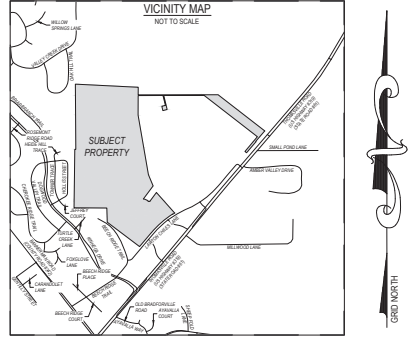
BY: \_\_\_\_\_ CLERK OF THE CIRCUIT COURT, LEON COUNTY, FLORIDA (SEAL)

**COUNTY COMMISSION:**  
APPROVED AND JOINED IN BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CHAIRPERSON \_\_\_\_\_  
COUNTY ATTORNEY \_\_\_\_\_  
COUNTY ENGINEER \_\_\_\_\_

**SITE PLAN REVIEW APPROVAL:**  
THIS PLAT CONFORMS TO THE SITE AND DEVELOPMENT PLAN APPROVAL PROVISIONS MADE BY THE DEPARTMENT OF DEVELOPMENT SURVEYING AND ENVIRONMENTAL MANAGEMENT, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

COUNTY ADMINISTRATOR OR DESIGNEE \_\_\_\_\_



**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**ACKNOWLEDGMENT:**  
STATE OF FLORIDA  
COUNTY OF LEON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY \_\_\_\_\_ PERSONALLY KNOWN TO ME [ ] OR HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION [ ] AND WHO DID (DID NOT) TAKE AN OATH.

NOTARY PUBLIC  
PRINT NAME: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

- GENERAL NOTES:**
- DATE OF BOUNDARY SURVEY: MARCH 13, 2024.
  - BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD 83) 2011 / EPOCH 2010, COORDINATE DATA BASED ON RTK OBSERVATIONS REFERENCED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
  - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
  - TITLE OPINION PROVIDED BY XXXXXXXXXXXX, PREPARED FOR XXXXXXXXXXXX, DATED XXXXXXXXXXXX, AND SIGNED BY XXXXXXXXXXXX.
  - ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
  - FIXED IMPROVEMENTS ON THIS PROPERTY HAVE NOT BEEN LOCATED.
  - SECTION 177.011(2) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FEDERAL PUBLIC SERVICE COMMISSION.

**SURVEYOR'S CERTIFICATE:**  
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, IS A CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET AND THAT THE SURVEY DATA AND MONUMENTATION COMPLIES WITH BOTH CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 5J-17).

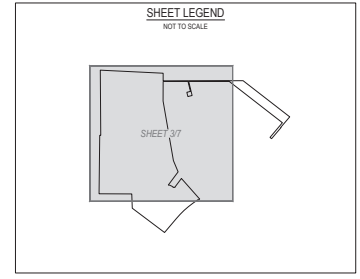
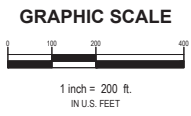
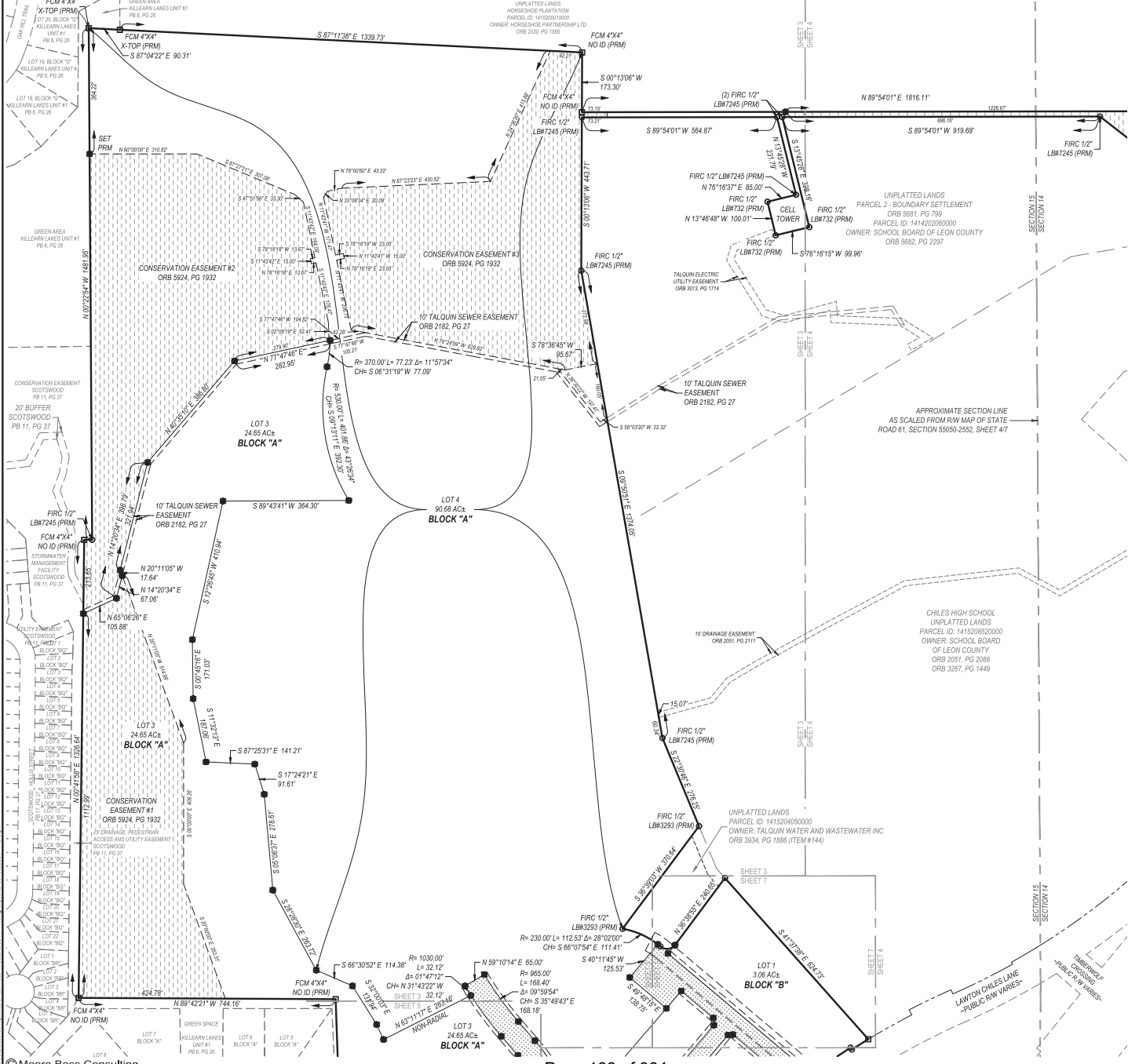
LARRY D. DAVIS  
REGISTERED FLORIDA SURVEYOR NO. 5254  
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO. 74245





# BRADFORD HILLS - PHASE 1

A SUBDIVISION LYING IN SECTIONS 14 & 15  
TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- MONUMENT LEGEND:**
- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A IRON ROD 1/2" HAVING A 2" ALUMINUM CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON PIN HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

- LINE LEGEND:**
- RIGHT-OF-WAY
  - PLAT BOUNDARY
  - ADJACENT BOUNDARY
  - EASEMENT BOUNDARY
  - SECTION BOUNDARY
  - MATCH LINE

- SYMBOL LEGEND:**
- FOUND IRON ROD (AS LABELED)
  - FOUND CONCRETE MONUMENT (AS LABELED)
  - SET 12" IRON ROD AND 2" ALUMINUM CAP LBR7245 (PRM)
  - SET 12" IRON ROD AND CAP LBR7245

- HATCH LEGEND:**
- OPEN SPACE, ACCESS, DRAINAGE, & UTILITY EASEMENT
  - CONSERVATION EASEMENT (ORB 5924, PG 1932)

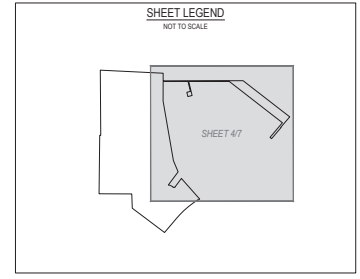
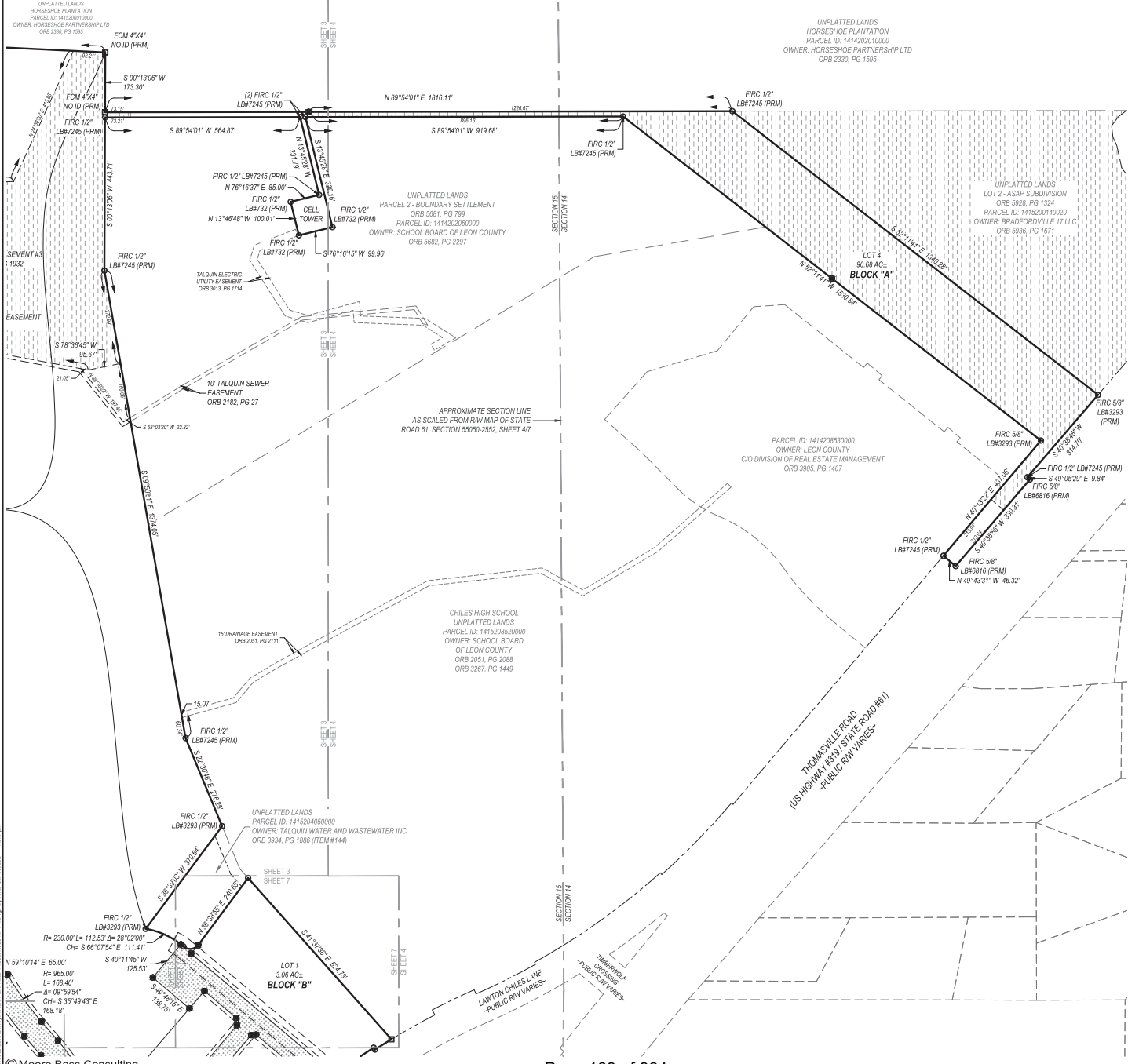
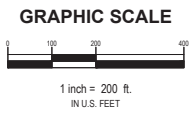
- STANDARD ABBREVIATIONS:**
- AC ACRES
  - CH CHORD BEARING AND DISTANCE
  - Δ Δ DELTA OR CENTRAL ANGLE
  - E EAST
  - FCM FOUND 4"x4" CONCRETE MONUMENT (AS LABELED)
  - ID FOUND IRON ROD AND CAP (AS LABELED)
  - ID IDENTIFICATION
  - L= ARC LENGTH
  - LB# LICENSED BUSINESS NUMBER
  - LS# LICENSED SURVEYOR NUMBER
  - N NORTH
  - ORBP/PG OFFICIAL RECORDS BOOK AND PAGE
  - PRM PERMANENT REFERENCE MONUMENT
  - R= RADIUS
  - R/W RIGHT-OF-WAY
  - S SOUTH
  - SIRC SET 1/2" IRON ROD AND CAP LBR7245
  - W WEST





# BRADFORD HILLS - PHASE 1

A SUBDIVISION LYING IN SECTIONS 14 & 15  
TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- MONUMENT LEGEND:**
- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A IRON ROD 1/2" DIA. W/ A 2" ALUMINUM CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON PIN HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

- LINE LEGEND:**
- RIGHT-OF-WAY
  - PLAT BOUNDARY
  - ADJACENT BOUNDARY
  - EASEMENT BOUNDARY
  - SECTION BOUNDARY
  - MATCH LINE

- SYMBOL LEGEND:**
- FOUND IRON ROD (AS LABELED)
  - FOUND CONCRETE MONUMENT (AS LABELED)
  -

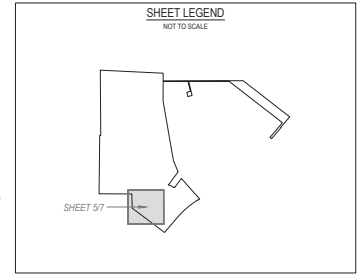
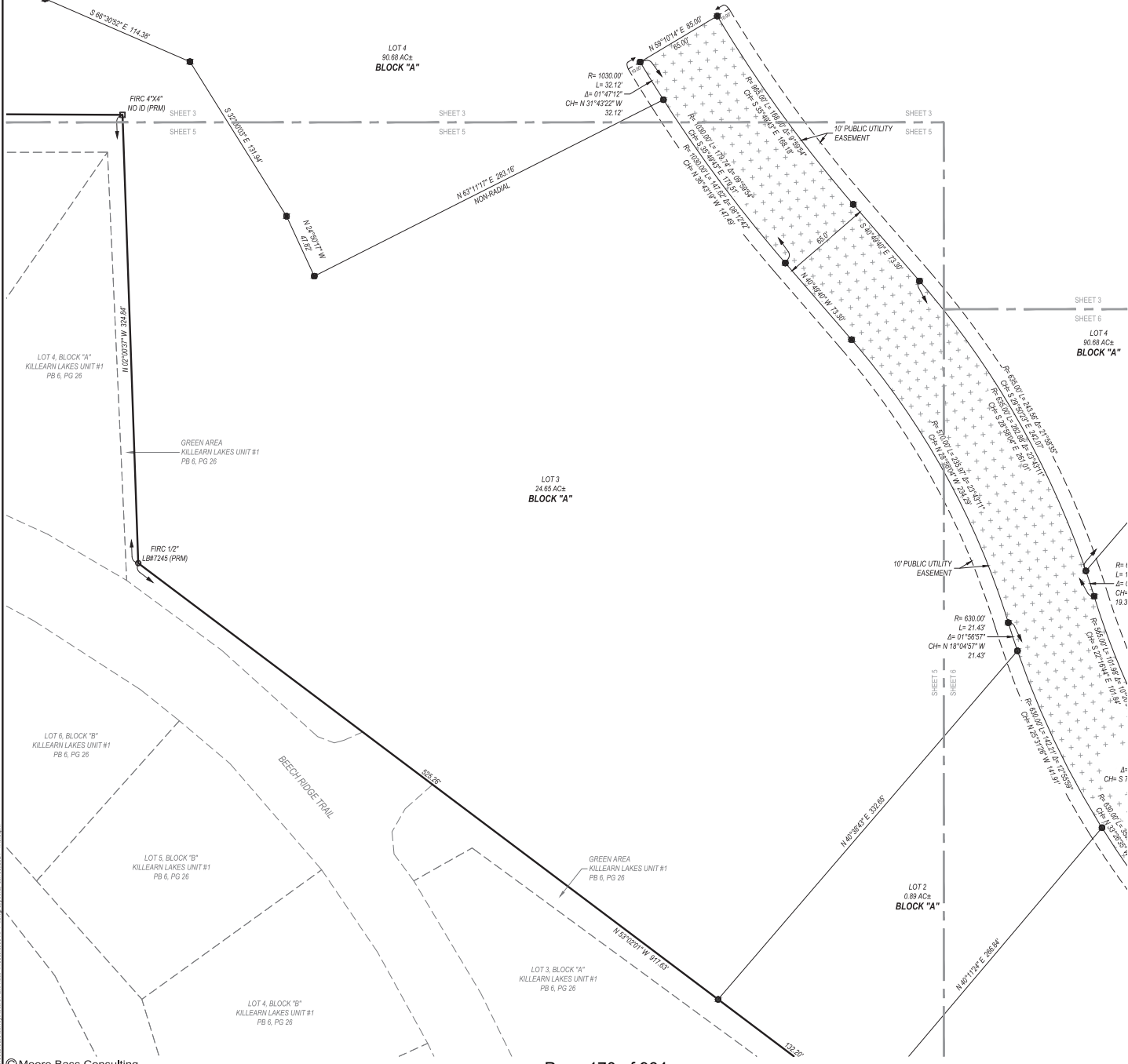
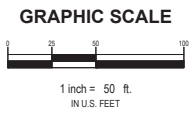
- HATCH LEGEND:**
- OPEN SPACE, ACCESS, DRAINAGE, & UTILITY EASEMENT
  - CONSERVATION EASEMENT (ORB 5924, PG 1932)

- STANDARD ABBREVIATIONS:**
- AC ACRES
  - CH CHORD BEARING AND DISTANCE
  - Δθ DELTA OR CENTRAL ANGLE
  - E EAST
  - FCM FOUND 4"x4" CONCRETE MONUMENT (AS LABELED)
  - ID FOUND IRON ROD AND CAP (AS LABELED)
  - ID IDENTIFICATION
  - L= ARC LENGTH
  - LB# LICENSED BUSINESS NUMBER
  - LS# LICENSED SURVEYOR NUMBER
  - N NORTH
  - ORB/PG OFFICIAL RECORDS BOOK AND PAGE
  - PE/PG PLAT BOOK AND PAGE
  - POA PROPERTY OWNERS ASSOCIATION
  - PRM PERMANENT REFERENCE MONUMENT
  - R= RADIUS
  - R/W RIGHT-OF-WAY
  - S SOUTH
  - SIRC SET 1/2" IRON ROD AND CAP LBN7245
  - W WEST



# BRADFORD HILLS - PHASE 1

A SUBDIVISION LYING IN SECTIONS 14 & 15  
TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- MONUMENT LEGEND:**
- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A IRON ROD 1/2" HAVING A 2" ALUMINUM CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON PIN HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

- LINE LEGEND:**
- RIGHT-OF-WAY
  - PLAT BOUNDARY
  - ADJACENT BOUNDARY
  - EASEMENT BOUNDARY
  - SECTION BOUNDARY
  - MATCH LINE

- SYMBOL LEGEND:**
- FOUND IRON ROD (AS LABELED)
  - FOUND CONCRETE MONUMENT (AS LABELED)
  - SET 12" IRON ROD AND 2" ALUMINUM CAP LBM7245 PRM
  - SET 12" IRON ROD AND CAP LBM7245

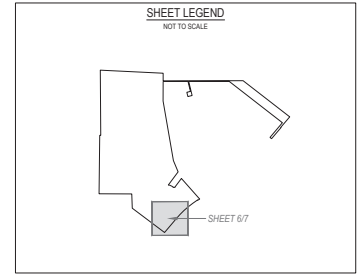
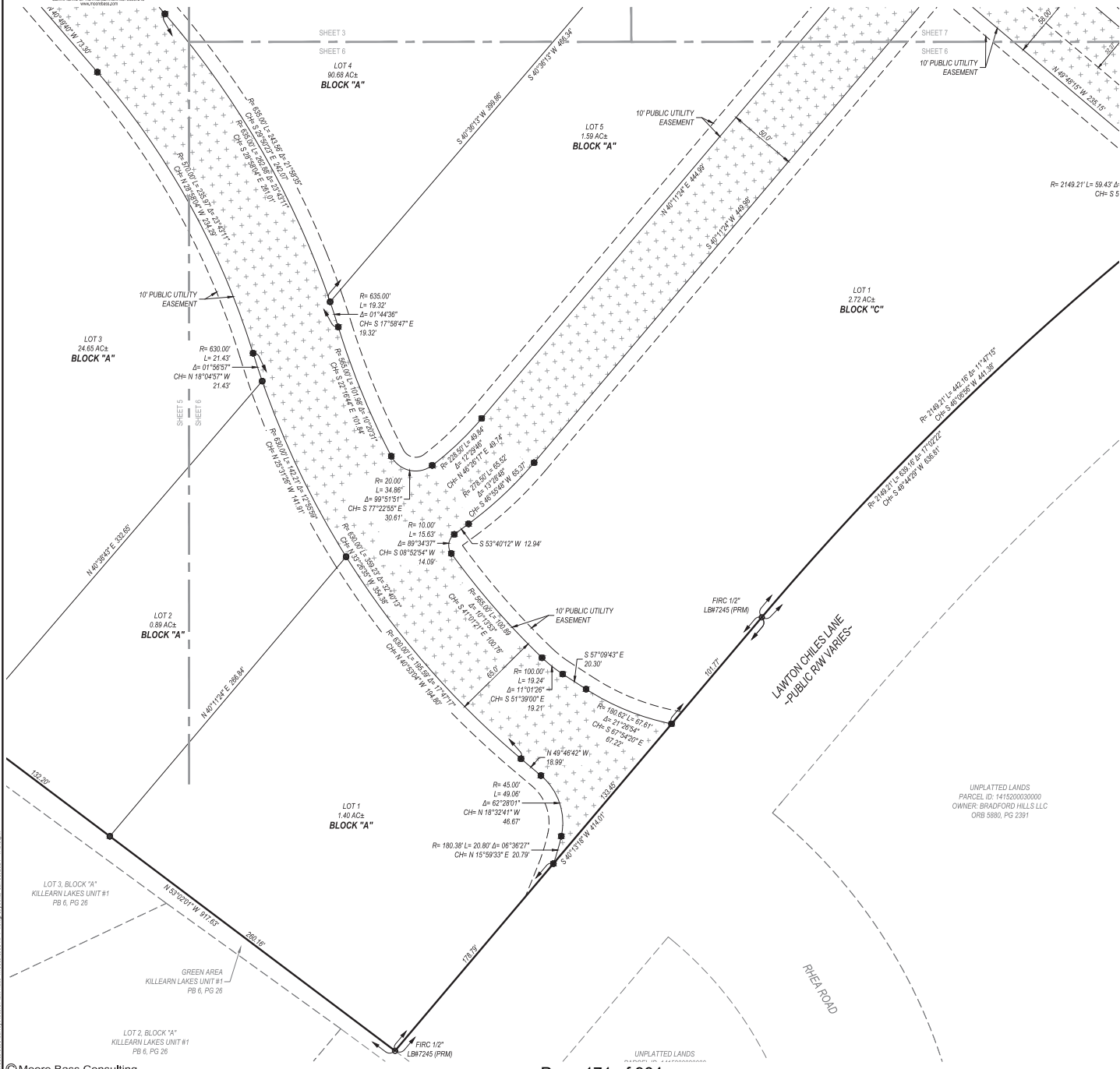
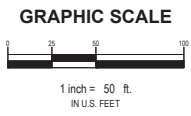
- HATCH LEGEND:**
- OPEN SPACE, ACCESS, DRAINAGE, & UTILITY EASEMENT
  - CONSERVATION EASEMENT (ORB 5924, PG 1932)

- STANDARD ABBREVIATIONS:**
- AC ACRES
  - CH CHORD BEARING AND DISTANCE
  - Δ Δelta OR CENTRAL ANGLE
  - E EAST
  - FCM FOUND 4"x4" CONCRETE MONUMENT (AS LABELED)
  - FIRC FOUND IRON ROD AND CAP (AS LABELED)
  - ID IDENTIFICATION
  - L= ARC LENGTH
  - LB# LICENSED BUSINESS NUMBER
  - LS# LICENSED SURVEYOR NUMBER
  - N NORTH
  - ORB/PB OFFICIAL RECORDS BOOK AND PAGE
  - PB/PB PLAT BOOK AND PAGE
  - POA PROPERTY OWNERS ASSOCIATION
  - PRM PERMANENT REFERENCE MONUMENT
  - R= RADIUS
  - R/W RIGHT-OF-WAY
  - S SOUTH
  - SIRC SET 1/2" IRON ROD AND CAP LBM7245
  - W WEST



# BRADFORD HILLS - PHASE 1

A SUBDIVISION LYING IN SECTIONS 14 & 15  
TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- MONUMENT LEGEND:**
- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A IRON ROD 1/2" HAVING A 2" ALUMINUM CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON PIN HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

- LINE LEGEND:**
- RIGHT-OF-WAY:
  - PLAT BOUNDARY:
  - ADJACENT BOUNDARY:
  - EASEMENT BOUNDARY:
  - SECTION BOUNDARY:
  - MATCH LINE:

- SYMBOL LEGEND:**
- FOUND IRON ROD (AS LABELED)
  - FOUND CONCRETE MONUMENT (AS LABELED)
  - SET 1/2" IRON ROD AND 2" ALUMINUM CAP LBM7245 PRM
  - SET 1/2" IRON ROD AND CAP LBM7245

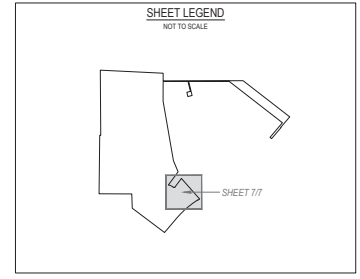
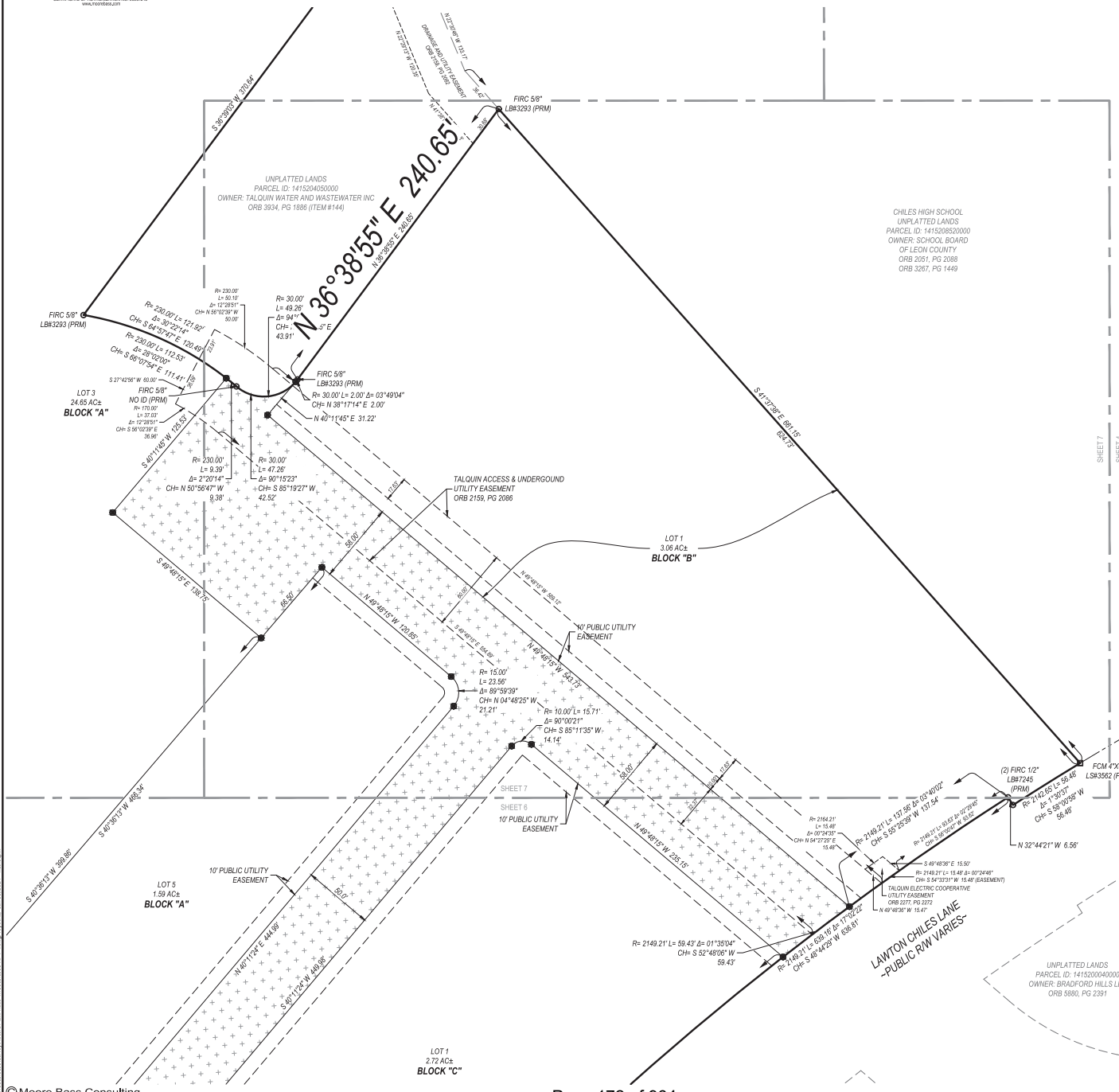
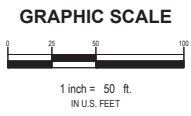
- HATCH LEGEND:**
- OPEN SPACE, ACCESS, DRAINAGE, & UTILITY EASEMENT

- CONSERVATION EASEMENT (ORB 5924, PG 1332)**
- STANDARD ABBREVIATIONS:**
- AC ACRES
  - CH CHORD BEARING AND DISTANCE
  - Δ Δ DELTA OR CENTRAL ANGLE
  - E EAST
  - FCM FOUND 4"x4" CONCRETE MONUMENT (AS LABELED)
  - FIRC FOUND IRON ROD AND CAP (AS LABELED)
  - ID IDENTIFICATION
  - L= ARC LENGTH
  - LB# LICENSED BUSINESS NUMBER
  - LS# LICENSED SURVEYOR NUMBER
  - N NORTH
  - ORB/P# OFFICIAL RECORDS BOOK AND PAGE
  - PB/P# PLAT BOOK AND PAGE
  - POA PROPERTY OWNERS ASSOCIATION
  - PRM PERMANENT REFERENCE MONUMENT
  - R= RADIUS
  - R/W RIGHT-OF-WAY
  - S SOUTH
  - SIRC SET 1/2" IRON ROD AND CAP LBM7245
  - W WEST



# BRADFORD HILLS - PHASE 1

A SUBDIVISION LYING IN SECTIONS 14 & 15  
TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- MONUMENT LEGEND:**
- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A IRON ROD 1/2\"/>
  - ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
  - ALL INTERIOR CORNERS ARE MARKED WITH A 1/2\"/>

- LINE LEGEND:**
- RIGHT-OF-WAY
  - PLAT BOUNDARY
  - ADJACENT BOUNDARY
  - EASEMENT BOUNDARY
  - SECTION BOUNDARY
  - MATCH LINE

- SYMBOL LEGEND:**
- FOUND IRON ROD (AS LABELED)
  - FOUND CONCRETE MONUMENT (AS LABELED)
  - 
  -

- HATCH LEGEND:**
- OPEN SPACE, ACCESS, DRAINAGE, & UTILITY EASEMENT

- CONSERVATION EASEMENT (ORB 5924, PG 1392)**
- STANDARD ABBREVIATIONS:**
- AC ACRES
  - CH CHORD BEARING AND DISTANCE
  - Δ Δ DELTA OR CENTRAL ANGLE
  - E EAST
  - FCM FOUND 4"x4" CONCRETE MONUMENT (AS LABELED)
  - FIRC FOUND IRON ROD AND CAP (AS LABELED)
  - ID IDENTIFICATION
  - L= ARC LENGTH
  - LB# LICENSED BUSINESS NUMBER
  - LS# LICENSED SURVEYOR NUMBER
  - N NORTH
  - ORB/P# OFFICIAL RECORDS BOOK AND PAGE
  - PE/P# PLAT BOOK AND PAGE
  - POA PROPERTY OWNERS ASSOCIATION
  - PRM PERMANENT REFERENCE MONUMENT
  - R= RADIUS
  - R/W RIGHT-OF-WAY
  - S SOUTH
  - SIRC SET 1/2\"/>



**Review Report - Approved**

**Application Number: LSP24008**

**Report Date: 05/07/2024**

**Description : 7 lot Commercial Subdivision (land plat)**

**Address : , , ,**

**Record Type : Site Plan Review**

**Document Filename : Final Preliminary Plat.pdf**

Reviewer Contact Information:

| <b>Reviewer Name</b> | <b>Reviewer Email</b>       | <b>Reviewer Phone</b> |
|----------------------|-----------------------------|-----------------------|
| Ryan Culpepper       | culpepperr@leoncountyfl.gov |                       |

General Comments

Markups for this Approved Document or Plan

# TYPE 'A' SITE PLAN FOR BRADFORD HILLS LAND PLAT



**Moore Bass Consulting, Inc.**

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com

TALLAHASSEE • ATLANTA

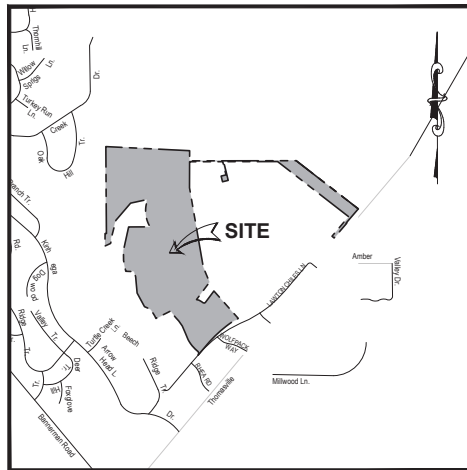
805 North Gadsden Street  
Tallahassee, FL 32303  
850.222.5678

APPROVED

DATE 05/07/2024 PERMIT # LSP24009

BY Approved By: Ryan Culpepper - 05/07/2024  
Ryan Culpepper - Development Services

| Sheet List Table |                            |
|------------------|----------------------------|
| Sheet Number     | Sheet Title                |
| 1.0              | COVER SHEET                |
| 2.0              | EXISTING CONDITIONS        |
| 3.0              | PRELIMINARY PLAT (OVERALL) |
| 3.1              | PRELIMINARY PLAT           |
| 3.2              | PRELIMINARY PLAT           |



**LOCATION MAP**  
SCALE: 1" = 1000'

| PROJECT DATA        |  |
|---------------------|--|
| TAX I.D. NO.        | 1415200140000, 1415200140010   |
| PROJECT NAME:       | BRADFORD HILLS   |
| CLIENT NAME:        | HARBOR FED CON, LLC<br>12921 US HIGHWAY 19 SOUTH<br>THOMASVILLE, GEORGIA 31792   |
| PREPARED BY:        | MOORE BASS CONSULTING, INC.<br>805 NORTH GADSDEN STREET<br>TALLAHASSEE, FLORIDA 32303<br>(850) 222-5678  |
| ENGINEER OF RECORD: | BEN B. HOOD<br>STATE OF FLORIDA, PROFESSIONAL ENGINEER,<br>LICENSE No. 69167<br>805 NORTH GADSDEN STREET<br>TALLAHASSEE, FLORIDA 32303<br>(850) 222-5678 |
| SURVEYOR OF RECORD: | LARRY D. DAVIS<br>REG FL SURVEYOR No. 5254<br>805 NORTH GADSDEN STREET<br>TALLAHASSEE, FLORIDA 32303<br>(850) 222-5678                                   |

|                                       |  |
|---------------------------------------|--|
| PROJECT NAME<br><b>BRADFORD HILLS</b> | CLIENT NAME<br><b>HARBOR FED CON, LLC<br/>12921 US HIGHWAY 19 SOUTH<br/>THOMASVILLE, GEORGIA 31792</b> |
|---------------------------------------|--|

|           |  |
|-----------|--|
| REVISIONS |  |
|-----------|--|

|                    |            |
|--------------------|------------|
| T-34998,0003-COVER | DATE       |
| CONTRACT #         | T3868,0003 |

DRAWN BY: **MBC**

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. are the property of Moore Bass Consulting, Inc. and shall remain the property of Moore Bass Consulting, Inc. and shall not be used for any other purpose without the written consent of Moore Bass Consulting, Inc.

805 N. GADSDEN STREET  
TALLAHASSEE, FLORIDA 32303

SEAL  
**Ben B. Hood**  
State of Florida, Professional Engineer,  
License No. 69167

PRELIMINARY, NOT  
FOR CONSTRUCTION

SHEET TITLE

COVER SHEET

SHEET

1.0



C:\Users\mooresb\OneDrive\Documents\Projects\T34998,0003-COVER\T34998,0003-COVER.dwg, Apr 25, 2024, 12:20:00pm





Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com

TALLAHASSEE • ATLANTA

805 North Gadsden Street  
Tallahassee, FL 32303  
850.222.5678

PROJECT NAME  
BRADFORD HILLS  
CLIENT NAME  
HARBOR FED CON, LLC  
1821 US HIGHWAY 19 SOUTH  
THOMASVILLE, GEORGIA 31792

**SITE DATA**

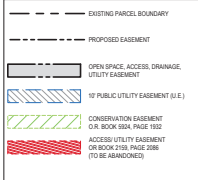
|  |                             |
|--|-----------------------------|
| 1 PROPERTY TAX ID #:                           | 141520014000, 1415200140010 |
| 2 SITE AREA                                    | 5,874,552 SF 127.97 AC      |
| 3 TOTAL PROPOSED LOTS                          | 7 LOTS                      |
| <b>BLOCK A</b>                                 |                             |
| LOT 1  | 1.40 AC BC-1                |
| LOT 2  | 0.89 AC BC-1                |
| LOT 3  | 24.65 AC RUD                |
| LOT 4  | 90.68 AC RUD                |
| LOT 5  | 1.59 AC BC-1                |
| <b>BLOCK B</b>                                 |                             |
| LOT 1  | 3.06 AC BC-1                |
| <b>BLOCK C</b>                                 |                             |
| LOT 1  | 2.72 AC BC-1                |
| OPEN SPACE, ACCESS, DRAINAGE, UTILITY EASEMENT | 2.98 AC                     |
| TOTAL  | 127.97 AC                   |

SETBACKS TO BE DETERMINED AT TIME OF DESIGNED DEVELOPMENT OF INDIVIDUAL LOTS.

PARCEL ID: 141520010000  
OWNER: HOUSHDICE PARTNERSHIP, LTD  
OR BOOK 2336 PAGE 1999

PARCEL ID: 141520020000  
OWNER: LECHE COUNTY  
OO DIVISION OF REAL ESTATE MANAGEMENT  
OR BOOK 3866 PAGE 1461

**LEGEND**



**NOTES**

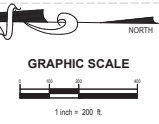
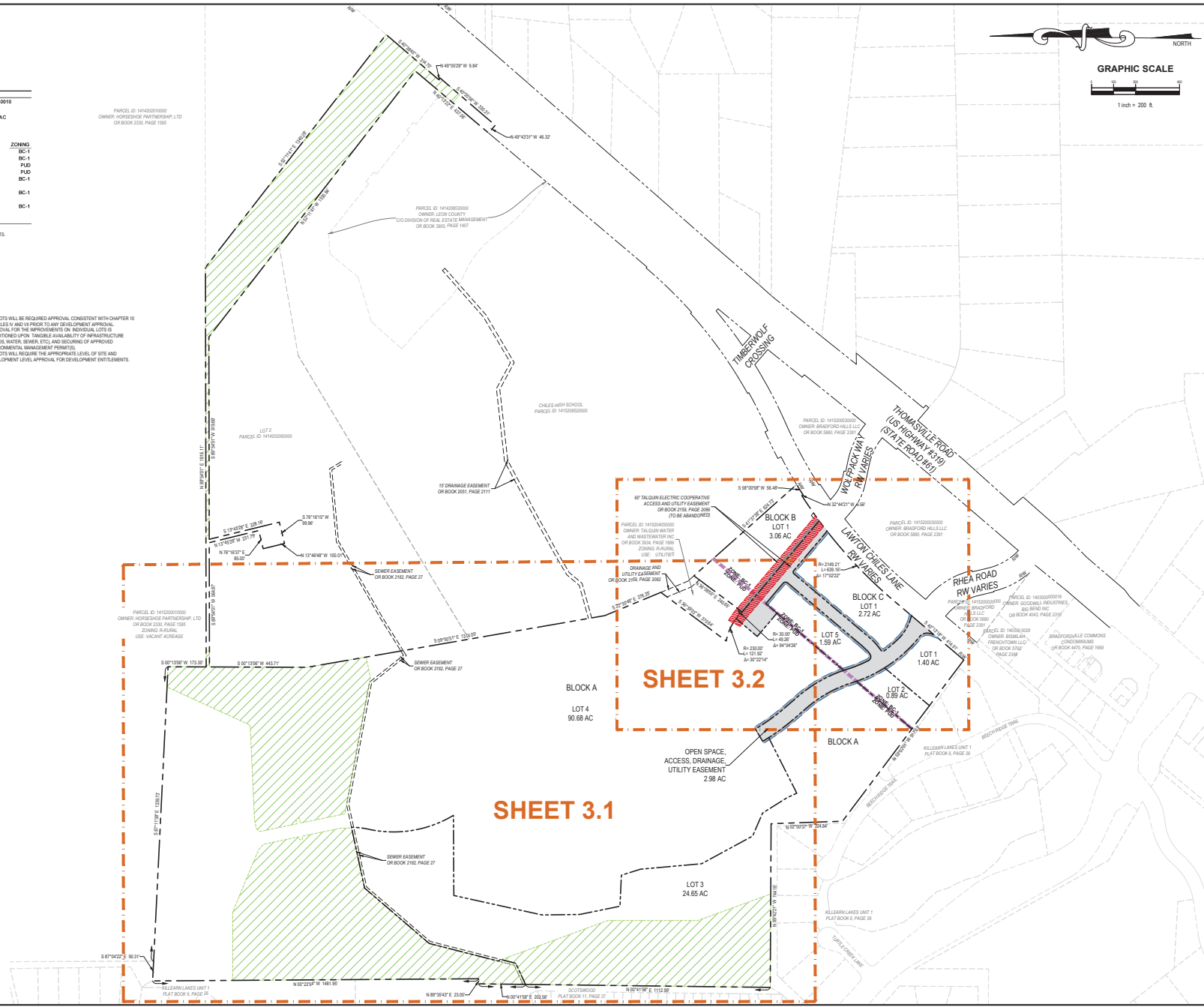
1. ALL LOTS WILL BE REQUIRED APPROVAL CONSIDERENT WITH CHAPTER 10 ARTICLES IV AND V PRIOR TO ANY DEVELOPMENT APPROVAL.
2. APPROVAL FOR THE IMPROVEMENTS ON INDIVIDUAL LOTS IS CONDITIONED UPON THE AVAILABILITY OF INFRASTRUCTURE (ROADS, WATER, SEWER, ETC) AND SECURING OF APPROVED ENVIRONMENTAL MANAGEMENT PERMITS.
3. ALL LOTS WILL REQUIRE THE APPROPRIATE LEVEL OF SITE AND DEVELOPMENT LEVEL APPROVAL FOR DEVELOPMENT ENTITLEMENTS.

**PROPOSED EASEMENT NOTES**

1. TO THE PERPETUAL OWNERSHIP, USE, AND MAINTENANCE OF THE POA (BRADFORDHILLS POA, LLC), ALL OPEN SPACE AS DEPICTED HEREON, OPEN SPACE SHALL SERVE AS AN ACCESS, DRAINAGE, AND UTILITY EASEMENT.
2. TO THE PERPETUAL OWNERSHIP AND MAINTENANCE OF THE UNDERLYING LOT OWNER, ALL PUBLIC UTILITY EASEMENTS, UTILITIES SHALL BE MAINTAINED BY THE PROVIDER.

C:\Users\mcc\OneDrive\Documents\Projects\141520014000\141520014000\_Plan 3\_SitePlan\DWG\141520014000\_Plan 3\_SitePlan.dwg, 11/25/2024, 10:21:11 AM

©Moore Bass Consulting



**SHEET 3.2**

**SHEET 3.1**

| REVISIONS |
|-----------|
|           |
|           |
|           |
|           |

T-34908.0003-PLAT

DATE: 2024.04.25  
CONTRACT #: T3868.0003

DRAWN BY: MBC

The Designer, Specifications and other documents prepared by Moore Bass Consulting, Inc. are hereby submitted to the State of Florida for review and approval. The State of Florida shall not be responsible for any errors or omissions in this document and shall not be liable for any damages resulting therefrom.

95% N. GADSDEN STREET  
TALLAHASSEE, FL 32303

SEAL  
Ben B. Hood  
State of Florida, Professional Engineer,  
License No. 89147

**PRELIMINARY, NOT FOR CONSTRUCTION**

SHEET TITLE

PRELIMINARY PLAT (OVERALL)

SHEET

**3.0**





**Moore Bass Consulting, Inc.**

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com  
TALLAHASSEE • ATLANTA  
805 North Gadsden Street  
Tallahassee, FL 32303  
850.222.5678

PROJECT NAME  
BRADFORD HILLS  
CLIENT NAME  
HARBOR FED CON, LLC  
18271 US HIGHWAY 19 S SOUTH  
THOMASVILLE, GEORGIA 31792

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
|     |      |             |
|     |      |             |
|     |      |             |

T-3498.0003-PLAT  
DATE 2024.04.25  
CONTRACT # T3868.0003  
DRAWN BY MBC

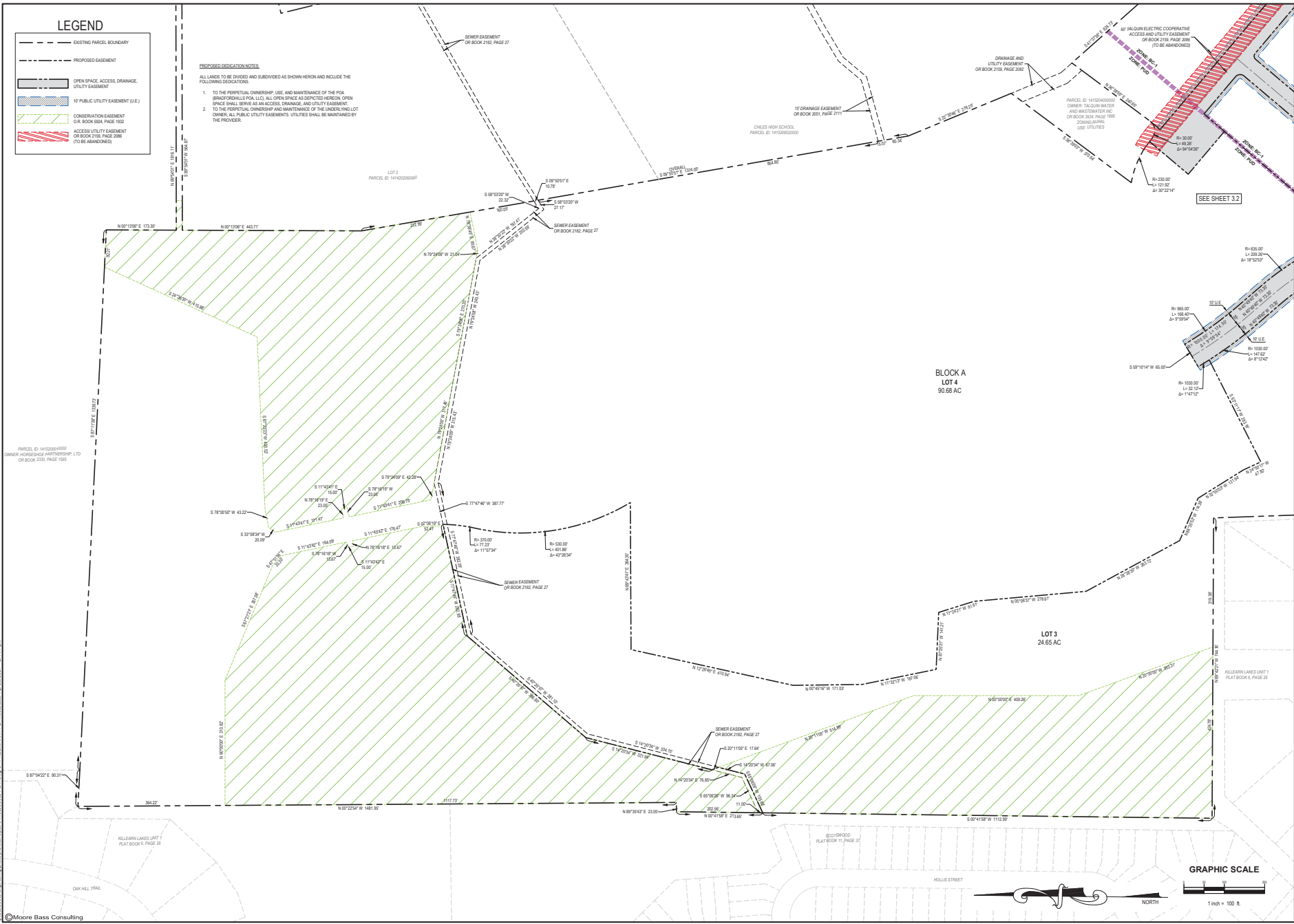
The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. are hereby submitted for the purpose of obtaining a permit from the appropriate authority. The permit applicant shall be responsible for obtaining all necessary permits and for providing all required information and data to the appropriate authority. The permit applicant shall be responsible for providing all required information and data to the appropriate authority.

90 N. GADSDEN STREET  
TALLAHASSEE, FL 32303  
SEAL

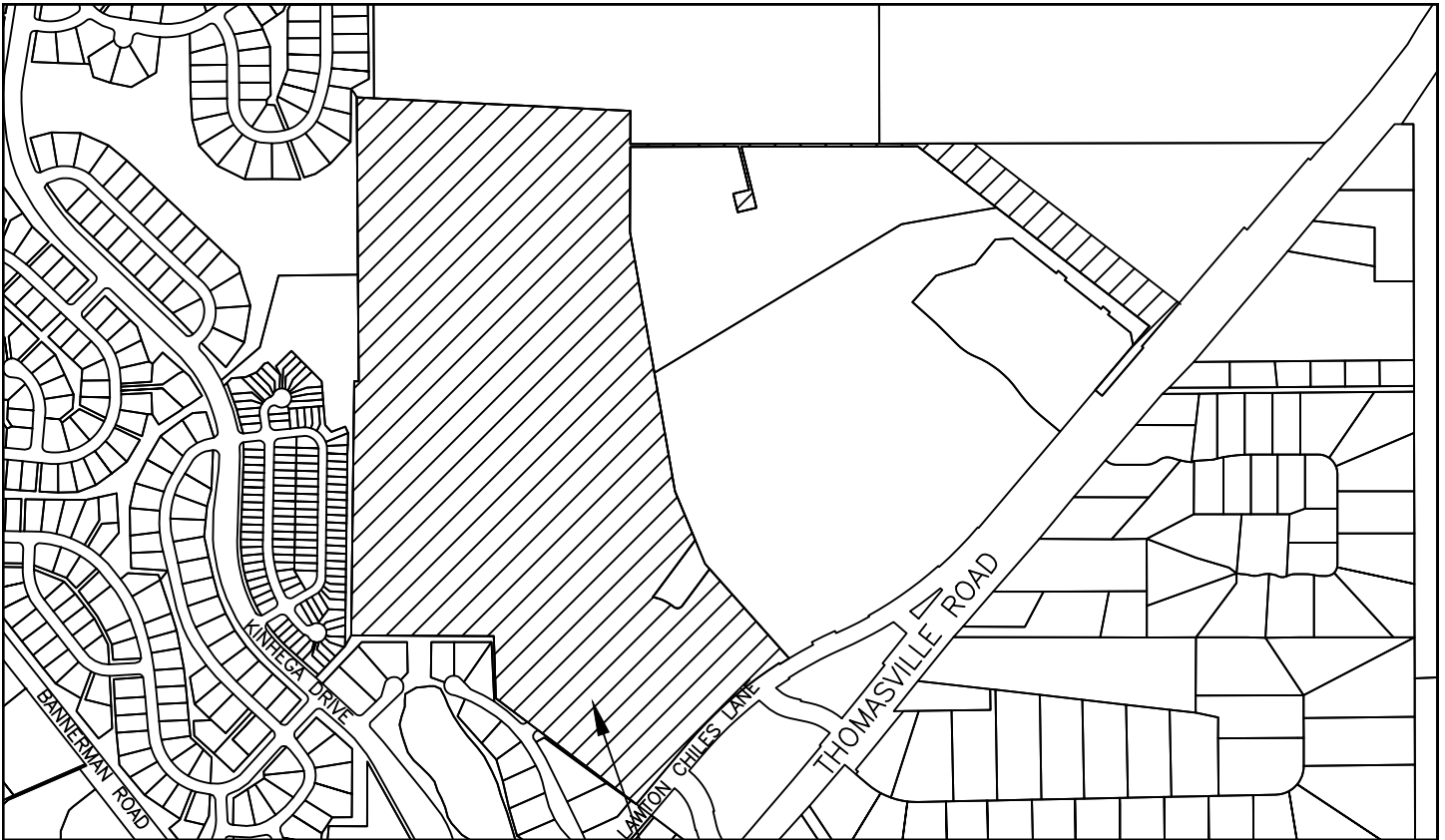
Ben B. Hood  
State of Florida, Professional Engineer  
License No. 89192  
**PRELIMINARY, NOT FOR CONSTRUCTION**

SHEET TITLE  
PRELIMINARY PLAT

SHEET  
**3.1**

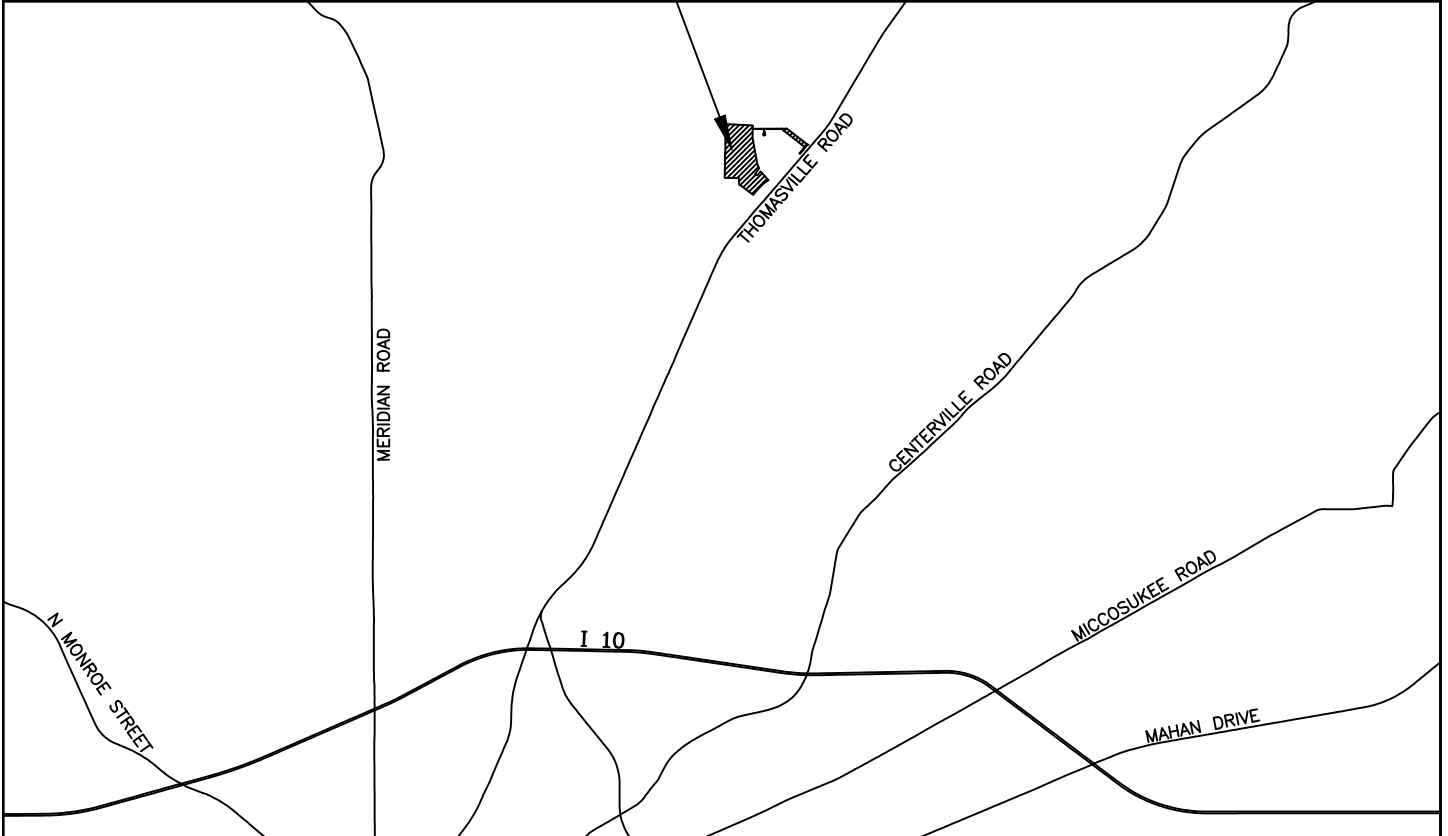






**SITE MAP**  
SCALE 1" = 1000'

**BRADFORD HILLS - PHASE 1**



**LOCATION MAP**  
SCALE 1" = 10000'


**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

## Agenda Item #9

July 9, 2024

**To:** Honorable Chair and Members of the Board  
**From:** Vincent S. Long, County Administrator   
**Title:** Authorization to Negotiate for Professional Audit Services

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator  |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator   |
| <b>Lead Staff/ Project Team:</b>    | Kenneth Kent, Chief Deputy Clerk<br>Edward Burke, Finance Director<br>Melanie Hooley, Director, Purchasing |

### **Statement of Issue:**

This item seeks Board authorization to negotiate and execute an agreement for professional auditing services. The current agreement expires September 30, 2024.

### **Fiscal Impact:**

This item has a fiscal impact. This item has been budgeted and adequate funding is available. External audit services are estimated to cost \$350,000 annually dependent upon actual hours of work performed.

### **Staff Recommendation:**

Option # 1: Authorize the County Administrator or his designee to negotiate fees for Professional Auditing Services for Leon County (Attachment #1) with Thomas Howell Ferguson P.A./Law, Redd, Crona & Munroe, P.A. (THF/LRDM). If negotiations are unsuccessful, authorize the County Administrator or designee to negotiate with the next highest ranked firms in order or ranking, and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.

## Report and Discussion

### **Background:**

This item seeks Board authorization to negotiate an agreement for professional auditing services with the top-ranked firm and to execute an Agreement with Thomas Howell Ferguson P.A./Law, Redd, Crona & Munroe, P.A. to serve as the County's independent external auditor.

State law requires that a complete set of financial statements be published within nine months of the fiscal year end and presented in conformance with Generally Accepted Accounting Principles (GAAP) as applicable to governmental entities. To meet this requirement, the County hires an independent external auditor to audit the financial statements.

### **Analysis:**

A Request for Proposals (RFP), as required by Section 218.391, Florida Statutes, was advertised for Professional Auditing Services through the automated procurement system OpenGov Procurement and in the legal notices of the Tallahassee Democrat on April 4, 2024. A total of 8,158 vendors were notified through the automated procurement system. A total of 17 RFP packages were requested and the County received four proposals on May 7, 2024.

Due to the limited possibilities for sub-contracting, in accordance with County MWSBE policy, the Office of Economic Vitality's MWSBE Division advised that no aspirational targets be included as part of the solicitation process.

Pursuant to the provisions of Section 218.391, Florida Statutes, the Auditor Selection Committee was composed of designees of the Board and each Constitutional Officer. The Committee included the following individuals:

- Elise Gann, Sheriff;
- Chris Moore, Supervisor of Elections;
- Amanda Bradham, Property Appraiser;
- Jamie Duggar, Tax Collector;
- Deidre Melton, Leon County (Board appointment for the Audit Advisory Committee); and
- Kenneth Kent, Clerk of the Court

All proposals met the mandatory criteria and were evaluated by each Committee member using the technical evaluation criteria outlined in the RFP (Attachment #1).

Each Committee member scored and ranked the proposals based on experience, qualifications, and methodology. The individual ranks were averaged to provide the committee ranking (Attachment #2) with a score of "1.0" being the highest rank possible. Thomas Howell Ferguson, P.A./Law, Redd, Crona & Munroe, P.A. was the top ranked firm by the Committee.

Based upon the final ranking, the committee recommends negotiating with the top ranked vendor. The initial term of the contract is for three years with two two-year optional renewals for a total potential of seven years. Should the County and the top ranked vendor be unable to negotiate a satisfactory contract, then negotiations with that firm would be formally terminated and negotiations would commence with the second ranked vendor. Failing to reach a contract with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Failing to reach a contract with the third-ranked firm, negotiations shall then be terminated with that firm and undertaken with the fourth-ranked firm.

**Options:**

1. Authorize the County Administrator or his designee to negotiate fees for Professional Auditing Services for Leon County (Attachment #1) with Thomas Howell Ferguson P.A./Law, Redd, Crona & Munroe, P.A. (THF/LRDM). If negotiations are unsuccessful, authorize the County Administrator or designee to negotiate with the next highest ranked firms in order or ranking, and authorize the County Administrator to execute the Agreement, and any amendments thereto, subject to legal review by the County Attorney.
2. Do not authorize the County Administrator, or designee, to negotiate professional auditing services for Leon County fees.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Draft Agreement for Professional Auditing Services for Leon County
2. Final Ranking Summary

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 Auditing Services set forth in: 1) Bid# BC-2024-024, attached hereto and incorporated herein as Exhibit A; and 2) the Contractor's bid submission, attached hereto and incorporated herein as Exhibit B; and the Fee Schedule, attached hereto and incorporated herein as Exhibit C (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A or Exhibit B, the provision contained in this Agreement shall govern and control.

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, 2024, and shall continue until July 31, 2027. After the initial three (3) year period, at the sole option of the County, this Agreement may be renewed for no more than two additional two (2) year periods. Such two (2) 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.

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 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.



AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

5. CONTRACT SUM

- A. The Consultant agrees that for the performance of the Work as outlined in Sections 1 and 2 above, it shall be paid a contract sum by the County according to the rates in the Unit Pricing Sheet contained in Exhibit C (the "Unit Pricing Sheet") attached hereto and incorporated herein by this reference (the "Contract Sum").
- B. Travel Expenses: Any travel by the Consultant, which is contained within, or otherwise associated with, the scope of Work for a specific project shall be considered incidental to, and a part of, the Contract Sum. As such, there shall be no reimbursement of such travel expenses by the County.

Consultant travel which is not covered within the scope of Work, 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 County and must be within limitations described herein and in Section 112.061, Florida Statutes. Consultants traveling on a cost reimbursement basis must have their travel authorized by the department head or representative from whose budget the travel expenses will be paid and by the County Administrator.

- C. 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

Payments will be made in accordance with Section 218.70, Florida Statutes, et. seq., the "Local Government Prompt Payment Act."

7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

- A. The County Project Manager is:
  - Name:
  - Street Address:
  - City, State, Zip Code:
  - Telephone:
  - E-mail:
- 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:

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

- D. Invoices are to be submitted to:
  - Name:
  - Street Address:
  - City, State, Zip Code:
  - Telephone:
  - E-mail:

- 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. DISPUTES/REMEDIES

- A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with Leon County Policy 96-1, as amended.
- B. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:
  - 1) The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
  - 2) Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
  - 3) If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
  - 4) Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
  - 5) If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) Business Days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

9. 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.

10. INSURANCE

Contractor shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

- A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).
- 3) Workers' Compensation and Employers Liability: insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.
- 4) Professional Liability Insurance, including errors and omissions: for all Work performed under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the Agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.

B. Deductibles and Self-Insured Retentions

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

C. Other Insurance Provisions

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

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
  - d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

- 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.

11. PERMITS

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

12. LICENSES & REGISTRATIONS

The Contractor shall be responsible for obtaining and maintaining any licenses, certifications, and/or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, or any other applicable state or Federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to operate, the Contractor shall be in default of this Agreement as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

13. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for the performance of such Work.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this 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

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

under this Agreement the full amount of any value paid in violation of a warranty, and to recover all sums paid to Contractor under this Agreement.

14. ASSIGNMENTS

This Agreement shall not be assigned or sublet in whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

15. 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.

16. 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**

17. 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.

18. TERMINATION

Leon County may terminate this Agreement without cause by giving the Contractor thirty (30) days written notice of

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

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 287.135(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

19. 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. 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.

20. 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.

21. 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.

22. EMPLOYMENT ELIGIBILITY VERIFICATION

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

23. 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.

24. 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

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.



AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

31. 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.

32. 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.

33. 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.

34. INTERPRETATION

This Agreement shall be interpreted without the aid of any canon, custom, or rule requiring construction against the drafter.

35. 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.

36. 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.

41. ENTIRE AGREEMENT

This Agreement, including the terms and conditions shown above contains the complete and final agreement between the County and Contractor and no other agreement in any way modifying any of said terms and conditions will be binding upon the County unless made in conformance with this Agreement. Contractor may not unilaterally modify the terms of the Agreement (e.g., attachment or inclusion of standard preprinted forms, product literature, or terms accompanying or affixed to a product or purchase order, whether written or electronic) or by incorporating such terms onto Contractor's invoice or other documents forwarded by Contractor for payment. The County's acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions and any additional or conflicting, terms proposed by Contractor. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the Parties after the date hereof.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B
4. Exhibit C
5. Exhibit D

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

ATTACHMENTS

- Exhibit A – Solicitation Document #BC-2024-024
- Exhibit B – Contractor’s Response to Solicitation #BC-2024-024
- Exhibit C – Fee Schedule
- Exhibit D – Truth in Negotiation Certification

**The remainder of this page intentionally left blank.**

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND <<VENDOR TBD>>  
BC-2024-024

---

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: \_\_\_\_\_



**REQUEST FOR PROPOSAL**

**FOR**

**AUDITING SERVICES**

**Proposal Number BC-2024-024**

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

RELEASE DATE: April 4, 2024

RFP Title: Request for Proposals for AUDITING SERVICES

PAGE 2 OF 36

Proposal Number BC-2024-024

Opening Date: May 7, 2024, 2:00 pm

---

## Auditing Services

1. Introduction
2. Scope of Services
3. General Instructions
4. Solicitation Instructions
5. Required Certifications
6. Selection Process
7. Minority, Women, Small Business (MWSBE) Enterprise
8. Insurance Requirements
9. Terms and Conditions
10. Ethical Business Practices
11. Evaluation Criteria
12. Submittals

### Attachments:

A - Proposal Response Cover Sheet

B - Forms for Solicitation - To be completed and submitted

C - Description of Government

D - Agreement

E - Current Contract B-18-050 for informational purposes only

F - Engagement Letter sent to current firm - form informational purposes only

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 1. Introduction

### 1.1. Summary

Leon County Board of County Commissioners "County" is accepting proposals from qualified firms of certified public accountants to audit three years of financial statements commencing with the fiscal year ending September 30, 2024, with the option of auditing the financial statements for each of the four subsequent fiscal years (seven years maximum). These audits are to be performed in accordance with generally accepted auditing standards, the standards for financial audits set forth in the United States General Accounting Office's (GAO), Government Auditing Standards (2003), the provisions of the federal Single Audit Act of 1996, United States Office of Management and Budget (OMB) Circular A-133 Audits of State, Local Governments, and Non-Profit Organizations, the Florida Single Audit Act of Section 215.97, Florida Statutes, and the Audits of State and Local Governments as well as the following additional requirements:

- Section 218.39, Florida Statutes
- Section 11.45, Florida Statutes
- Chapter 10.550, Rules of the Auditor General, Local Governmental Entity Audits
- Additional Court Costs---Section 938.05, Florida Statutes and Section 939.185, Florida Statutes
- Hunting/Fishing Licenses---Section 379.361, Florida Statutes and Section 379.352, Florida Statutes
- Landfill Closure Costs---Florida Administrative Code 62-701.630
- County Court-Related Functions Expenditures---Section 29.008, Florida Statutes
- State of Florida Local Government Financial Reporting, Bureau of Accounting, Department of Financial Services

Section 11.45, Florida Statutes, requires an annual financial audit of all County agencies. Section 11.45 F.S. defines a financial audit as an examination of financial statements in order to express an opinion on the fairness with which they are presented in conformity with generally accepted accounting principles and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Section 218.32(1)(a) F. S. also requires "The county audit shall be one document which shall include a separate audit of each county agency" and further requires that "The County audit shall be a single report".

### 1.2. Background

Leon County is a political subdivision of the State of Florida. Leon County had an estimated 2023 population of 296,913 residents. Tallahassee is the only city in the County. Leon County covers a land area of 702 square miles and is located in north Florida midway between Jacksonville and Pensacola. The Georgia state line is the northern boundary of the County.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

The County operates under a commission/administrator form of government, with a governing board consisting of seven county commissioners; two are elected at-large while five are elected from specific districts. They are elected to staggered four-year terms. During the November 2002 elections, the voters of Leon County approved a referendum adopting a Charter for the County.

In addition to the Board of County Commissioners, there are five independently elected constitutional officers as follows:

Clerk of the Circuit Court  
Property Appraiser  
Sheriff  
Supervisor of Elections  
Tax Collector

All of the Constitutional Officers and County Commissioners are governed by and derive their operating authority from the Constitution and laws of the State of Florida. There is also a County Attorney reporting directly to the Board of County Commissioners.

In order to assist the proposal development, the total County government is more fully described as follows:

A. Board of County Commissioners. The officials are an independently elected seven member Board as established by Article VIII, Section 1(e), of the Florida Constitution. Generally, the Board adheres to the accounting principles, standards and procedures prescribed by the State of Florida, Office of the Comptroller, Department of Banking and Finance, Bureau of Local Government Finance, as set forth in the Uniform Accounting System manual which closely conforms to the publication of the National Committee on Governmental Accounting entitled, Governmental Accounting, Auditing and Financial Reporting (GAAFR), other promulgations of The National Council on Governmental Accounting, and the Industry Audit Guide for State and Local Governments published by the American Institute of Certified Public Accountants (AICPA).

The Board appoints a County Administrator to administer all policies emanating from its statutory powers and authority.

The Clerk of the Circuit Court is the chief financial officer of the County. The Clerk is ex-officio Clerk to the Board of County Commissioners, Auditor, Recorder and Custodian of all County funds as provided by Article VIII, Section 1(d), of the Florida Constitution. Accounting records and minutes of official Board actions are prepared and maintained by the Clerk of the Circuit Court. Governmental funds are accounted for on the modified accrual basis of accounting. Proprietary funds are accounted for on the full accrual basis.

Included within the audit of the Board of County Commissioners shall be those dependent special districts, authorities, boards and commissions who fall within the definitions outlined in the Governmental Accounting Standards Board (GASB) Statement Number 14, and as amended by GASB Statement 61.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

B. Clerk of the Circuit Court. This officer is independently elected as established by Article V, Section 16, and Article VIII, Section 1(d) of the Florida Constitution. The office is a separate entity for financial reporting purposes as provided by Chapter 218, Florida Statutes. Financial operations are conducted on the modified accrual basis of accounting. The operations of the office are governed primarily by Chapter 28, Florida Statutes. The Clerk performs the duties of Clerk to the Board as a budget officer, with funding provided by the Board in the form of operating transfers for the county fiscal year ending September 30th. In return, the Clerk is responsible for the collection of revenues within the jurisdictional area of the Clerk, and for the subsequent remittance of such collections to the Board of County Commissioners. The Clerk performs the duties of Clerk of the Circuit Court as a budget officer, wherein revenues collected by the office are distributed to the state. The state provides an appropriation to the Clerk for the judicial functions of the Clerk based on the state fiscal year ending June 30th.

C. Property Appraiser. This officer is independently elected as established by Article VIII, Section 1(d) of the Florida Constitution. The office is a separate entity for financial reporting purposes as provided by Chapter 218, Florida Statutes. The Property Appraiser is not a fee officer as defined in Section 218.31(8), Florida Statutes, but rather derives funding by allocating current year budgeted appropriations among each of the entities levying ad valorem taxes during the preceding year (with the exception of the District School Board and municipalities which are apportioned to the County) by the ratio of taxes levied by that entity to total taxes levied by all taxing entities. Financial operations are conducted on the modified accrual basis of accounting.

D. Sheriff. This officer is independently elected as established by Article VIII, section 1(d), of the Florida Constitution. The office is a separate entity for financial reporting purposes as provided by Chapter 218, Florida Statutes. The Sheriff is not a fee officer as defined in Section 218.31(8), Florida Statutes and therefore operates as a budget officer, with funding provided by the Board in the form of operating transfers. In return, the Sheriff is responsible for the collection of revenues within the jurisdictional area of the Sheriff, and for the subsequent remittance of such collections to the Board of County Commissioners. Financial operations are conducted on the modified accrual basis of accounting. The operations of the office are governed primarily by the provisions of Chapter 30, Florida Statutes.

E. Supervisor of Elections. This officer is independently elected as established by Article VIII, Section 1(d), of the Florida Constitution. The office is a separate entity for financial reporting purposes as provided by Chapter 218, Florida Statutes. The Supervisor of Elections is not a fee officer as defined in Section 218.31(8), Florida Statutes and therefore operates as a budget officer, with funding provided by the Board in the form of operating subsidies. In return, the Supervisor of Elections is responsible for the collection of revenues within the jurisdictional area of the Supervisor of Elections, and for the subsequent remittance of such collections to the Board of County Commissioners. Financial operations are conducted on the modified accrual basis of accounting. The Supervisor of Elections is the official custodian of the Books of Registration, with exclusive control of matters pertaining to registration of electors and the administration of elections.

F. Tax Collector. This officer is independently elected as established by Article VIII, Section 1(d), of the Florida Constitution. The office is a separate entity for financial reporting purposes as provided by Chapter 218, Florida Statutes. The Tax Collector is a fee officer as defined in Section 218.31(8), Florida Statutes and therefore operates on funding provided from the collection of fees for services provided. Financial operations are conducted on the modified accrual basis of accounting.



RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

### 1.3. Contact Information

**Melanie Hooley**  
Purchasing Director  
1800-3 Blair Stone Rd  
Tallahassee, FL 32308  
Email: [hooleym@leoncountyfl.gov](mailto:hooleym@leoncountyfl.gov)  
Phone: (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>.

|   |                        |
|---|------------------------|
| <b>Release Project Date</b>   | April 4, 2024          |
| <b>Question/Inquiries Deadline</b>  | April 18, 2024, 4:00pm |
| <b>Opening Date</b>   | May 7, 2024, 2:00pm    |
| <b>Anticipated Date of Approval of Ranking and Authority to Negotiate</b> | 6/11/2024              |

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 2. Scope of Services

### 2.1. Term of Agreement

An initial three year contract is contemplated, subject to the annual review and recommendation of the Auditor Selection Committee, the satisfactory negotiation of terms (including a price acceptable to both the County and the selected firm), the concurrence of the County Commission and the annual availability of an appropriation. The contract will be further subject to the receipt of notification on or before July 1 in any fiscal year that the State of Florida, Office of the Auditor General has decided to perform a financial audit for that fiscal year, as provided in Section 11.45, Florida Statutes. After the initial three (3) year period, at the sole option of the County, this Agreement may be renewed for no more than two additional two (2) year periods, subject to the above conditions. Such two (2) 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.

### 2.2. Time Requirements/Key Dates

- A. Notification and Contract Dates
  - 1. Approval of ranking, authority to negotiate and Authorization of Chairman to execute contract is anticipated to be conducted at the June 11, 2024 Board of County Commissioners' meeting.
- B. Date Audit May Commence
  - 1. Audit work may be commenced at any date after the execution of the contract between the parties. In future years, interim work shall commence no earlier than July 1 of each year.
- C. Schedule for the Fiscal Year 2023-2024 Audit
  - 1. These dates are subject to change based on regulatory or statutory requirement. A similar schedule will be developed for audits of future fiscal years. Each of the following shall be completed by the auditor no later than the dates indicated.
    - a. Fieldwork - The auditor shall complete all fieldwork by January 27, 2025.
    - b. Draft Reports - The auditor shall have drafts of all audit reports and recommendations to the Clerk of the Circuit Court and individual constitutional officers by February 3, 2025.
- D. Entrance Conferences, Progress Reporting and Exit Conferences
  - 1. A similar time schedule will be developed for audits of future fiscal years. At a minimum, the following conferences should be held:
    - a. Entrance conference with Elected Officials - To be scheduled
    - b. Entrance conference with key Accounting and Finance personnel - To be scheduled. The purpose of this meeting will be to discuss prior audit problems and the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor.
    - c. Exit conferences with the Clerk of the Circuit Court, Chairman of the Board of County Commissioners (or designee), and individual constitutional officers - To be scheduled. The purpose of this meeting will be to summarize the results of the field work and to review significant findings.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

- d. Weekly status meetings shall be held with the Clerk of the Circuit Court, key Finance Department personnel, audit manager and managing partner starting at the beginning of audit fieldwork and continuing until the final report is issued. These conferences may take place by phone if they cannot be scheduled in person. Alternatively, the auditor may provide written reports on the progress of the audit on a weekly basis.
- E. Date Final Report is Due
  1. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Clerk of the Circuit Court (or designee), and each constitutional officer or designee (as applicable) by March 3, 2025.
  2. Each official will complete their review of the draft reports and respond to the management letter comments (as applicable) as expeditiously as possible. It is not expected that this process should exceed three weeks. During this period, the auditor should be available for any meetings which may be necessary to discuss the audit reports. Once all issues for discussion are resolved and the County's responses are incorporated, the final signed report shall be delivered to the Clerk of the Circuit Court and each constitutional officer as applicable. This process must be completed and the final reports delivered by March 21, 2025.

### **2.3. Scope of Work to be Performed**

Leon County desires the auditor to express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles.

These audits are to be performed in accordance with generally accepted auditing standards, the standards for financial audits set forth in the United States General Accounting Office's (GAO), Government Auditing Standards (2003), the provisions of the federal Single Audit Act of 1996, United States Office of Management and Budget (OMB) Circular A-133 Audits of State, Local Governments, and Non-Profit Organizations, the Florida Single Audit Act of Section 215.97, Florida Statutes, and the Audits of State and Local Governments as well as the following additional requirements:

- o Section 218.39, Florida Statutes
- o Section 11.45, Florida Statutes
- o Chapter 10.550, Rules of the Auditor General, Local Governmental Entity Audits
- o Additional Court Costs---Section 938.05, Florida Statutes and Section 939.185, Florida Statutes
- o Hunting/Fishing Licenses---Section 379.361, Florida Statutes and Section 379.352, Florida Statutes
- o Landfill Closure Costs---Florida Administrative Code 62-701.630
- o County Court-Related Functions Expenditures---Section 29.008, Florida Statutes
- o State of Florida Local Government Financial Reporting, Bureau of Accounting, Department of Financial Services

### **2.4. Auditing Standards and Requirements to be Followed**

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the United States General Accounting Office's (GAO) Government Auditing Standards, the provisions of the federal Single Audit Act, the United States Office of Management and Budget (OMB) Circular A-133, the Florida Single Audit Act of Florida Statute 215.97, and the Audits of State and Local Governments; Section 11.45, Florida Statutes; Chapter

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

10.550, Rules of the Auditor General Local Governmental Entity Audits; and any other required standards that are or become applicable.

## **2.5. Reports to be Issued**

Following the completion of the audit of each fiscal year's financial statements during the term of the contract, the auditor shall issue:

- A. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. In addition to the report for the County as a whole, a separate report is required for the Board of County Commissioners, each of the five constitutional officers, and the Annual Comprehensive Financial Report (ACFR).
- B. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
- C. A report on compliance with applicable laws and regulations.
- D. A report on the fair presentation of Supplementary Information Schedules of Federal, State, and Local Financial Assistance in relation to the financial statements of the County taken as a whole.
- E. A report on the internal control structure used in administering federal, state and local financial assistance programs.
- F. A report on the compliance with laws and regulations related to major and non-major federal, state, and local financial assistance programs. This report should include an opinion on compliance with specific requirements applicable to major federal financial assistance programs, a report on compliance with general requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal financial assistance program transactions tested.
- G. Any other attestations and certifications as may be required by Florida Statutes or Florida Administrative Code. This includes, but is not limited to:
  1. A report on the fair presentation of the Schedule of Other Cash and Investments of the Solid Waste System Fund to comply with rule 62-701.630 of the Florida Administrative Code.
  2. A report on the fair presentation of the Statement of Revenues and Expenditures and Allocation of Funds - Additional Court Costs.
  3. A certification on the fair presentation of the Statement of County Funded Court Related Functions in accordance with the provisions of Section 29.0085, Florida Statutes.
  4. A certification on the fair presentation of the Assessment of Additional Court Costs in accordance with the provisions of Section 939.185, Florida Statutes.
  5. A report on the fair presentation of the Clerk of the Circuit Court Compliance Control Questionnaire.
  6. Management letter.

In the required report(s) on internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. In addition, the audit reports should include all necessary components and disclosures required by the applicable Rules of the Auditor General.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on internal controls.

Separate reports shall be issued for the Board of County Commissioners and each constitutional officer.

The reports on compliance shall include all instances of noncompliance with applicable laws and regulations.

Irregularities and illegal acts: The auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Finance Director, to the elected official responsible for the operations of the unit of the County being audited, and then, when appropriate, to the next higher authority in the organization.

Reporting to the Clerk of the Circuit Court: The auditors shall assure themselves that the Clerk of the Circuit Court is informed of each of the following:

- A. The responsibilities of the auditor under generally accepted auditing standards.
- B. Significant audit adjustments.
- C. Difficulties encountered in performing the audit.

## **2.6. Special Considerations**

- A. Leon County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in the Certificate of Achievement for Excellence in Financial Reporting Program. It is expected that the auditor will provide any special assistance necessary to ensure that Leon County continues to meet the requirements of that program. Leon County has received this award since September 30, 1996.
- B. Leon County may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required under the contract, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor, and any necessary "comfort letters."
- C. The schedule of federal, state, and local financial assistance and related auditor's report, as well as the reports on the internal control structure and compliance are to be issued as part of the comprehensive annual financial report.
- D. The audit requirements of the Single Audit Act shall be performed on all federal, state, and local financial assistance programs.
- E. The auditor will be responsible for the preparation of the required financial statements and the accompanying notes for the Board of County Commissioners, Clerk of the Circuit Court, Property Appraiser, Sheriff, Supervisor of Elections, Tax Collector, . The Clerk of the Circuit Court, Finance Department will prepare the letters of transmittal, MD & A, and statistical sections of the annual comprehensive financial report.
- F. The County is progressive in its attitude toward new accounting standards. Early implementation is practiced when recommended. The auditor should be able to provide guidance and assist in the implementation of current changes in governmental accounting standards.
- G. As required by the provisions of Chapter 10.550, Rules of the Auditor General, the auditor shall review the Annual Financial Report of Units of Local Government (which is required to be completed pursuant to the provisions of Section 218.32, Florida Statutes), in order to ensure it is in agreement with the audited financial statements.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

- H. A list of findings and other weaknesses with responses from the most recent financial statement audit of Leon County are attached to this document (Appendix A). Of those findings and other weaknesses, management believes that all the issues have been resolved.
- I. The auditor shall be required to provide an electronic copy and (45) copies of the Comprehensive Annual Financial Report, (3) original, and also, (35) copies of a report on the financial statements, internal control and compliance in accordance with the audit guide and standards for compliance with the Federal and Florida Single Audit Acts, as may be required. Finally, (5) copies of the audit on the Constitutionals are required.

## **2.7. Working Paper Retention and Access to Working Papers**

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years after release of the audit, unless the firm is notified in writing by Leon County of the need to extend the retention period.

The auditor will be required to make working papers available, upon request, without charge, to the following parties or their designee:

- Leon County
- United States Department of Health and Human Services
- United States General Accounting Office (GAO)
- Parties designated by the federal or state governments or by Leon County as part of an audit quality review process
- Auditors of entities of which the County is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

## **2.8. Assistance to be Provided to the Auditor and Report Preparation**

- A. Finance Department and Clerical Assistance
  - Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. Trial balances will be prepared by Finance Department staff for the Board of County Commissioners, the Supervisor of Elections, and Clerk of the Circuit Court. Other Constitutional Officers are responsible for the preparation of their trial balances. Any additional information provided by Leon County will be in the format maintained by the County. Any additional or reformatted schedules will be the responsibility of the auditor. Confirmations will be typed by Finance Department staff, if requested. In addition, clerical support will be made available to the auditor for up to three (3) hours per week of routine letters and memoranda.
- B. Electronic Data Processing (EDP) Assistance
  - The availability of EDP personnel to assist the auditor in performing the engagement will be limited, so the need should be specifically addressed in submitted proposals. EDP personnel will be available to provide systems documentation and explanations. The auditor will be provided inquiry only access to the accounting systems of both the Board of County Commissioners and Clerk of the Circuit Court.
- C. Work Area, Telephones, Photocopying and Facsimile Machines

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

- Leon County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to one telephone line, photocopying facilities and Facsimile machines. No long distance calls shall be charged to the County. Facsimile machine transmittals and photocopies must be logged.

D. Report Preparation

- Report preparation, editing and printing of the Board report and the ACFR shall be the responsibility of the auditor. In addition, the auditor shall also be responsible for the preparation and printing of the following reports:
  - Single Audit
  - Financial Statements of the Constitutional Officers
  - Report on Internal Control Structure and Compliance with Laws and Regulations
  - Schedule of Other Cash and Investments of the Solid Waste System Fund
  - Statement of Revenues and Expenditures and Allocation of Funds - Additional Court Costs
  - Report on Statement of Revenues and Expenditures and Allocation of Funds - Additional Court Costs
  - A report on the Clerk of the Circuit Court Compliance

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

### 3. 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).

#### 3.1. 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).

#### 3.2. 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.

#### 3.3. Proposal Media Format (Electronic Only)

Proposals for this RFP shall be submitted electronically to this solicitation in OPENGOV Procurement Portal at <https://procurement.opengov.com/portal/leoncounty>.



RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

### **3.4. Respondent Registration**

Respondents 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 respondents. Also, respondents 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 respondent 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".

### **3.5. 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.

### **3.6. 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 respondent.

### **3.7. 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.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 4. Solicitation Instructions

### 4.1. 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.

### 4.2. 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 vendors (those vendors who have been registered as receiving a proposal 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.

### 4.3. 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 (Tuesday, May 7, 2024 at 2:00 pm), as identified in the Schedule of Events, to be considered.

### 4.4. Receipt and Opening of Proposals

Proposals will be opened publicly at the time and place stated in the Timeline. When the specified time has arrived no proposals received thereafter will be considered. At the time fixed for the opening of proposals, the tabulation sheet 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

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

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.

#### **4.5. Timely Delivery**

It is the respondent'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.

#### **4.6. Preparation Costs**

The County is not liable for any costs incurred by respondents prior to the issuance of an executed contract.

#### **4.7. Preparation of Proposal**

Any material submitted to the County that Respondent 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 Respondent is required to also provide an unredacted copy of the redacted information as part of the Proposal. If a third party submits a request to the County for records designated as Trade Secret Materials by a Respondent, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Respondent. By submitting a Proposal, Respondent 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.

#### **4.8. 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.

#### **4.9. 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. In accordance with Section 287.05701(3), Florida Statutes, in determining whether a bidder is responsible, the County will not request documentation of or consider a bidder's social, political, or ideological interests, nor give preference to a bidder based on such interests. 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

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

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.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 5. Required Certifications

### 5.1. 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, or the State of Florida.

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.

### 5.2. 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.

### 5.3. 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.

### 5.4. 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."

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## **5.5. Employment Eligibility Verification**

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

## **5.6. 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.
  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."

## **5.7. 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.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

- 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.

## **5.8. 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.

## **5.9. 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.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 6. Selection Process

### 6.1. Evaluation Committee

Proposals submitted will be evaluated by an auditor selection committee, created pursuant to the provisions of Section 218.391, Florida Statutes, with membership consisting of the following Constitutional officers or their designees:

- Clerk of the Circuit Court
- Property Appraiser
- Sheriff
- Supervisor of Elections
- Tax Collector
- One member of the Board of County Commissioners or its designee

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. 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).

### 6.2. Scoring and Ranking

Evaluators will independently score each responsive proposal based upon the points given in the Scoring Sheet utilizing the Evaluation Criteria Matrix. If applicable, the scores will be provided by the Purchasing Division for both Price/Cost and Local preference.

Proposals will be ranked using the ordinal ranking process. First, each evaluator will score proposals based upon the points given in the Scoring Sheet utilizing the Evaluation Criteria contained herein. Then each evaluator will utilize ordinal ranking to rank each proposal. These rankings will be averaged to determine the final ranking of proposals.

### 6.3. Recommendations and Negotiations

If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the board shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.



RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 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@oeforbusiness.org](mailto:Lraffington@oeforbusiness.org) OR Shanea Wilks of the MWSBE Division at [Swilks@oeforbusiness.org](mailto:Swilks@oeforbusiness.org). A directory of certified MBE and WBE firms is available on the OEV website: <https://oeforbusiness.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](#).

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 8. Insurance Requirements

### 8.1. Overview

Bidders' attention is directed to the insurance requirements set forth in 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 as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The awarded Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 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. Purchases By Other Public Agencies

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

### 9.4. 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.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## **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.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

## 11. 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.  | <p><b>Experience/Qualifications</b><br/>Shall consider the following criteria:</p> <p>A. Expertise and Experience</p> <ol style="list-style-type: none"> <li>1. The past experience and performance of the firm (and specifically the local office which will be performing the engagement) on comparable government engagements</li> <li>2. The quality of the professional personnel of the firm to be assigned to the engagement and the quality of the management support personnel of the firm to be available for technical consultation</li> <li>3. The experience of the firm in performing single audits of federal or state financial assistance programs</li> </ol> | 0-5 Points     | 50<br><i>(50% of Total)</i> |
| 2.  | <p><b>Methodology</b><br/>Shall consider the following criteria:</p> <p>A. Audit Approach</p> <ol style="list-style-type: none"> <li>1. Adequacy of the proposed staffing plan for various segments of the engagement</li> <li>2. General approach to the audit</li> <li>3. Adequacy of sampling techniques</li> <li>4. Adequacy of analytical procedures</li> <li>5. Approach to EDP systems</li> </ol>   | 0-5 Points     | 45<br><i>(45% of Total)</i> |

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

|           |   |                   |                                   |
|-----------|---|-------------------|-----------------------------------|
| <p>3.</p> | <p><b>Local Preference</b><br/>Points for Local Preference will be awarded as follows:</p> <ul style="list-style-type: none"> <li>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</li> <li>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</li> <li>C. All other individuals or firms shall be given zero (0) points for Local Preference.</li> </ul> <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> | <p>0-5 Points</p> | <p>5<br/><i>(5% of Total)</i></p> |
|-----------|---|-------------------|-----------------------------------|

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## 12. Submittals

### 12.1. 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

### 12.2. Proposer Guarantees\*

I certify that this firm can and will provide and make available, at a minimum, all services set forth in this Request for Proposals (RFP).

Please confirm  
\*Response required

### 12.3. Mandatory Elements\*

I certify that this firm meets the mandatory requirements below.

- A. The audit firm is independent and licensed to practice in the State of Florida.
- B. The professional personnel of the audit firm have received adequate continuing professional education within the preceding two years.
- C. The firm has no conflict of interest with regard to any other work performed by the firm for Leon County.
- D. The firm has a record of quality audit work.
- E. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

Please confirm  
\*Response required

### 12.4. 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

### 12.5. 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 Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

Please confirm  
\*Response required

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

### **12.6. Scrutinized Company Certification\***

As required by Section 287.135(5) Florida Statutes, 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

### **12.7. Insurance Certification\***

Bidders' attention is directed to the insurance requirements set forth in the Agreement contained in the "Attachments" section of this solicitation.

I certify that this firm has coverage is in place at the required levels or, if awarded, coverage will be in place at the required levels.

Please confirm

\*Response required

### **12.8. Foreign Country of Concern Affidavit\***

Please download the below document, complete, and upload.

- [Foreign Country of Concern ...](#)

\*Response required

### **12.9. Proposal Response Cover Sheet with Signature\***

Please ensure the document has a manual signature.

\*Response required

### **12.10. RFP Response - Company Information Overview - Tab 1\***

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

- A. Firm name or Joint Venture, business address and office location, telephone number.
- B. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
- C. Address of the office that is to perform the work.
- D. Federal Identification Tax Number or Social Security Number.
- E. The age of the firm, brief history, and average number of employees over the past five years.
- F. Present size of firm, nature of services offered, and breakdown of staff by discipline.
- G. Provide the total number of professionals in your organization and the estimated number of professionals and working hours of these professionals, to be assigned to this project at peak.
- H. Names and descriptions of major projects for which the firm is presently under contract.
- I. If a joint venture, has this joint venture previously worked together? If yes, what projects? A copy of the joint venture agreement should be provided, if available at this time. If the joint venture agreement is not available at



RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

this time, then the selection of the firm will be subject to the County receiving and approving the joint venture agreement, prior to negotiating the contract.

- J. If the respondent is not a joint venture, list outside consultants anticipated to be used on this project. When listing consultants, give the respective specialty of the firm.
- K. the proposer's understanding of the work to be done
- L. the commitment to perform the work within the time period
- M. a statement why the firm believes itself to be best qualified to perform the engagement
- N. a statement that the proposal is a firm and irrevocable offer for sixty (60) days

\*Response required

### **12.11. RFP Response - Technical Proposal - Tab 2\***

Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below as one PDF file:

#### **A. General Requirements**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of Leon County in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE PROPOSAL DOCUMENT.

The technical proposal should address all the points outlined in the request for proposals (excluding any cost information). The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects must be included. They represent criteria against which the proposal will be evaluated.

#### **B. Independence**

The firm should provide an affirmative statement that it is independent of Leon County, including the Board of County Commissioners and each constitutional officer, as defined by generally accepted auditing standards and the United States General Accounting Office's Government Auditing Standards (1994).

The firm should also list and describe the firm's (or proposed subcontractors') professional relationships involving Leon County or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give Leon County written notice of any professional relationships entered into during the period of this engagement.

#### **C. License to Practice in the State of Florida**

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Florida.

\*Response required

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

## **12.12. RFP Response - Qualification and Experience - Tab 3\***

### **Firms Qualification and Experience**

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. This information should include specific details for the office from which the audit will be conducted.

If the proposer is a joint venture or if the proposer is subcontracting a portion of the work, qualifications of each firm comprising the joint venture or each subcontractor should be separately identified and the firm that is to serve as the principal auditor should be clearly stated, if applicable.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

### **Partner, Supervisory, and Staff Qualifications and Experience**

The firm should identify the principal supervisory and management staff, including the engagement partner, manager, other supervisors and specialists, and the auditor in-charge of fieldwork, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Florida. The firm should also provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Also, the firm should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office, providing that any replacements have equal or better qualifications than those personnel replaced. These personnel may also be changed for other reasons with the express prior written permission of Leon County. However, in either case, Leon County retains the right to approve or reject replacements. The qualifications of any replacements will be furnished to the Clerk of the Circuit Court prior to beginning any work on the audit.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of Leon County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications and experience.

In the event of a joint venture or use of a subcontractor, requirements of this section apply to all staff connected with the audit.

### **Prior Engagements with Leon County**

The firm should list separately by type of engagement (i.e. audit, management advisory services, other), all engagements for Leon County since October 1, 1997. For each engagement, the firm should indicate the scope of work, date, engagement partners, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

**Similar Engagements with Other Governmental Entities**

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. Indicate the scope of work, date, engagement partners, the name and telephone number of the principal client contact, and the extent of their participation in the GFOA Certificate program.

\*Response required

**12.13. RFP Response - Project Approach - Tab 4\***

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information as Leon County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- A. Proposed segmentation of the engagement, including time frames for each segment
- B. Level of staff to be assigned to each proposed segment of the engagement
- C. Sample size methodology and the extent to which statistical sampling is to be used in the engagement
- D. Extent of use of EDP software in the engagement
- E. Type and extent of analytical procedures to be used in the engagement
- F. Approach to be taken to gain and document an understanding of the internal control structure of Leon County
- G. Approach to be taken in determining laws and regulations that will be subject to audit test work
- H. Approach to be taken in drawing audit samples for purposes of tests of compliance
- I. Approach to be taken in reviewing and auditing EDP systems
- J. The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from Leon County

\*Response required

**12.14. Additional Forms to Fill Out and Submit - Tab 5\***

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

RFP Title: AUDITING SERVICES  
Proposal Number BC-2024-024  
Opening Date: May 7, 2024, 2:00 pm

---

- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

\*Response required

**12.15. CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION**

If necessary, please upload a redacted copy of your submittal.

## DESCRIPTION OF GOVERNMENT

### A. County Key Personnel

The auditor's principle contact with Leon County will be Edward Burke, Finance Director, (850) 606-4020 or a designated representative, who will coordinate the assistance provided by Leon County to the auditor.

This individual is not to be contacted during the RFP process as noted in the Prohibited Communications section. Contact with this individual during the solicitation process may result in the vendor's proposal being deemed non-responsive.

### B. Background Information

Leon County serves an area of 702 square miles with a population of 292,198. Leon County's fiscal year begins on October 1 and ends on September 30 with the exception of the courts function of the Clerk. The County operates under a commission/administrator form of government and provides a full range of governmental services contemplated by state law and local ordinance, including public safety, transportation, physical environment, economic environment, human services, culture & recreation, and general government services. The funds and accounts of the Board of County Commissioners are maintained by the Clerk of the Circuit Court. Constitutional Officers are responsible for the custody and accounting of the funds of their office.

More detailed information on Leon County and its finances can be found in the Fiscal Year 2022-23 Comprehensive Annual Financial Report of Leon County and in the Fiscal Year 2024-25, Adopted Budget. A copy of these documents can be obtained by contacting Edward Burke, Finance Director, Leon County Clerk of the Circuit Court, 301 S. Monroe St., Room 100, Tallahassee, Florida 32301 in writing or by FAX at (850) 606-4171.

### C. Fund Structure

Leon County currently uses the following fund types and account groups for financial reporting purposes:

| Fund Type/Account Group              | Number of Individual Funds |  |
|--------------------------------------|----------------------------|--|
| General Funds                        | 14                         |  |
| Special Revenue Funds                | 37                         |  |
| Debt Service Funds                   | 8                          |  |
| Capital Projects Funds               | 16                         |  |
| Enterprise Funds                     | 1                          |  |
| Internal Service Funds               | 4                          |  |
| Expendable Trust Funds               | 0                          |  |
| Nonexpendable Trust Funds            | 0                          |  |
| Pension Trust Funds                  | 0                          |  |
| Agency Funds                         | 14                         |  |
| General Fixed Assets Account Group   | 2                          |  |
| General Long Term Debt Account Group | 1                          |  |

### D. Budgetary Basis of Accounting

Budgets for all governmental fund types are adopted on a basis consistent with generally accepted accounting principles (GAAP) with the exception of the general fund, and the fine and forfeiture fund. For these funds, certain installment purchase arrangements entered into by individual Constitutional

Officers are budgeted as general government expenditures in the year in which payments are made. Pro forma budgets are prepared for the proprietary fund types on the full accrual basis, consistent with generally accepted accounting principles, except that depreciation, amortization, and other non-cash transactions are not budgeted.

#### E. Federal and State Financial Assistance

During the fiscal year ending September 30, 2023, Leon County received financial assistance from several granting agencies. Leon County's Office of Management and Budget coordinates with Departments regarding who is responsible for acquiring grants on behalf of Leon County. Leon County expects a continued high level of grants.

#### F. Pension Plan

In accordance with Florida Law, the Board of County Commissioners and Constitutional Officers must participate in the Florida Retirement System, a multiple employer cost sharing defined benefit plan, administered by the Florida Department of Management Services, Division of Retirement. All permanent Board of County Commissioners and Constitutional Officer employees are covered by the pension plan.

#### G. Component Units

Leon County is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Using these criteria, component units are included within the financial statements of Leon County. Leon County currently reports one discretely presented component unit.

In addition to the Board of County Commissioners and Constitutional Officers, Leon County has identified the following reporting entities for inclusion in its financial statements:

1. Leon County Housing Finance Authority

Accounting records for the above listed entity are prepared and maintained by the Clerk of the Circuit Court utilizing the same system as that utilized for the accounting records of the Board of County Commissioners.

In prior years, Leon County determined that the following potential component units should not be included in the financial statements of Leon County because of insufficient oversight by the Board of County Commissioners:

1. Leon County School Board District
2. Leon County Health Department
3. Falls Chase Special Taxing District
4. Northwest Florida Water Management District
5. Leon County Educational Facilities Authority
6. Frenchtown Neighborhood Improvement Authority
7. Leon County Health Facilities Authority
8. Leon County Research and Development Authority
9. Ochlocknee Soil and Water Conservation District
10. Tallahassee Downtown Improvement Authority
11. Tallahassee Housing Authority

#### H. Joint Ventures

1. Consolidated Dispatch Agency

2. Capital Regional Transportation Planning Agency
3. Leon County-City of Tallahassee Blueprint 2000 Intergovernmental Agency

I. Magnitude of Finance Operations

The Office of Clerk of the Circuit Court, Finance Department, is headed by Edward Burke and consists of 31 employees. The level of staff and number of employees represented are as follows:

| Level                      | Number of Employees |
|----------------------------|---------------------|
| Finance Director           | 1                   |
| Assistant Finance Director | 1                   |
| Professionals              | 23                  |
| Clerical                   | 6                   |

The Office of Clerk of the Circuit Court, Finance Department is also responsible for the submission of the Annual Comprehensive Financial Report. Staff member credentials include one certified public accountants, several college degrees, and experience with other entities which contributes to our efficiency and progress.

J. Availability of Prior Audit Reports and Working Papers

Interested firms who wish to review audit reports and management letters from prior years should contact Edward Burke, Finance Director, Leon County Clerk of the Circuit Court, Finance Department, 301 S. Monroe St, Room 100, Tallahassee, Florida 32301 in writing. ACFRs for fiscal years 1998 through 2023 are available on-line at

BOCC: [https://cvweb.leonclerk.com/public/clerk\\_services/finance/county\\_financial\\_information.asp](https://cvweb.leonclerk.com/public/clerk_services/finance/county_financial_information.asp)

Clerk: [https://cvweb.leonclerk.com/public/clerk\\_services/transparency/clerk\\_financial.asp](https://cvweb.leonclerk.com/public/clerk_services/transparency/clerk_financial.asp)

<<Insert Firm's Response>>



<<Insert Fee Schedule>>

Leon County, Florida  
**TRUTH IN NEGOTIATION CERTIFICATION**

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee Professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, Leon County, Florida requires the Consultant to execute this Truth-in-Negotiation certificate.

The Consultant hereby certifies, covenants, and warrants that the wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which Leon County, Florida determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by Leon County, FL, whichever is later.

\_\_\_\_\_  
Name of Consultant

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

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

### Aggregate Scores Summary

| Vendor           | Amanda Bra... | Jaime Duggar | Elise Gann | Kenneth Kent | Deidre Melton | Chris Moore | Total Score<br>(Max Score<br>100) | Total Average<br>Rank |
|------------------|---------------|--------------|------------|--------------|---------------|-------------|-----------------------------------|-----------------------|
| Cherry Bekaert   | 56 (4)        | 86 (1)       | 76 (2)     | 86 (3)       | 76 (4)        | 76 (4)      | <b>76</b>                         | <b>3</b>              |
| James Moor...    | 69 (3)        | 60 (4)       | 60 (3.5)   | 89 (2)       | 89 (2)        | 98 (2)      | <b>77.5</b>                       | <b>2.75</b>           |
| Purvis, Gray ... | 78 (2)        | 69 (3)       | 60 (3.5)   | 98 (1)       | 79 (3)        | 88 (3)      | <b>78.67</b>                      | <b>2.58</b>           |
| Thomas Ho...     | 90 (1)        | 81 (2)       | 81 (1)     | 82 (4)       | 91 (1)        | 100 (1)     | <b>87.5</b>                       | <b>1.67</b>           |

### Vendor Scores by Evaluation Criteria

| Vendor                     | Experience/Qualifications<br>0-5 Points<br>50 Points (50%) | Methodology<br>0-5 Points<br>45 Points (45%) | Local Preference<br>0-5 Points<br>5 Points (5%) | Total Score<br>(Max Score 100) |
|----------------------------|--|--|---|--------------------------------|
| Cherry Bekaert             | 4  | 4  | 0   | <b>76</b>                      |
| James Moore & Co.          | 4  | 3.8  | 3   | <b>77.5</b>                    |
| Purvis, Gray and Compan... | 3.7  | 4.3  | 3   | <b>78.67</b>                   |
| Thomas Howell Ferguson     | 4.5  | 4.2  | 5   | <b>87.5</b>                    |

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

## Agenda Item #10

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval to Purchase Three Motor Graders for Leon County Public Works

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Brent Pell, Director, Public Works |
| <b>Lead Staff/ Project Team:</b>    | Melanie Hooley, Director, Purchasing<br>Josh McSwain, Director, Fleet Management<br>Tim Barden, Administrative Services Manager |

### **Statement of Issue:**

This item seeks Board approval to purchase three new Caterpillar 140 Motor Graders utilizing a cooperative purchasing process from a Florida Sheriff's Association Purchasing Agreement. This purchase, through lease agreements, replaces three existing motor graders.

### **Fiscal Impact:**

This item has a fiscal impact. This item has been budgeted and adequate funding is available in the FY 2024 Public Works - Vehicle and Equipment Replacement Capital Improvement Program budget to purchase the three motor graders in the amount of \$977,172.

### **Staff Recommendation:**

Option #1: Approve the purchase of three new Caterpillar 140 Motor Graders utilizing the Florida Sheriff's Association Purchasing Agreement, Contract # FSA23-EQU21.0, Item 263, from Ring Power Corporation in the amount of \$977,172.

## Report and Discussion

### **Background:**

This item seeks Board approval to purchase three new motor graders utilizing a cooperative purchasing process (piggybacking) on a Florida Sheriff's Association (FSA) Purchasing Agreement for three Caterpillar 140 Motor Graders from Ring Power Corporation in the amount of \$977,172. This purchase, through lease agreements, replaces three existing Motor Graders at their normal replacement time. Purchasing heavy equipment utilizing a large-scale competitively bid cooperative contract, as is recommended in this agenda item, provides for the lowest possible cost and maximum benefit to the County (Attachment #1).

The Leon County Public Works Department maintains a fleet of four motor graders to provide maintenance of public dirt roads, road shoulder maintenance, and to perform construction tasks as needed. Of the existing four motor graders, three are scheduled to be replaced. For most County heavy equipment needs such as motor graders or loaders, the County utilizes lease purchase agreements with a buyback option. The benefit of lease purchase agreements include the dealer warranty provided on the equipment during the entire lease period and the ability to offset initial upfront costs by utilizing the buyback option at the end of the lease. The leasing company pays the County an agreed amount to buy the used equipment back at the end of the lease.

The lease agreement for the three motor graders to be replaced expired in March 2024. At lease expiration, the County had the option to either return the equipment to the prior vendor, Beard Equipment Company, for their dealer buyback or take ownership of the equipment. Since the motor graders were well maintained by Fleet on a routine maintenance schedule, are in constant use, and are currently under their lease hours, the Fleet Department took ownership. Once the three new motor graders arrive, the Fleet Department will maximize the value of the existing vehicles either through a buyback with the dealer or selling at surplus auction. Any funding generated from either a future dealer buyback for the currently owned equipment, or surplus auction sale, would be placed into the County's Transportation Trust Fund for future expenditure.

In anticipation of the lease agreements on the existing three motor graders expiring, on November 11, 2023, the County issued a Request for Information (RFI) from local heavy equipment dealers in an effort to solicit bids to replace the three existing motor graders that were timing out of their leases. Ring Power Corporation and Beard Equipment Company responded and offered comparable equipment that meet the County's needs and equipment standards. Beard Equipment Company offered the John Deere 770G motor grader, a product that Leon County currently utilizes, while Ring Power Corporation offered a Caterpillar 140 motor grader that provides equal performance to that of the John Deere 770G. Competitive pricing was requested from both vendors with Ring Power Corporation offering a lower five-year buy back lease of \$325,724 with a \$144,000 buy back option per unit.

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. This process is known as "piggybacking". Piggybacking can reduce transaction and administrative costs and purchasing processing time. The County benefits from the combined

buying power of multiple agencies from the procured contract, thereby reducing costs. Including delivery, the motor graders cost \$977,172 through the utilization of the FSA cooperative purchasing agreement, or \$325,724 per unit, for a savings of approximately \$88,000 on the purchase.

**Analysis:**

Leon County Public Works Operations Division maintains approximately 120 miles of dirt roads in the unincorporated area of the County. In addition, motor graders are used for County road shoulder maintenance and other construction work as needed. The leases on these motor graders are expired. The equipment, while well maintained under the lease period, is over 5 years old and at the end of their highest value service life. In addition, the County contemplated the replacement of this equipment in the FY 2024 Public Works-Vehicle and Equipment Replacement Capital Improvement Program (CIP) budget.

If approved, the buyback lease agreements for the new motor graders will be for a \$325,724, purchase price for each unit, with a \$144,000 dealer buyback after five years. The new buyback lease agreement is recommended to be at five years or 3,000 use hours. By ‘piggybacking’ on the existing FSA cooperative purchasing agreement, the County benefits from the combined buying power of multiple agencies thereby reducing costs. With the option to utilize a buyback at the end of the five-year lease period, the County can offset some of the initial upfront costs in purchase price of the equipment. Upon authorization by the Board, the Purchasing Division will order the new motor graders and a new buyback agreement will be executed once delivered to the County.

This item recommends approval of the purchase of three Caterpillar 140 Motor Graders in the total amount of \$977,172 through the utilization of a cooperative purchasing agreement. As stated, purchasing equipment, including motor graders, utilizing a large-scale competitively bid cooperative contract (piggybacking) provides for the lowest possible cost to the County. The County’s standard terms and conditions and the terms and conditions of the FSA Contract # FSA23-EQU21.0 will be incorporated into the County’s purchase order.

**Options:**

1. Approve the purchase of three Caterpillar 140 Motor Graders utilizing the Florida Sheriff’s Association Purchasing Agreement, Contract # FSA23-EQU21.0, Item 263, from Ring Power Corporation in the amount of \$977,172.
2. Do not approve the purchase of three Caterpillar 140 Motor Graders utilizing the Florida Sheriff’s Association Purchasing Agreement, Contract # FSA23-EQU21.0, Item 263, from Ring Power Corporation in the amount of \$977,172.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposal from Ring Power Corporation
2. Florida Sherriff’s Association Purchasing Agreement, Contract # FSA23-EQU21.0



**Ring Power Corporation**  
500 World Commerce Parkway  
St. Augustine, FL 32092

**QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT**

Quote Prepared For:  
Leon County

1/19/2024  
Rev. 4/10/24

**(3) NEW CATERPILLAR 140 MOTORGRADERS**

**CONTRACT DETAILS**

|  |
|--|
| Florida Sheriff's Association  |
| Bid # FSA23-EQU21.0  |
| Item # 263, Motorgrader - Large                                      |
| Contract Effective Dates: October 1, 2023 Through September 30, 2024 |

**CONTRACT PRICING**

|                                  |  |                  |
|----------------------------------|--|------------------|
| Base                             | Caterpillar 120 as Specified in Contract | \$271,570        |
| 515-2449                         | Upgrade to 140 LVR, Base Machine Only    | <u>\$9,716</u>   |
| <b>TOTAL OF CONTRACT PRICING</b> |  | <b>\$281,286</b> |

**NON-SPECIFIED OPTIONS**

|          |                                 |          |
|----------|---------------------------------|----------|
| 526-7045 | MOLDBOARD, 14' BASIC            | \$765    |
| 507-7694 | HITCH, TOWING                   | \$725    |
| 522-6386 | WEATHER PACKAGE, STANDARD       | NC       |
| 380-6774 | PRECLEANER, NON SY-KLONE        | NC       |
| 559-2201 | LINK BAR, HYDRAULIC             | NC       |
| 522-6756 | DRAWBAR, TOP ADJUST             | NC       |
| 522-6760 | CROSS SLOPE AUTO                | \$17,130 |
| 453-2908 | LOCK OUT, MANUAL                | \$1,780  |
| 599-9894 | BASE+ 3 (RIP, MMS, FL) ARO      | \$12,570 |
| 515-2585 | NO ACCUMULATORS, WITH ARO       | NC       |
| 515-2231 | STARTER, HEAVY DUTY             | NC       |
| 562-3742 | ROADING LIGHTS W/ FOLD DOWN ARM | \$2,500  |
| 522-6688 | CAB, PLUS                       | \$2,450  |
| 591-6989 | SEAT, CLOTH, HIGH BACK          | \$4,120  |
| 565-2320 | MIRROR, EXTERNAL BASIC          | NC       |
| 519-3712 | PRODUCT LINK, CELLULAR PL641    | NC       |



|                                       |                                      |                   |
|---------------------------------------|--------------------------------------|-------------------|
| 550-9200                              | FAN, REVERSING TANDEM                | \$4,120           |
| 515-5400                              | TIRES, 17.5R25 SOIL TRACTION, MP     | \$11,500          |
| 522-6654                              | COOLANT (-40C)                       | NC                |
| 0P-3978                               | FUEL, ANTIFREEZE                     | NC                |
| 421-8926                              | SERIALIZED TECHNICAL MEDIA KIT       | NC                |
| 516-2552                              | DECALS, ENGLISH                      | NC                |
| 519-3700                              | LOW BAR, HALOGEN                     | \$855             |
| 522-6533                              | LIGHTS, WORK BASIC, HALOGEN          | \$1,015           |
| 501-4739                              | LIGHTS, CAB ROOF, HALOGEN            | NC                |
| 518-3017                              | WARNING STROBE                       | \$750             |
| 521-3250                              | CIRCLE SAVER                         | \$318             |
| 524-1768                              | CAMERA, REAR VISION                  | NC                |
| 518-3026                              | PREMIUM CORP RADIO (12V)             | \$770             |
| 522-2402                              | COVERS, UNDER CAB                    | \$955             |
| 359-3925                              | LIFT GROUP, FRONT MOUNTING           | <u>\$580</u>      |
|                                       | SUB TOTAL                            | \$62,903          |
|                                       | LESS 30% SHERIFF'S CONTRACT DISCOUNT | <u>(\$18,871)</u> |
| <b>TOTAL OF NON-SPECIFIED OPTIONS</b> |                                      | <b>\$44,032</b>   |

**CAT WORK TOOLS**

|                                |                                      |                  |
|--------------------------------|--------------------------------------|------------------|
| 605-2095                       | LIFT GROUP, MANUAL 1.5" ANSI         | \$15,319         |
| 212-6232                       | SCARIFIER, FRONT V-TYPE W/5 TEETH    | <u>\$6,889</u>   |
|                                | SUBTOTAL                             | \$22,208         |
|                                | LESS 12% SHERIFF'S CONTRACT DISCOUNT | <u>(\$2,665)</u> |
| <b>TOTAL OF CAT WORK TOOLS</b> |                                      | <b>\$19,543</b>  |

**WARRANTY**

|  |                                     |                |
|--|-------------------------------------|----------------|
|  | 12 MONTH / UNLIMITED HOUR           | INCL           |
|  | <b>60 MONTH / 3000 HOUR PREMIER</b> | <b>\$8,840</b> |

|                                   |                   |
|-----------------------------------|-------------------|
| SUBTOTAL                          | \$353,701         |
| LESS ONE TIME ADDITIONAL DISCOUNT | <u>(\$27,977)</u> |
| TOTAL TRANSACTION PRICE           | \$325,724         |

|  |                  |
|--|------------------|
| <b>TOTAL TRANSACTION PRICE FOR QUANTITY OF (3)</b> | <b>\$977,172</b> |
|--|------------------|

FINANCE LEASE PROPOSAL

60 MONTH / 3000 HOUR (600 ANNUAL HOURS)

ANNUAL PAYMENT FOR (1): \$ 47,527.09

ANNUAL PAYMENT FOR (3): \$ 142,581.27

OPTION PRICE OR RETURN (1): \$ 143,000.00  
OPTION PRICE OR RETURN FOR (3): \$ 429,000.00

Best regards,

Charlie Usina  
Vice President / Regional Manager  
Ring Power Corporation

# FSA Cooperative Purchasing Program



## FSA23-EQU21.0: Equipment Final Award Contract Packet

## **Notice of Final Award FSA23-EQU21.0: Equipment**

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manger

Re: Notice of Final Award for FSA23-EQU21.0: Equipment

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing equipment contract. FSA is issuing the Notice of Final Award for contract FSA23-EQU21.0: Equipment that will be effective from October 1, 2023, through September 30, 2025. This year's bid included 453 items. The contract will offer construction, material handling, transportation, all-terrain and utility vehicles, and grounds care equipment.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 149 pre-bid attendees or waivers. Of these respondents, 85 submitted bids and 78 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

# FSA Cooperative Purchasing Program



## FSA23-EQU21.0: Equipment Current Contract Prices

| Item # | Item Group   | Item  | Model #                       | Link  |
|--------|--|---|-------------------------------|---|
| 1      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | CanAm Outlander   | 500                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=1">https://www.myvendorlink.com/external/award?s=152500&amp;i=1</a>   |
| 2      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Honda Rubicon 520                                       | TRX520FA5-R                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=2">https://www.myvendorlink.com/external/award?s=152500&amp;i=2</a>   |
| 3      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Polaris Sportsman 570 EFI                               | A245EA57A1                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=3">https://www.myvendorlink.com/external/award?s=152500&amp;i=3</a>   |
| 4      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Suzuki KingQuad 400 ASI                                 | LT-A400FM3                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=4">https://www.myvendorlink.com/external/award?s=152500&amp;i=4</a>   |
| 5      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Yamaha Kodiak 450                                       | YFM45KDXPG                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=5">https://www.myvendorlink.com/external/award?s=152500&amp;i=5</a>   |
| 6      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Honda RANCHER 420 ATV                                   | RANCHER 420 ATV               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=6">https://www.myvendorlink.com/external/award?s=152500&amp;i=6</a>   |
| 7      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Polaris SPORTSMAN 450 ATV                               | SPORTSMAN 450 ATV             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=7">https://www.myvendorlink.com/external/award?s=152500&amp;i=7</a>   |
| 8      | All Terrain & Utility Vehicles: All Terrain Vehicles (Quad)              | Suzuki KING QUAD 400 ATV                                | KING QUAD 400 ATV             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=8">https://www.myvendorlink.com/external/award?s=152500&amp;i=8</a>   |
| 10     | All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side) | Columbia Utilitruck                                     | Utilitruck                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=10">https://www.myvendorlink.com/external/award?s=152500&amp;i=10</a> |
| 11     | All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side) | Greenworks CU400 Series                                 | CU400W-HD                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=11">https://www.myvendorlink.com/external/award?s=152500&amp;i=11</a> |
| 12     | All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side) | Greenworks CU500 Series                                 | CU500-SB                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=12">https://www.myvendorlink.com/external/award?s=152500&amp;i=12</a> |
| 13     | All Terrain & Utility Vehicles: Electric Utility Vehicles (Side-by-Side) | Greenworks CU800 Series                                 | CU800-SB                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=13">https://www.myvendorlink.com/external/award?s=152500&amp;i=13</a> |
| 14     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Bobcat UW56   | UW56                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=14">https://www.myvendorlink.com/external/award?s=152500&amp;i=14</a> |
| 15     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Bobcat UV34   | UV34                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=15">https://www.myvendorlink.com/external/award?s=152500&amp;i=15</a> |
| 16     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | CanAm Defender  | HD7                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=16">https://www.myvendorlink.com/external/award?s=152500&amp;i=16</a> |
| 19     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Honda Pioneer 700                                       | SXS700M2M                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=19">https://www.myvendorlink.com/external/award?s=152500&amp;i=19</a> |
| 20     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | John Deere Gator  | HPX615E                       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=20">https://www.myvendorlink.com/external/award?s=152500&amp;i=20</a> |
| 21     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Kawasaki Mule 4x4                                       | 4010                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=21">https://www.myvendorlink.com/external/award?s=152500&amp;i=21</a> |
| 22     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Kubota Diesel   | RTVX900                       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=22">https://www.myvendorlink.com/external/award?s=152500&amp;i=22</a> |
| 23     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Polaris Ranger SP 570                                   | R24MAA57B1                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=23">https://www.myvendorlink.com/external/award?s=152500&amp;i=23</a> |
| 24     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Yamaha Viking   | YXM70BPAP                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=24">https://www.myvendorlink.com/external/award?s=152500&amp;i=24</a> |
| 25     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | American Landmaster TRAIL CRUISER                       | TRAIL CRUISER                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=25">https://www.myvendorlink.com/external/award?s=152500&amp;i=25</a> |
| 26     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Honda PIONEER 520                                       | PIONEER 520                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=26">https://www.myvendorlink.com/external/award?s=152500&amp;i=26</a> |
| 27     | All Terrain & Utility Vehicles: Utility Vehicles (Side-by-Side)          | Polaris PRO XD MIDSIZE GAS COMMERCIAL                   | PRO XD MIDSIZE GAS COMMERCIAL | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=27">https://www.myvendorlink.com/external/award?s=152500&amp;i=27</a> |
| 30     | Bulldozer: 180hp   | Caterpillar D6  | D6                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=30">https://www.myvendorlink.com/external/award?s=152500&amp;i=30</a> |
| 31     | Bulldozer: 180hp   | John Deere 850L   | 850L                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=31">https://www.myvendorlink.com/external/award?s=152500&amp;i=31</a> |
| 33     | Bulldozer: 180hp   | Case 2050M  | 2050M                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=33">https://www.myvendorlink.com/external/award?s=152500&amp;i=33</a> |
| 34     | Bulldozer: 180hp   | Liebherr PR736  | PR736                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=34">https://www.myvendorlink.com/external/award?s=152500&amp;i=34</a> |
| 35     | Bulldozer: 70hp  | Caterpillar D1  | D1                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=35">https://www.myvendorlink.com/external/award?s=152500&amp;i=35</a> |
| 36     | Bulldozer: 70hp  | John Deere 450P   | 450P                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=36">https://www.myvendorlink.com/external/award?s=152500&amp;i=36</a> |
| 37     | Bulldozer: 70hp  | Case 650M   | 650M                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=37">https://www.myvendorlink.com/external/award?s=152500&amp;i=37</a> |
| 38     | Bulldozer: 90hp  | Caterpillar D2  | D2                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=38">https://www.myvendorlink.com/external/award?s=152500&amp;i=38</a> |
| 39     | Bulldozer: 90hp  | John Deere 550P   | 550P                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=39">https://www.myvendorlink.com/external/award?s=152500&amp;i=39</a> |
| 41     | Bulldozer: 90hp  | Case 850M   | 850M                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=41">https://www.myvendorlink.com/external/award?s=152500&amp;i=41</a> |
| 44     | Chipper: Brush Chipper   | Vermeer BC1500  | BC1500                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=44">https://www.myvendorlink.com/external/award?s=152500&amp;i=44</a> |
| 46     | Compactor: 80,000 lbs. Landfill Compactor                                | Bomag BC773RB-5   | BC773RB-5                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=46">https://www.myvendorlink.com/external/award?s=152500&amp;i=46</a> |
| 47     | Compactor: 80,000 lbs. Landfill Compactor                                | Caterpillar 826   | 826                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=47">https://www.myvendorlink.com/external/award?s=152500&amp;i=47</a> |
| 48     | Compactor: 80,000 lbs. Landfill Compactor                                | Tana H380   | H380                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=48">https://www.myvendorlink.com/external/award?s=152500&amp;i=48</a> |
| 49     | Compactor: 80,000 lbs. Landfill Compactor                                | Volvo LC450H  | LC450H                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=49">https://www.myvendorlink.com/external/award?s=152500&amp;i=49</a> |
| 50     | Compressor: Air Compressor - Trailer Mounted                             | Atlas Copco XAS 188 T4F                                 | XAS 188 T4F                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=50">https://www.myvendorlink.com/external/award?s=152500&amp;i=50</a> |
| 51     | Compressor: Air Compressor - Trailer Mounted                             | Doosan P185/HP185WDO-T4F                                | P185/HP185WDO-T4F             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=51">https://www.myvendorlink.com/external/award?s=152500&amp;i=51</a> |
| 52     | Compressor: Air Compressor - Trailer Mounted                             | MULTIQUIP DIS185SSI4F                                   | DIS185SSI4F                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=52">https://www.myvendorlink.com/external/award?s=152500&amp;i=52</a> |
| 53     | Compressor: Air Compressor - Trailer Mounted                             | Sullair 185 T4F   | 185 T4F                       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=53">https://www.myvendorlink.com/external/award?s=152500&amp;i=53</a> |
| 54     | Compressor: Air Compressor - Trailer Mounted                             | Sullivan Palatek D185P                                  | D185P                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=54">https://www.myvendorlink.com/external/award?s=152500&amp;i=54</a> |
| 55     | Compressor: Air Compressor - Trailer Mounted                             | Chicago Pneumatic CP5185-100 Trailer Mounted Compressor | CP5185-100                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=55">https://www.myvendorlink.com/external/award?s=152500&amp;i=55</a> |
| 56     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Bell B25E   | B25E                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=56">https://www.myvendorlink.com/external/award?s=152500&amp;i=56</a> |
| 57     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Caterpillar 725   | 725                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=57">https://www.myvendorlink.com/external/award?s=152500&amp;i=57</a> |
| 58     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | DEVELON DA30-5  | DA30-5                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=58">https://www.myvendorlink.com/external/award?s=152500&amp;i=58</a> |
| 59     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | John Deere 260P   | 260P                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=59">https://www.myvendorlink.com/external/award?s=152500&amp;i=59</a> |
| 61     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Volvo A25G  | A25G                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=61">https://www.myvendorlink.com/external/award?s=152500&amp;i=61</a> |
| 62     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Rokbak RA30 DumpTruck                                   | RA30 DumpTruck                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=62">https://www.myvendorlink.com/external/award?s=152500&amp;i=62</a> |
| 63     | Dump Truck: Articulating Off Road Dump Truck - 50,000 lbs. Payload       | Liebherr TA230  | TA230                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=63">https://www.myvendorlink.com/external/award?s=152500&amp;i=63</a> |
| 64     | Excavator: All Terrain Walking Excavator                                 | Kaiser S8   | S8                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=64">https://www.myvendorlink.com/external/award?s=152500&amp;i=64</a> |
| 65     | Excavator: All Terrain Walking Excavator                                 | Menzi Muck  | M4                            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=65">https://www.myvendorlink.com/external/award?s=152500&amp;i=65</a> |
| 66     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Bobcat E88  | E88                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=66">https://www.myvendorlink.com/external/award?s=152500&amp;i=66</a> |
| 68     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Caterpillar 308   | 308                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=68">https://www.myvendorlink.com/external/award?s=152500&amp;i=68</a> |
| 69     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | DEVELON DX89R-7   | DX89R-7                       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=69">https://www.myvendorlink.com/external/award?s=152500&amp;i=69</a> |
| 70     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Hitachi ZX75US  | ZX75US                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=70">https://www.myvendorlink.com/external/award?s=152500&amp;i=70</a> |
| 71     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Hyundai R80CR-9A  | R80CR-9A                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=71">https://www.myvendorlink.com/external/award?s=152500&amp;i=71</a> |
| 72     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | John Deere 75P  | 75P                           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=72">https://www.myvendorlink.com/external/award?s=152500&amp;i=72</a> |
| 75     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Kubota KX080-4S   | KX080-4S                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=75">https://www.myvendorlink.com/external/award?s=152500&amp;i=75</a> |
| 76     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Link-Belt 75X3  | 75X3                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=76">https://www.myvendorlink.com/external/award?s=152500&amp;i=76</a> |
| 77     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Takeuchi TB290  | TB290                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=77">https://www.myvendorlink.com/external/award?s=152500&amp;i=77</a> |
| 78     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Volvo ECR88D  | ECR88D                        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=78">https://www.myvendorlink.com/external/award?s=152500&amp;i=78</a> |
| 79     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Case CX80C  | CX80C                         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=79">https://www.myvendorlink.com/external/award?s=152500&amp;i=79</a> |
| 80     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Yanmar V1080-1A   | V1080-1A                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=80">https://www.myvendorlink.com/external/award?s=152500&amp;i=80</a> |
| 81     | Excavator: Hydraulic Excavator - 15,590 lbs. Operating Weight            | Mecalac 8MCR  | 8MCR                          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=81">https://www.myvendorlink.com/external/award?s=152500&amp;i=81</a> |

|     |   |                                       |                 |   |
|-----|---|---------------------------------------|-----------------|---|
| 82  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Caterpillar 317 GC                    | 317 GC          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=82">https://www.myvendorlink.com/external/award?s=152500&amp;i=82</a>   |
| 83  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | DEVELON DX180LC-5                     | DX180LC-5       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=83">https://www.myvendorlink.com/external/award?s=152500&amp;i=83</a>   |
| 84  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Hitachi ZX160LC                       | ZX160LC         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=84">https://www.myvendorlink.com/external/award?s=152500&amp;i=84</a>   |
| 85  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Hyundai HX160AL                       | HX160AL         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=85">https://www.myvendorlink.com/external/award?s=152500&amp;i=85</a>   |
| 86  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | John Deere 160P                       | 160P            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=86">https://www.myvendorlink.com/external/award?s=152500&amp;i=86</a>   |
| 89  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Link-Belt 160X4                       | 160X4           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=89">https://www.myvendorlink.com/external/award?s=152500&amp;i=89</a>   |
| 90  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Volvo EC160E                          | EC160E          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=90">https://www.myvendorlink.com/external/award?s=152500&amp;i=90</a>   |
| 91  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Case CX170E                           | CX170E          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=91">https://www.myvendorlink.com/external/award?s=152500&amp;i=91</a>   |
| 92  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Bobcat E165                           | E165            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=92">https://www.myvendorlink.com/external/award?s=152500&amp;i=92</a>   |
| 93  | Excavator: Hydraulic Excavator - 38,000 lbs. Operating Weight                     | Liebherr R920                         | R920            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=93">https://www.myvendorlink.com/external/award?s=152500&amp;i=93</a>   |
| 94  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Caterpillar 336                       | 336             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=94">https://www.myvendorlink.com/external/award?s=152500&amp;i=94</a>   |
| 95  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | DEVELON DX350LC-7                     | DX350LC-7       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=95">https://www.myvendorlink.com/external/award?s=152500&amp;i=95</a>   |
| 96  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Hitachi ZX350LC                       | ZX350LC         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=96">https://www.myvendorlink.com/external/award?s=152500&amp;i=96</a>   |
| 97  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Hyundai HX330AL                       | HX330AL         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=97">https://www.myvendorlink.com/external/award?s=152500&amp;i=97</a>   |
| 98  | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | John Deere 350P                       | 350P            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=98">https://www.myvendorlink.com/external/award?s=152500&amp;i=98</a>   |
| 101 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Link-Belt 350X4                       | 350X4           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=101">https://www.myvendorlink.com/external/award?s=152500&amp;i=101</a> |
| 102 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Volvo EC350 E                         | EC350 E         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=102">https://www.myvendorlink.com/external/award?s=152500&amp;i=102</a> |
| 103 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Case CX350D                           | CX350D          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=103">https://www.myvendorlink.com/external/award?s=152500&amp;i=103</a> |
| 104 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Hitachi ZX350                         | ZX350           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=104">https://www.myvendorlink.com/external/award?s=152500&amp;i=104</a> |
| 105 | Excavator: Hydraulic Excavator - 76,550 lbs. Operating Weight                     | Liebherr R934                         | R934            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=105">https://www.myvendorlink.com/external/award?s=152500&amp;i=105</a> |
| 106 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Bobcat E32                            | E32             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=106">https://www.myvendorlink.com/external/award?s=152500&amp;i=106</a> |
| 107 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Caterpillar 303                       | 303             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=107">https://www.myvendorlink.com/external/award?s=152500&amp;i=107</a> |
| 108 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | DEVELON DX35Z-7                       | DX35Z-7         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=108">https://www.myvendorlink.com/external/award?s=152500&amp;i=108</a> |
| 109 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Hitachi ZX35-U                        | ZX35-U          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=109">https://www.myvendorlink.com/external/award?s=152500&amp;i=109</a> |
| 110 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Hyundai R35Z-9A                       | R35Z-9A         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=110">https://www.myvendorlink.com/external/award?s=152500&amp;i=110</a> |
| 111 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | John Deere 35P                        | 35P             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=111">https://www.myvendorlink.com/external/award?s=152500&amp;i=111</a> |
| 114 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Kubota U35-4                          | U35-4           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=114">https://www.myvendorlink.com/external/award?s=152500&amp;i=114</a> |
| 115 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Takeuchi TB240                        | TB240           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=115">https://www.myvendorlink.com/external/award?s=152500&amp;i=115</a> |
| 116 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Volvo EC37F                           | EC37F           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=116">https://www.myvendorlink.com/external/award?s=152500&amp;i=116</a> |
| 117 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Yanmar VIO35-6A                       | VIO35-6A        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=117">https://www.myvendorlink.com/external/award?s=152500&amp;i=117</a> |
| 118 | Excavator: Mini Hydraulic Excavator - 7,105 lbs. Operating Weight                 | Case CX37C                            | CX37C           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=118">https://www.myvendorlink.com/external/award?s=152500&amp;i=118</a> |
| 119 | Excavator: Telescopic Excavator - 45,000 lbs. Operating Weight - Tracked Type     | Gradall XL4200                        | XL4200          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=119">https://www.myvendorlink.com/external/award?s=152500&amp;i=119</a> |
| 120 | Excavator: Telescopic Excavator - 47,000 lbs. Operating Weight - 6x6 Wheeled Type | Gradall XL4100                        | XL4100          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=120">https://www.myvendorlink.com/external/award?s=152500&amp;i=120</a> |
| 123 | Excavator: Vacuum Excavator - Trailer Mounted                                     | Vermeer LP873SDT                      | LP873SDT        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=123">https://www.myvendorlink.com/external/award?s=152500&amp;i=123</a> |
| 125 | Excavator: Vacuum Excavator - Trailer Mounted                                     | Truac TRXX                            | TRXX 800        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=125">https://www.myvendorlink.com/external/award?s=152500&amp;i=125</a> |
| 126 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | Caterpillar M318                      | M318            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=126">https://www.myvendorlink.com/external/award?s=152500&amp;i=126</a> |
| 127 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | DEVELON DX210W-7                      | DX210W-7        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=127">https://www.myvendorlink.com/external/award?s=152500&amp;i=127</a> |
| 129 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | John Deere 190 GW                     | 190 GW          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=129">https://www.myvendorlink.com/external/award?s=152500&amp;i=129</a> |
| 130 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | Volvo EW180E                          | EW180E          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=130">https://www.myvendorlink.com/external/award?s=152500&amp;i=130</a> |
| 131 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | Case WX210E                           | WX210E          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=131">https://www.myvendorlink.com/external/award?s=152500&amp;i=131</a> |
| 132 | Excavator: Wheeled Hydraulic Excavator - 42,000 lbs. Operating Weight             | Liebherr A920                         | A920            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=132">https://www.myvendorlink.com/external/award?s=152500&amp;i=132</a> |
| 133 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Caterpillar 2CC4000                   | 2CC4000         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=133">https://www.myvendorlink.com/external/award?s=152500&amp;i=133</a> |
| 134 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Crown CGC205C-9                       | CGC205C-9       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=134">https://www.myvendorlink.com/external/award?s=152500&amp;i=134</a> |
| 135 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Mitsubishi FGC20CN                    | FGC20CN         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=135">https://www.myvendorlink.com/external/award?s=152500&amp;i=135</a> |
| 136 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Toyota 50-8FGCU20                     | 50-8FGCU20      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=136">https://www.myvendorlink.com/external/award?s=152500&amp;i=136</a> |
| 137 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Clark S20C                            | S20C            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=137">https://www.myvendorlink.com/external/award?s=152500&amp;i=137</a> |
| 138 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Hangcha FP20C                         | CPYD20-XW71B1-C | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=138">https://www.myvendorlink.com/external/award?s=152500&amp;i=138</a> |
| 139 | Forklift: Cushion Tire - 4,000 lbs. Capacity                                      | Hyundai 25LC-9                        | 25LC-9          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=139">https://www.myvendorlink.com/external/award?s=152500&amp;i=139</a> |
| 140 | Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity                    | Case 586H                             | 586H            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=140">https://www.myvendorlink.com/external/award?s=152500&amp;i=140</a> |
| 141 | Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity                    | Harlo HP5000                          | HP5000          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=141">https://www.myvendorlink.com/external/award?s=152500&amp;i=141</a> |
| 142 | Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity                    | Master Craft MC Series                | MC-5            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=142">https://www.myvendorlink.com/external/award?s=152500&amp;i=142</a> |
| 143 | Forklift: Rough Terrain Forklift - 5,000 lbs. Minimum Capacity                    | Manitou M30-4                         | M30-4           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=143">https://www.myvendorlink.com/external/award?s=152500&amp;i=143</a> |
| 144 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Bobcat TL723                          | TL723           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=144">https://www.myvendorlink.com/external/award?s=152500&amp;i=144</a> |
| 145 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Caterpillar TL642                     | TL642           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=145">https://www.myvendorlink.com/external/award?s=152500&amp;i=145</a> |
| 147 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Manitou MTA8044                       | MTA8044         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=147">https://www.myvendorlink.com/external/award?s=152500&amp;i=147</a> |
| 148 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Xtreme XR843-B                        | XR843-B         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=148">https://www.myvendorlink.com/external/award?s=152500&amp;i=148</a> |
| 149 | Forklift: Telescopic Tool Carrier/Telehandler                                     | Snorkel SR9244                        | SR9244          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=149">https://www.myvendorlink.com/external/award?s=152500&amp;i=149</a> |
| 150 | Generator: 125kW Stationary   | AKSA APD-ULJ125                       | APD-ULJ125      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=150">https://www.myvendorlink.com/external/award?s=152500&amp;i=150</a> |
| 151 | Generator: 125kW Stationary   | Blue Star Power Systems JD125-02      | JD125-02        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=151">https://www.myvendorlink.com/external/award?s=152500&amp;i=151</a> |
| 152 | Generator: 125kW Stationary   | Caterpillar D125                      | D125            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=152">https://www.myvendorlink.com/external/award?s=152500&amp;i=152</a> |
| 153 | Generator: 125kW Stationary   | Generac SD130                         | SD130           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=153">https://www.myvendorlink.com/external/award?s=152500&amp;i=153</a> |
| 154 | Generator: 125kW Stationary   | Gillette SPJD-1250                    | SPJD-1250       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=154">https://www.myvendorlink.com/external/award?s=152500&amp;i=154</a> |
| 155 | Generator: 125kW Stationary   | Tradewinds T125                       | T125            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=155">https://www.myvendorlink.com/external/award?s=152500&amp;i=155</a> |
| 157 | Generator: 150kW Mobile   | Blue Star Power Systems VD150-02FT4MP | VD150-02FT4MP   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=157">https://www.myvendorlink.com/external/award?s=152500&amp;i=157</a> |
| 158 | Generator: 150kW Mobile   | Doosan G190WCU-3A-T4F                 | G190WCU-3A-T4F  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=158">https://www.myvendorlink.com/external/award?s=152500&amp;i=158</a> |
| 159 | Generator: 150kW Mobile   | Generac/Magnum MDG175DF4              | MDG175DF4       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=159">https://www.myvendorlink.com/external/award?s=152500&amp;i=159</a> |
| 160 | Generator: 150kW Mobile   | MULTIQUIP DCA180SSJU4F3               | DCA180SSJU4F3   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=160">https://www.myvendorlink.com/external/award?s=152500&amp;i=160</a> |
| 162 | Generator: 150kW Mobile   | Tradewinds TM150                      | TM150           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=162">https://www.myvendorlink.com/external/award?s=152500&amp;i=162</a> |

|     |   |   |                    |   |
|-----|---|---|--------------------|---|
| 163 | Generator: 150kW Mobile   | Wacker Neuson G180                        | G180               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=163">https://www.myvendorlink.com/external/award?s=152500&amp;i=163</a> |
| 164 | Generator: 500kW Mobile   | Blue Star Generator VD550-02FT4MP         | VD550-02FT4MP      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=164">https://www.myvendorlink.com/external/award?s=152500&amp;i=164</a> |
| 165 | Generator: 500kW Mobile   | Caterpillar XQ570                         | XQ570              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=165">https://www.myvendorlink.com/external/award?s=152500&amp;i=165</a> |
| 166 | Generator: 500kW Mobile   | Tradewinds TM500                          | TM500              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=166">https://www.myvendorlink.com/external/award?s=152500&amp;i=166</a> |
| 167 | Generator: 500kW Mobile   | Generac 570KVA                            | MDE570P            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=167">https://www.myvendorlink.com/external/award?s=152500&amp;i=167</a> |
| 168 | Generator: 500kW Mobile   | HiPower HRVW625T4F                        | HRVW625T4F         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=168">https://www.myvendorlink.com/external/award?s=152500&amp;i=168</a> |
| 169 | Generator: 500kW Mobile   | TechnoGen VO630TSX                        | VO630TSX           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=169">https://www.myvendorlink.com/external/award?s=152500&amp;i=169</a> |
| 170 | Generator: 500kW Mobile   | AKSA ADP-EPA-V550T4                       | ADP-EPA-V550T4     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=170">https://www.myvendorlink.com/external/award?s=152500&amp;i=170</a> |
| 171 | Generator: 500kW Stationary                                       | AKSA APD-UJL500                           | APD-UJL500         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=171">https://www.myvendorlink.com/external/award?s=152500&amp;i=171</a> |
| 172 | Generator: 500kW Stationary                                       | Blue Star Generator VD500-01              | VD500-01           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=172">https://www.myvendorlink.com/external/award?s=152500&amp;i=172</a> |
| 173 | Generator: 500kW Stationary                                       | Caterpillar C15                           | C15                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=173">https://www.myvendorlink.com/external/award?s=152500&amp;i=173</a> |
| 174 | Generator: 500kW Stationary                                       | Generac SD500                             | SD500              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=174">https://www.myvendorlink.com/external/award?s=152500&amp;i=174</a> |
| 175 | Generator: 500kW Stationary                                       | Gillette SPVD-5000                        | SPVD-5000          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=175">https://www.myvendorlink.com/external/award?s=152500&amp;i=175</a> |
| 176 | Generator: 500kW Stationary                                       | Tradewinds T500                           | T500               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=176">https://www.myvendorlink.com/external/award?s=152500&amp;i=176</a> |
| 178 | Generator: 500kW Stationary                                       | IGSA GSVL20500S                           | GSVL20500S         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=178">https://www.myvendorlink.com/external/award?s=152500&amp;i=178</a> |
| 180 | Generator: 60kW Stationary  | AKSA APD-UJL65                            | APD-UJL65          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=180">https://www.myvendorlink.com/external/award?s=152500&amp;i=180</a> |
| 181 | Generator: 60kW Stationary  | Blue Star JD60-02                         | JD60-02            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=181">https://www.myvendorlink.com/external/award?s=152500&amp;i=181</a> |
| 182 | Generator: 60kW Stationary  | Gillette SPD-600                          | SPD-600            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=182">https://www.myvendorlink.com/external/award?s=152500&amp;i=182</a> |
| 183 | Generator: 60kW Stationary  | IGSA GSJD30060-UL                         | GSJD30060-UL       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=183">https://www.myvendorlink.com/external/award?s=152500&amp;i=183</a> |
| 184 | Generator: 60kW Stationary  | Caterpillar D60                           | D60                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=184">https://www.myvendorlink.com/external/award?s=152500&amp;i=184</a> |
| 185 | Generator: 60kW Stationary  | Tradewinds T60                            | T60                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=185">https://www.myvendorlink.com/external/award?s=152500&amp;i=185</a> |
| 188 | Generator: 125kW Stationary                                       | IGSA GSJD30125S                           | GSJD30125S         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=188">https://www.myvendorlink.com/external/award?s=152500&amp;i=188</a> |
| 190 | Generator: 150kW Mobile   | Caterpillar XQ230                         | XQ230              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=190">https://www.myvendorlink.com/external/award?s=152500&amp;i=190</a> |
| 191 | Generator: 150kW Mobile   | AKSA ADP-EPA-1170T4                       | ADP-EPA-1170T4     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=191">https://www.myvendorlink.com/external/award?s=152500&amp;i=191</a> |
| 192 | Generator: 150kW Mobile   | Blue Star VD150-02FT4MP                   | VD150-02FT4MP      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=192">https://www.myvendorlink.com/external/award?s=152500&amp;i=192</a> |
| 193 | Generator: 150kW Mobile   | HiPower HRJW190T4F                        | HRJW190T4F         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=193">https://www.myvendorlink.com/external/award?s=152500&amp;i=193</a> |
| 194 | Horizontal Directional Drill                                      | Vermeer D24X40 S3                         | D24X40 S3          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=194">https://www.myvendorlink.com/external/award?s=152500&amp;i=194</a> |
| 195 | Leaf Collector: Trailer Mounted                                   | Bonnell Spartan                           | Leaf Pro - Trailer | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=195">https://www.myvendorlink.com/external/award?s=152500&amp;i=195</a> |
| 196 | Leaf Collector: Trailer Mounted                                   | ODB DCL800TM                              | DCL800TM           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=196">https://www.myvendorlink.com/external/award?s=152500&amp;i=196</a> |
| 197 | Lift: Scissor Lift - Self Propelled                               | Genie GS-1932                             | GS-1932            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=197">https://www.myvendorlink.com/external/award?s=152500&amp;i=197</a> |
| 198 | Lift: Scissor Lift - Self Propelled                               | JLG JLG ES1932                            | JLG ES1932         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=198">https://www.myvendorlink.com/external/award?s=152500&amp;i=198</a> |
| 199 | Lift: Scissor Lift - Self Propelled                               | Snorkel S321                              | S3219E             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=199">https://www.myvendorlink.com/external/award?s=152500&amp;i=199</a> |
| 201 | Light Tower: Hybrid Light Tower                                   | Signal Power HT444PC                      | HT444PC            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=201">https://www.myvendorlink.com/external/award?s=152500&amp;i=201</a> |
| 203 | Light Tower: Light Tower - Trailer Mounted                        | Doosan LCV6WKUB-60HZ-T4F                  | LCV6WKUB-60HZ-T4F  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=203">https://www.myvendorlink.com/external/award?s=152500&amp;i=203</a> |
| 204 | Light Tower: Light Tower - Trailer Mounted                        | Generac MLT4060                           | MLT4060            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=204">https://www.myvendorlink.com/external/award?s=152500&amp;i=204</a> |
| 205 | Light Tower: Light Tower - Trailer Mounted                        | Wacker Neuson LTV6L                       | LTV6L              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=205">https://www.myvendorlink.com/external/award?s=152500&amp;i=205</a> |
| 206 | Light Tower: Light Tower - Trailer Mounted                        | Wanco WLT-4MK6K                           | WLT-4MK6K          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=206">https://www.myvendorlink.com/external/award?s=152500&amp;i=206</a> |
| 207 | Loader: Loader Backhoe - 4x4                                      | Caterpillar 416                           | 416                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=207">https://www.myvendorlink.com/external/award?s=152500&amp;i=207</a> |
| 208 | Loader: Loader Backhoe - 4x4                                      | John Deere 310P                           | 310P               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=208">https://www.myvendorlink.com/external/award?s=152500&amp;i=208</a> |
| 209 | Loader: Loader Backhoe - 4x4                                      | Case 580SN                                | 580SN              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=209">https://www.myvendorlink.com/external/award?s=152500&amp;i=209</a> |
| 210 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | Bobcat S62                                | S62                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=210">https://www.myvendorlink.com/external/award?s=152500&amp;i=210</a> |
| 211 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | Caterpillar 236D3                         | 236D3              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=211">https://www.myvendorlink.com/external/award?s=152500&amp;i=211</a> |
| 212 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | John Deere 318G                           | 318G               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=212">https://www.myvendorlink.com/external/award?s=152500&amp;i=212</a> |
| 213 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | Kubota SSV65                              | SSV65              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=213">https://www.myvendorlink.com/external/award?s=152500&amp;i=213</a> |
| 214 | Loader: Skid Steer - 1,850 lbs. Operating Capacity - Wheeled Type | Case SV185B                               | SV185B             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=214">https://www.myvendorlink.com/external/award?s=152500&amp;i=214</a> |
| 216 | Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type | Caterpillar 272D3                         | 272D3              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=216">https://www.myvendorlink.com/external/award?s=152500&amp;i=216</a> |
| 217 | Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type | John Deere 330G                           | 330G               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=217">https://www.myvendorlink.com/external/award?s=152500&amp;i=217</a> |
| 218 | Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type | Case SV340B                               | SV340B             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=218">https://www.myvendorlink.com/external/award?s=152500&amp;i=218</a> |
| 220 | Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type | Manitou 1050RT                            | 1050RT             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=220">https://www.myvendorlink.com/external/award?s=152500&amp;i=220</a> |
| 221 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Bobcat T770                               | T770               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=221">https://www.myvendorlink.com/external/award?s=152500&amp;i=221</a> |
| 222 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Caterpillar 279D3                         | 279D3              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=222">https://www.myvendorlink.com/external/award?s=152500&amp;i=222</a> |
| 223 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | John Deere 331G                           | 331G               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=223">https://www.myvendorlink.com/external/award?s=152500&amp;i=223</a> |
| 224 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Kubota SVL 75-3                           | SVL 75-3           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=224">https://www.myvendorlink.com/external/award?s=152500&amp;i=224</a> |
| 225 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Takeuchi TL12V2                           | TL12V2             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=225">https://www.myvendorlink.com/external/award?s=152500&amp;i=225</a> |
| 226 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Case TR310B                               | TR310B             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=226">https://www.myvendorlink.com/external/award?s=152500&amp;i=226</a> |
| 227 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | ASV MAX-Series™ VT-100 Posi-Track® loader | VT-100             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=227">https://www.myvendorlink.com/external/award?s=152500&amp;i=227</a> |
| 228 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Yanmar TL100S Tracked Skid Steer          | TL100VS            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=228">https://www.myvendorlink.com/external/award?s=152500&amp;i=228</a> |
| 229 | Loader: Skid Steer - 3,100 lbs. Operating Capacity - Tracked Type | Manitou 1050R                             | 1050R              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=229">https://www.myvendorlink.com/external/award?s=152500&amp;i=229</a> |
| 230 | Loader: Wheel Loader - 1.5 cubic yd.                              | Caterpillar 908                           | 908                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=230">https://www.myvendorlink.com/external/award?s=152500&amp;i=230</a> |
| 231 | Loader: Wheel Loader - 1.5 cubic yd.                              | Hitachi ZW120                             | ZW120              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=231">https://www.myvendorlink.com/external/award?s=152500&amp;i=231</a> |
| 232 | Loader: Wheel Loader - 1.5 cubic yd.                              | John Deere 324P                           | 324P               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=232">https://www.myvendorlink.com/external/award?s=152500&amp;i=232</a> |
| 233 | Loader: Wheel Loader - 1.5 cubic yd.                              | Manitou MLA7-75 H-Z                       | MLA7-75 H-Z        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=233">https://www.myvendorlink.com/external/award?s=152500&amp;i=233</a> |
| 234 | Loader: Wheel Loader - 1.5 cubic yd.                              | Takeuchi TW80                             | TW80               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=234">https://www.myvendorlink.com/external/award?s=152500&amp;i=234</a> |
| 235 | Loader: Wheel Loader - 1.5 cubic yd.                              | Volvo L45H                                | L45H               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=235">https://www.myvendorlink.com/external/award?s=152500&amp;i=235</a> |
| 236 | Loader: Wheel Loader - 1.5 cubic yd.                              | Case 321F                                 | 321F               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=236">https://www.myvendorlink.com/external/award?s=152500&amp;i=236</a> |
| 237 | Loader: Wheel Loader - 1.5 cubic yd.                              | Mecalac A Series                          | AS850              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=237">https://www.myvendorlink.com/external/award?s=152500&amp;i=237</a> |
| 238 | Loader: Wheel Loader - 1.5 cubic yd.                              | Yanmar V12                                | V12                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=238">https://www.myvendorlink.com/external/award?s=152500&amp;i=238</a> |
| 239 | Loader: Wheel Loader - 3.0 cubic yd.                              | Caterpillar 926                           | 926                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=239">https://www.myvendorlink.com/external/award?s=152500&amp;i=239</a> |



|     |  |   |                  |   |
|-----|--|---|------------------|---|
| 240 | Loader: Wheel Loader - 3.0 cubic yd.                             | DEVELON DL220-7                                     | DL220-7          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=240">https://www.myvendorlink.com/external/award?s=152500&amp;i=240</a> |
| 241 | Loader: Wheel Loader - 3.0 cubic yd.                             | DEVELON DL280-7                                     | DL280-7          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=241">https://www.myvendorlink.com/external/award?s=152500&amp;i=241</a> |
| 242 | Loader: Wheel Loader - 3.0 cubic yd.                             | Hitachi ZW180                                       | ZW180            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=242">https://www.myvendorlink.com/external/award?s=152500&amp;i=242</a> |
| 243 | Loader: Wheel Loader - 3.0 cubic yd.                             | Hyundai HL940A                                      | HL940A           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=243">https://www.myvendorlink.com/external/award?s=152500&amp;i=243</a> |
| 244 | Loader: Wheel Loader - 3.0 cubic yd.                             | John Deere 524P                                     | 524P             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=244">https://www.myvendorlink.com/external/award?s=152500&amp;i=244</a> |
| 246 | Loader: Wheel Loader - 3.0 cubic yd.                             | Volvo L60H2   | L60H2            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=246">https://www.myvendorlink.com/external/award?s=152500&amp;i=246</a> |
| 247 | Loader: Wheel Loader - 3.0 cubic yd.                             | Case 621G   | 621G             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=247">https://www.myvendorlink.com/external/award?s=152500&amp;i=247</a> |
| 248 | Loader: Wheel Loader - 3.0 cubic yd.                             | Liebherr L526                                       | L526             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=248">https://www.myvendorlink.com/external/award?s=152500&amp;i=248</a> |
| 249 | Loader: Wheel Loader - 5.75 cubic yd.                            | Caterpillar 972                                     | 972              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=249">https://www.myvendorlink.com/external/award?s=152500&amp;i=249</a> |
| 250 | Loader: Wheel Loader - 5.75 cubic yd.                            | DEVELON DL480-7                                     | DL480-7          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=250">https://www.myvendorlink.com/external/award?s=152500&amp;i=250</a> |
| 251 | Loader: Wheel Loader - 5.75 cubic yd.                            | Hitachi ZW310                                       | ZW310            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=251">https://www.myvendorlink.com/external/award?s=152500&amp;i=251</a> |
| 252 | Loader: Wheel Loader - 5.75 cubic yd.                            | Hyundai HL975                                       | HL975            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=252">https://www.myvendorlink.com/external/award?s=152500&amp;i=252</a> |
| 253 | Loader: Wheel Loader - 5.75 cubic yd.                            | John Deere 744P                                     | 744P             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=253">https://www.myvendorlink.com/external/award?s=152500&amp;i=253</a> |
| 255 | Loader: Wheel Loader - 5.75 cubic yd.                            | Volvo L150H   | L150H            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=255">https://www.myvendorlink.com/external/award?s=152500&amp;i=255</a> |
| 256 | Loader: Wheel Loader - 5.75 cubic yd.                            | Case 1021G Z Bar                                    | 1021G Z Bar      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=256">https://www.myvendorlink.com/external/award?s=152500&amp;i=256</a> |
| 257 | Loader: Wheel Loader - 5.75 cubic yd.                            | Liebherr L580                                       | L580             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=257">https://www.myvendorlink.com/external/award?s=152500&amp;i=257</a> |
| 258 | Low Speed Vehicle: Electric Type                                 | Columbia Journeyman                                 | Journeyman 2+2   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=258">https://www.myvendorlink.com/external/award?s=152500&amp;i=258</a> |
| 259 | Low Speed Vehicle: Electric Type                                 | GEM E4  | E4               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=259">https://www.myvendorlink.com/external/award?s=152500&amp;i=259</a> |
| 260 | Low Speed Vehicle: Electric Type                                 | GEM e2  | e2               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=260">https://www.myvendorlink.com/external/award?s=152500&amp;i=260</a> |
| 261 | Low Speed Vehicle: Electric Type                                 | Cruise Car ICON C40-ECO                             | C40-ECO          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=261">https://www.myvendorlink.com/external/award?s=152500&amp;i=261</a> |
| 262 | Low Speed Vehicle: Electric Type                                 | Star EV Capella CP-2                                | CP-2             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=262">https://www.myvendorlink.com/external/award?s=152500&amp;i=262</a> |
| 263 | Motor Grader: Large  | Caterpillar 120                                     | 120              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=263">https://www.myvendorlink.com/external/award?s=152500&amp;i=263</a> |
| 264 | Motor Grader: Large  | John Deere 620G                                     | 620G             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=264">https://www.myvendorlink.com/external/award?s=152500&amp;i=264</a> |
| 266 | Motor Grader: Large  | Case 856C   | 856C             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=266">https://www.myvendorlink.com/external/award?s=152500&amp;i=266</a> |
| 267 | Motor Grader: Small  | LeeBoy 685D   | 685D             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=267">https://www.myvendorlink.com/external/award?s=152500&amp;i=267</a> |
| 268 | Motor Grader: Small  | Weiler G65  | G65              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=268">https://www.myvendorlink.com/external/award?s=152500&amp;i=268</a> |
| 269 | Motor Grader: Small  | Case 836C   | 836C VHP         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=269">https://www.myvendorlink.com/external/award?s=152500&amp;i=269</a> |
| 271 | Mower: 15ft. Flex Wing Rotary Mower                              | Bush Hog 4115                                       | 4115             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=271">https://www.myvendorlink.com/external/award?s=152500&amp;i=271</a> |
| 272 | Mower: 15ft. Flex Wing Rotary Mower                              | John Deere FC15M                                    | FC15M            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=272">https://www.myvendorlink.com/external/award?s=152500&amp;i=272</a> |
| 274 | Mower: 15ft. Flex Wing Rotary Mower                              | Rhino 4150  | 4150             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=274">https://www.myvendorlink.com/external/award?s=152500&amp;i=274</a> |
| 275 | Mower: 15ft. Flex Wing Rotary Mower                              | Schulte FX-1800                                     | FX-1800          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=275">https://www.myvendorlink.com/external/award?s=152500&amp;i=275</a> |
| 276 | Mower: 15ft. Flex Wing Rotary Mower                              | Woods BW15.61                                       | BW15.61          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=276">https://www.myvendorlink.com/external/award?s=152500&amp;i=276</a> |
| 277 | Mower: Electric Zero Turn Radius Mower                           | Greenworks Optimus Z Zero Turn                      | CZ60R18X         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=277">https://www.myvendorlink.com/external/award?s=152500&amp;i=277</a> |
| 278 | Mower: Electric Zero Turn Radius Mower                           | Mean Green Electric Mowers RIVAL 60" SIDE DISCHARGE | RVL60S220        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=278">https://www.myvendorlink.com/external/award?s=152500&amp;i=278</a> |
| 279 | Mower: Remote Controlled Brush Mower                             | Alamo Industrial RC28                               | RC28             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=279">https://www.myvendorlink.com/external/award?s=152500&amp;i=279</a> |
| 282 | Mower: Remote Controlled Brush Mower                             | RC Mowers R-52                                      | R-52             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=282">https://www.myvendorlink.com/external/award?s=152500&amp;i=282</a> |
| 283 | Mower: Remote Controlled Brush Mower                             | Prinoth Raptor 100                                  | Raptor 100       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=283">https://www.myvendorlink.com/external/award?s=152500&amp;i=283</a> |
| 284 | Mower: Remote Controlled Brush Mower                             | AGRIA 9600-112                                      | 9600-112         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=284">https://www.myvendorlink.com/external/award?s=152500&amp;i=284</a> |
| 287 | Mower: Zero Turn Radius Mower                                    | Ferris ISX2200                                      | 5902078          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=287">https://www.myvendorlink.com/external/award?s=152500&amp;i=287</a> |
| 288 | Mower: Zero Turn Radius Mower                                    | Grasshopper 225                                     | 225              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=288">https://www.myvendorlink.com/external/award?s=152500&amp;i=288</a> |
| 289 | Mower: Zero Turn Radius Mower                                    | Gravelly Proturion                                  | 360              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=289">https://www.myvendorlink.com/external/award?s=152500&amp;i=289</a> |
| 290 | Mower: Zero Turn Radius Mower                                    | Husqvarna Z560                                      | Z560             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=290">https://www.myvendorlink.com/external/award?s=152500&amp;i=290</a> |
| 291 | Mower: Zero Turn Radius Mower                                    | John Deere Z930M                                    | Z930M            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=291">https://www.myvendorlink.com/external/award?s=152500&amp;i=291</a> |
| 292 | Mower: Zero Turn Radius Mower                                    | Kubota Z725KH-3-60                                  | Z725KH-3-60      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=292">https://www.myvendorlink.com/external/award?s=152500&amp;i=292</a> |
| 293 | Mower: Zero Turn Radius Mower                                    | Scag Tiger Cat II                                   | STCII-26TFEPI    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=293">https://www.myvendorlink.com/external/award?s=152500&amp;i=293</a> |
| 294 | Mower: Zero Turn Radius Mower                                    | Bobcat ZT Series                                    | 9996010          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=294">https://www.myvendorlink.com/external/award?s=152500&amp;i=294</a> |
| 295 | Mower: Zero Turn Radius Mower                                    | Encore Caliber                                      | EC60FX850V5X     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=295">https://www.myvendorlink.com/external/award?s=152500&amp;i=295</a> |
| 296 | Mower: Zero Turn Radius Mower                                    | Encore Edge   | EE60LS2P82F32    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=296">https://www.myvendorlink.com/external/award?s=152500&amp;i=296</a> |
| 297 | Mower: Zero Turn Radius Mower                                    | Encore Prowler                                      | EP60FX921V5      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=297">https://www.myvendorlink.com/external/award?s=152500&amp;i=297</a> |
| 298 | Mower: Zero Turn Radius Mower                                    | Redmax CZT Series                                   | CZT60X           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=298">https://www.myvendorlink.com/external/award?s=152500&amp;i=298</a> |
| 299 | Mower: Zero Turn Radius Mower                                    | Hustler X-One                                       | 941856           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=299">https://www.myvendorlink.com/external/award?s=152500&amp;i=299</a> |
| 300 | Mower: Zero Turn Radius Mower                                    | Stihl RZ700   | RZ760k           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=300">https://www.myvendorlink.com/external/award?s=152500&amp;i=300</a> |
| 301 | Mower: Zero Turn Radius Mower                                    | Wright ZXL  | WZXL61S61E8E18   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=301">https://www.myvendorlink.com/external/award?s=152500&amp;i=301</a> |
| 302 | Pallet Jack: Electric 4,500 lbs. Capacity                        | Big Joe WPT45                                       | WPT45            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=302">https://www.myvendorlink.com/external/award?s=152500&amp;i=302</a> |
| 303 | Pallet Jack: Electric 4,500 lbs. Capacity                        | Jungheinrich EJE120                                 | EJE120           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=303">https://www.myvendorlink.com/external/award?s=152500&amp;i=303</a> |
| 304 | Pallet Jack: Electric 4,500 lbs. Capacity                        | Mitsubishi PW23                                     | PW23             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=304">https://www.myvendorlink.com/external/award?s=152500&amp;i=304</a> |
| 306 | Pipe Inspection: Battery Operated Pipe Crawler Inspection System | Envirosight Verisight Pro+                          | VSP200           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=306">https://www.myvendorlink.com/external/award?s=152500&amp;i=306</a> |
| 307 | Pipe Inspection: Battery Operated Pipe Crawler Inspection System | Aries UC3410  | UC3410           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=307">https://www.myvendorlink.com/external/award?s=152500&amp;i=307</a> |
| 308 | Pipe Inspection: Battery Operated Pipe Crawler Inspection System | Pipe Trekker A-200 Pipe Crawler                     | A-200            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=308">https://www.myvendorlink.com/external/award?s=152500&amp;i=308</a> |
| 309 | Pump: Mobile Pump  | Atlas Copco PAS 150 HF                              | PAS 150 HF       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=309">https://www.myvendorlink.com/external/award?s=152500&amp;i=309</a> |
| 310 | Pump: Mobile Pump  | BBA Pumps BA150E                                    | BA150E           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=310">https://www.myvendorlink.com/external/award?s=152500&amp;i=310</a> |
| 311 | Pump: Mobile Pump  | ECO PUMP Trailer Mounted Trash Pump                 | 6612T            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=311">https://www.myvendorlink.com/external/award?s=152500&amp;i=311</a> |
| 312 | Pump: Mobile Pump  | Global Pump 6GSTAP                                  | 6GSSTAP          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=312">https://www.myvendorlink.com/external/award?s=152500&amp;i=312</a> |
| 313 | Pump: Mobile Pump  | Godwin CD 150S                                      | CD 150S          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=313">https://www.myvendorlink.com/external/award?s=152500&amp;i=313</a> |
| 314 | Pump: Mobile Pump  | Holland Pumps PT6TPC-P1104D44T                      | PT6TPC-P1104D44T | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=314">https://www.myvendorlink.com/external/award?s=152500&amp;i=314</a> |
| 315 | Pump: Mobile Pump  | MWI CT006   | CT006            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=315">https://www.myvendorlink.com/external/award?s=152500&amp;i=315</a> |
| 316 | Pump: Mobile Pump  | Pioneer PP66S12L71                                  | PP66S12L71       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=316">https://www.myvendorlink.com/external/award?s=152500&amp;i=316</a> |
| 317 | Pump: Mobile Pump  | Thompson Pump 6JSC                                  | 6JSC             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=317">https://www.myvendorlink.com/external/award?s=152500&amp;i=317</a> |

|     |   |   |                        |   |
|-----|---|---|------------------------|---|
| 318 | Pump: Mobile Pump   | Tradewinds TPK66  | TPK66                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=318">https://www.myvendorlink.com/external/award?s=152500&amp;i=318</a> |
| 321 | Pump: Mobile Pump   | PRIMAX-SYKES CP   | 150i                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=321">https://www.myvendorlink.com/external/award?s=152500&amp;i=321</a> |
| 322 | Roadway Advisory Board: Mobile Message Board                                  | AMSIG CMS-GP465T  | CMS-GP465T             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=322">https://www.myvendorlink.com/external/award?s=152500&amp;i=322</a> |
| 323 | Roadway Advisory Board: Mobile Message Board                                  | K&K Systems MB9757  | MB9757                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=323">https://www.myvendorlink.com/external/award?s=152500&amp;i=323</a> |
| 324 | Roadway Advisory Board: Mobile Message Board                                  | Kustom Signal Smart VMS   | 2                      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=324">https://www.myvendorlink.com/external/award?s=152500&amp;i=324</a> |
| 325 | Roadway Advisory Board: Mobile Message Board                                  | Ver-Mac PCMS-1500   | PCMS-1500              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=325">https://www.myvendorlink.com/external/award?s=152500&amp;i=325</a> |
| 326 | Roadway Advisory Board: Mobile Message Board                                  | Wanco Full Size 3-Line Message Board Trailer  | WTLMB-A                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=326">https://www.myvendorlink.com/external/award?s=152500&amp;i=326</a> |
| 327 | Roadway Advisory Board: Mobile Message Board                                  | Wanco Full Size Full Matrix Message Board Trailer   | WTMMB-A                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=327">https://www.myvendorlink.com/external/award?s=152500&amp;i=327</a> |
| 331 | Roadway Advisory Board: Mobile Speed Board                                    | K&K Systems LTER12  | LTER12                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=331">https://www.myvendorlink.com/external/award?s=152500&amp;i=331</a> |
| 332 | Roadway Advisory Board: Mobile Speed Board                                    | Kustom Signal Smart   | 12                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=332">https://www.myvendorlink.com/external/award?s=152500&amp;i=332</a> |
| 333 | Roadway Advisory Board: Mobile Speed Board                                    | Ver-Mac SP-710V   | SP-710V                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=333">https://www.myvendorlink.com/external/award?s=152500&amp;i=333</a> |
| 334 | Roadway Advisory Board: Mobile Speed Board                                    | Wanco Compact Radar Speed Trailer   | WSDT3-S                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=334">https://www.myvendorlink.com/external/award?s=152500&amp;i=334</a> |
| 335 | Roadway Advisory Board: Mobile Speed Board                                    | All Traffic Solutions, INC Shield 12 - with ATS-3 Trailer   | 4001809FSA             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=335">https://www.myvendorlink.com/external/award?s=152500&amp;i=335</a> |
| 336 | Roadway Advisory Board: Mobile Speed Board                                    | All Traffic Solutions, INC SpeedAlert 18 - With ATS-3 Trailer   | 4001811FSA             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=336">https://www.myvendorlink.com/external/award?s=152500&amp;i=336</a> |
| 337 | Roadway Advisory Board: Mobile Speed Board/Automatic License Plate Reader     | Vetted Security Solutions ALPR Speed Trailer-STANDARD   | VSS-STD-SPD-VLT        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=337">https://www.myvendorlink.com/external/award?s=152500&amp;i=337</a> |
| 338 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | AMSIG T815  | T815                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=338">https://www.myvendorlink.com/external/award?s=152500&amp;i=338</a> |
| 339 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | K&K Systems AT154896  | AT154896               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=339">https://www.myvendorlink.com/external/award?s=152500&amp;i=339</a> |
| 340 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | Traffic Device Scorpion II Trailer Attenuator with Mobile Traffic Advisory / Directional Signal Board | 10002-TL3M-12TA        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=340">https://www.myvendorlink.com/external/award?s=152500&amp;i=340</a> |
| 341 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | Ver-Mac ST-4825   | ST-4825                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=341">https://www.myvendorlink.com/external/award?s=152500&amp;i=341</a> |
| 342 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | Wanco WECO Arrow Board Trailer  | WTS5P5-LSA             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=342">https://www.myvendorlink.com/external/award?s=152500&amp;i=342</a> |
| 343 | Roadway Advisory Board: Mobile Traffic Advisory/Directional Signal Board      | Wanco Metro Matrix Message Board Trailer  | WVTMM-L                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=343">https://www.myvendorlink.com/external/award?s=152500&amp;i=343</a> |
| 344 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Bomag BW177D-5  | BW177D-5               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=344">https://www.myvendorlink.com/external/award?s=152500&amp;i=344</a> |
| 345 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Caterpillar CS44  | CS44                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=345">https://www.myvendorlink.com/external/award?s=152500&amp;i=345</a> |
| 346 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Hyundai HR140C  | HR140C                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=346">https://www.myvendorlink.com/external/award?s=152500&amp;i=346</a> |
| 347 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Sakai SV544   | SV544                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=347">https://www.myvendorlink.com/external/award?s=152500&amp;i=347</a> |
| 348 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Case SV207E   | SV207E                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=348">https://www.myvendorlink.com/external/award?s=152500&amp;i=348</a> |
| 349 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Volvo SD75B Single Drum Roller  | SD75B                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=349">https://www.myvendorlink.com/external/award?s=152500&amp;i=349</a> |
| 350 | Roller: Compaction Roller 30,000 lbs. - Single Drum                           | Hamm HC70i Single Drum Vibratory Roller   | HC70i                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=350">https://www.myvendorlink.com/external/award?s=152500&amp;i=350</a> |
| 351 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Bomag BW190AD-5   | BW190AD-5              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=351">https://www.myvendorlink.com/external/award?s=152500&amp;i=351</a> |
| 352 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Caterpillar CB13  | CB13                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=352">https://www.myvendorlink.com/external/award?s=152500&amp;i=352</a> |
| 353 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Dynapac CC5200VI  | CC5200VI               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=353">https://www.myvendorlink.com/external/award?s=152500&amp;i=353</a> |
| 354 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Hamm HD+90iVV   | HD+90iVV               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=354">https://www.myvendorlink.com/external/award?s=152500&amp;i=354</a> |
| 355 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Sakai SW884   | SW884                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=355">https://www.myvendorlink.com/external/award?s=152500&amp;i=355</a> |
| 356 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Volvo DD120   | DD120                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=356">https://www.myvendorlink.com/external/award?s=152500&amp;i=356</a> |
| 357 | Roller: Large 22,000 lbs. - Double Drum Roller - 70in. Width                  | Case DV209D   | DV209D                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=357">https://www.myvendorlink.com/external/award?s=152500&amp;i=357</a> |
| 358 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Bomag BW120SL-5   | BW120SL-5              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=358">https://www.myvendorlink.com/external/award?s=152500&amp;i=358</a> |
| 359 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Caterpillar CB2.7   | CB2.7                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=359">https://www.myvendorlink.com/external/award?s=152500&amp;i=359</a> |
| 360 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Dynapac CC1200VI  | CC1200VI               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=360">https://www.myvendorlink.com/external/award?s=152500&amp;i=360</a> |
| 361 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Hamm HD12-VV  | HD12-VV                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=361">https://www.myvendorlink.com/external/award?s=152500&amp;i=361</a> |
| 362 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Volvo DD25  | DD25                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=362">https://www.myvendorlink.com/external/award?s=152500&amp;i=362</a> |
| 363 | Roller: Small 5,400 lbs. - Double Drum Roller - 47in. Width                   | Case DV26E  | DV26E                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=363">https://www.myvendorlink.com/external/award?s=152500&amp;i=363</a> |
| 364 | Sewer Cleaner: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd.  | PipeHunter VacHunter Combo  | 101035 PH8C            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=364">https://www.myvendorlink.com/external/award?s=152500&amp;i=364</a> |
| 365 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Obrien 7018-SC  | 7018-SC                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=365">https://www.myvendorlink.com/external/award?s=152500&amp;i=365</a> |
| 366 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Sewer Equipment Co. of America 747-FR2000   | 747-FR2000             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=366">https://www.myvendorlink.com/external/award?s=152500&amp;i=366</a> |
| 367 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Vac-Con VecJet  | VJ750                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=367">https://www.myvendorlink.com/external/award?s=152500&amp;i=367</a> |
| 368 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Vactor RamJet   | 4018                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=368">https://www.myvendorlink.com/external/award?s=152500&amp;i=368</a> |
| 369 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | Harben DTK 375 E-180 (Manual)   | DTK 375 E-180 (Manual) | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=369">https://www.myvendorlink.com/external/award?s=152500&amp;i=369</a> |
| 370 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | GAPVAX G7 Jetter  | G-Jet                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=370">https://www.myvendorlink.com/external/award?s=152500&amp;i=370</a> |
| 371 | Sewer Cleaner: Trailer Mounted Sewer Cleaner                                  | PipeHunter 700 Gallon Tandem Trailer Jetter   | 3744                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=371">https://www.myvendorlink.com/external/award?s=152500&amp;i=371</a> |
| 372 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Aquatech B-10   | B-10                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=372">https://www.myvendorlink.com/external/award?s=152500&amp;i=372</a> |
| 374 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Sewer Equipment Co. of America 900 ECO-12YD   | 900 ECO-12YD           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=374">https://www.myvendorlink.com/external/award?s=152500&amp;i=374</a> |
| 375 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Super Products Camel Max  | 1200                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=375">https://www.myvendorlink.com/external/award?s=152500&amp;i=375</a> |
| 376 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Vacall AJV1010  | AJV1010                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=376">https://www.myvendorlink.com/external/award?s=152500&amp;i=376</a> |
| 377 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Vac-Con V311HN/1000   | V311HN/1000            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=377">https://www.myvendorlink.com/external/award?s=152500&amp;i=377</a> |
| 378 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Vac-Con VPD4211SHA E  | VPD4211SHA E           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=378">https://www.myvendorlink.com/external/award?s=152500&amp;i=378</a> |
| 379 | Sewer Cleaners: Combination Sewer Cleaning/Vacuum Machine Body - 10 cubic yd. | Vactor 2100I  | 2100I                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=379">https://www.myvendorlink.com/external/award?s=152500&amp;i=379</a> |
| 380 | Shop Tools & Equipment  | ARI-HETRA Brake Hub Removal Jack  | WS-18-HR               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=380">https://www.myvendorlink.com/external/award?s=152500&amp;i=380</a> |
| 381 | Shop Tools & Equipment  | ARI-HETRA Floor Jack  | WS-16124               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=381">https://www.myvendorlink.com/external/award?s=152500&amp;i=381</a> |
| 382 | Shop Tools & Equipment  | ARI-HETRA King Pin Press  | WS-KPP143              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=382">https://www.myvendorlink.com/external/award?s=152500&amp;i=382</a> |
| 383 | Shop Tools & Equipment  | ARI-HETRA On Vehicle Brake Lathe  | WS-BL44                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=383">https://www.myvendorlink.com/external/award?s=152500&amp;i=383</a> |
| 384 | Shop Tools & Equipment  | ARI-HETRA Tire Changer  | WS-12645               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=384">https://www.myvendorlink.com/external/award?s=152500&amp;i=384</a> |
| 385 | Shop Tools & Equipment  | ARI-HETRA Tire Inflation Cage   | WS-35026               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=385">https://www.myvendorlink.com/external/award?s=152500&amp;i=385</a> |
| 386 | Shop Tools & Equipment  | ARI-HETRA Wheel Balancer  | WS-12890               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=386">https://www.myvendorlink.com/external/award?s=152500&amp;i=386</a> |
| 387 | Shop Tools & Equipment  | ARI-HETRA Wheel Dolly   | WS-AH20440             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=387">https://www.myvendorlink.com/external/award?s=152500&amp;i=387</a> |
| 389 | Shredder: Mobile Shredder   | Tana Shark 440D   | 440D                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=389">https://www.myvendorlink.com/external/award?s=152500&amp;i=389</a> |
| 390 | Solid Waste Material Handler: Wheeled Type                                    | Caterpillar MH3022  | MH3022                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=390">https://www.myvendorlink.com/external/award?s=152500&amp;i=390</a> |
| 392 | Solid Waste Material Handler: Wheeled Type                                    | Volvo EW240E MH   | EW240E MH              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=392">https://www.myvendorlink.com/external/award?s=152500&amp;i=392</a> |
| 393 | Solid Waste Material Handler: Wheeled Type                                    | Hyundai HW250AMH  | HW250AMH               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=393">https://www.myvendorlink.com/external/award?s=152500&amp;i=393</a> |

|     |  |  |                        |   |
|-----|--|--|------------------------|---|
| 394 | Solid Waste Material Handler: Wheeled Type                       | Liebherr LH24M                                     | LH24M                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=394">https://www.myvendorlink.com/external/award?s=152500&amp;i=394</a> |
| 396 | Stump Cutter   | Toro STX 38  | STX 38                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=396">https://www.myvendorlink.com/external/award?s=152500&amp;i=396</a> |
| 397 | Stump Cutter   | Vermeer SC362                                      | SC362                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=397">https://www.myvendorlink.com/external/award?s=152500&amp;i=397</a> |
| 398 | Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper          | Elgin Pelican NP                                   | Elgin Pelican          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=398">https://www.myvendorlink.com/external/award?s=152500&amp;i=398</a> |
| 399 | Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper          | Global R3  | R3                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=399">https://www.myvendorlink.com/external/award?s=152500&amp;i=399</a> |
| 400 | Sweeper: 3-Wheel Mechanical or Regenerative Air Sweeper          | Global M3  | M3                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=400">https://www.myvendorlink.com/external/award?s=152500&amp;i=400</a> |
| 401 | Sweeper: Cabover Mechanical Broom Street Sweeper                 | Bucher Municipal E35m                              | E35m                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=401">https://www.myvendorlink.com/external/award?s=152500&amp;i=401</a> |
| 402 | Sweeper: Cabover Mechanical Broom Street Sweeper                 | Elgin Eagle  | Eagle                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=402">https://www.myvendorlink.com/external/award?s=152500&amp;i=402</a> |
| 403 | Sweeper: Cabover Mechanical Broom Street Sweeper                 | Schwarze Industries M6 Avalanche                   | M6 Avalanche           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=403">https://www.myvendorlink.com/external/award?s=152500&amp;i=403</a> |
| 404 | Sweeper: Compact Air Sweeper - 2.3 cubic yd.                     | Bucher Municipal 5006                              | 5006                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=404">https://www.myvendorlink.com/external/award?s=152500&amp;i=404</a> |
| 405 | Sweeper: Compact Air Sweeper - 2.3 cubic yd.                     | Dulevo D3 Sweeper                                  | D3                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=405">https://www.myvendorlink.com/external/award?s=152500&amp;i=405</a> |
| 406 | Sweeper: Compact Air Sweeper - 2.3 cubic yd.                     | Excelway B200                                      | B200                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=406">https://www.myvendorlink.com/external/award?s=152500&amp;i=406</a> |
| 407 | Sweeper: Regenerative Air Street Sweeper                         | Bucher Municipal R65                               | R65                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=407">https://www.myvendorlink.com/external/award?s=152500&amp;i=407</a> |
| 408 | Sweeper: Regenerative Air Street Sweeper                         | Elgin Crosswind J Plus                             | Crosswind J Plus       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=408">https://www.myvendorlink.com/external/award?s=152500&amp;i=408</a> |
| 409 | Sweeper: Regenerative Air Street Sweeper                         | Tymco 600  | 600                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=409">https://www.myvendorlink.com/external/award?s=152500&amp;i=409</a> |
| 410 | Sweeper: Regenerative Air Street Sweeper                         | Schwarze Industries A7 Tornado                     | A7 Tornado             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=410">https://www.myvendorlink.com/external/award?s=152500&amp;i=410</a> |
| 411 | Sweeper: Regenerative Air Street Sweeper                         | Schwarze Industries A8 Twister                     | A8 Twister             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=411">https://www.myvendorlink.com/external/award?s=152500&amp;i=411</a> |
| 412 | Sweeper: Regenerative Air Street Sweeper                         | Schwarze Industries A9 Monsoon                     | A9 Monsoon             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=412">https://www.myvendorlink.com/external/award?s=152500&amp;i=412</a> |
| 413 | Sweeper: Self-Propelled Hydrostatic Broom                        | Broce 350 Broom                                    | 350 Broom              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=413">https://www.myvendorlink.com/external/award?s=152500&amp;i=413</a> |
| 414 | Sweeper: Self-Propelled Hydrostatic Broom                        | Holder S100  | S100                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=414">https://www.myvendorlink.com/external/award?s=152500&amp;i=414</a> |
| 415 | Sweeper: Self-Propelled Hydrostatic Broom                        | LeeBoy RB-50                                       | RB-50                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=415">https://www.myvendorlink.com/external/award?s=152500&amp;i=415</a> |
| 416 | Sweeper: Self-Propelled Hydrostatic Broom                        | Superior Broom DT74                                | DT74                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=416">https://www.myvendorlink.com/external/award?s=152500&amp;i=416</a> |
| 417 | Sweeper: Self-Propelled Hydrostatic Broom                        | Smith Challenger SCM400                            | SCM400                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=417">https://www.myvendorlink.com/external/award?s=152500&amp;i=417</a> |
| 418 | Tactical Vehicle: Skid Steer Mounted (The Rook)                  | Caterpillar 299D3 with Rook Option                 | 299D3 with Rook Option | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=418">https://www.myvendorlink.com/external/award?s=152500&amp;i=418</a> |
| 419 | Tool Carrier: Hydrostatic Drive                                  | Alamo Group Mantis                                 | 155B                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=419">https://www.myvendorlink.com/external/award?s=152500&amp;i=419</a> |
| 420 | Tool Carrier: Hydrostatic Drive                                  | Energreen America Kommunal                         | Kommunal               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=420">https://www.myvendorlink.com/external/award?s=152500&amp;i=420</a> |
| 421 | Tool Carrier: Hydrostatic Drive                                  | MowerMax Tool Carrier                              | MMB22                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=421">https://www.myvendorlink.com/external/award?s=152500&amp;i=421</a> |
| 423 | Tractor: Agriculture Tractor - 4x2                               | Case IH FARMALL                                    | 100C                   | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=423">https://www.myvendorlink.com/external/award?s=152500&amp;i=423</a> |
| 424 | Tractor: Agriculture Tractor - 4x2                               | John Deere S105M                                   | S105M                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=424">https://www.myvendorlink.com/external/award?s=152500&amp;i=424</a> |
| 425 | Tractor: Agriculture Tractor - 4x2                               | Kubota M5-111                                      | M5-111                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=425">https://www.myvendorlink.com/external/award?s=152500&amp;i=425</a> |
| 426 | Tractor: Agriculture Tractor - 4x2                               | Massey Ferguson Tractor                            | MF4709                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=426">https://www.myvendorlink.com/external/award?s=152500&amp;i=426</a> |
| 427 | Tractor: Agriculture Tractor - 4x2                               | New Holland Powerstar                              | 100                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=427">https://www.myvendorlink.com/external/award?s=152500&amp;i=427</a> |
| 429 | Tractor: Compact Articulating Tractor - AWD                      | Avant 528  | 528                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=429">https://www.myvendorlink.com/external/award?s=152500&amp;i=429</a> |
| 431 | Tractor: Small Agriculture Tractor - 4x4                         | Bobcat CT2035                                      | CT2035                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=431">https://www.myvendorlink.com/external/award?s=152500&amp;i=431</a> |
| 432 | Tractor: Small Agriculture Tractor - 4x4                         | Case IH FARMALL                                    | 35C                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=432">https://www.myvendorlink.com/external/award?s=152500&amp;i=432</a> |
| 433 | Tractor: Small Agriculture Tractor - 4x4                         | John Deere 3035D                                   | 3035D                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=433">https://www.myvendorlink.com/external/award?s=152500&amp;i=433</a> |
| 434 | Tractor: Small Agriculture Tractor - 4x4                         | Kubota L3902 DT                                    | L3902 DT               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=434">https://www.myvendorlink.com/external/award?s=152500&amp;i=434</a> |
| 435 | Tractor: Small Agriculture Tractor - 4x4                         | Massey Ferguson MF1840E                            | MF1840E                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=435">https://www.myvendorlink.com/external/award?s=152500&amp;i=435</a> |
| 436 | Tractor: Small Agriculture Tractor - 4x4                         | New Holland Boomer                                 | 35                     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=436">https://www.myvendorlink.com/external/award?s=152500&amp;i=436</a> |
| 437 | Tractor: Tractor with Boom Mower - 4x4                           | Case IH Maxxum with Motrim Boom Mower              | 115                    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=437">https://www.myvendorlink.com/external/award?s=152500&amp;i=437</a> |
| 438 | Tractor: Tractor with Boom Mower - 4x4                           | John Deere 6120M with Tiger Bengal Boom Mower      | 6120M                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=438">https://www.myvendorlink.com/external/award?s=152500&amp;i=438</a> |
| 439 | Tractor: Tractor with Boom Mower - 4x4                           | John Deere 6120M Alamo Industrial Mower            | 6120M                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=439">https://www.myvendorlink.com/external/award?s=152500&amp;i=439</a> |
| 440 | Tractor: Tractor with Boom Mower - 4x4                           | Kubota M65-111 with Terrain King KB2300 Boom Mower | M65-111                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=440">https://www.myvendorlink.com/external/award?s=152500&amp;i=440</a> |
| 441 | Tractor: Tractor with Boom Mower - 4x4                           | Massey Ferguson 6S.145 with Diamond Boom Mower     | 6S.145                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=441">https://www.myvendorlink.com/external/award?s=152500&amp;i=441</a> |
| 442 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | Talbert Talbert AC20                               | Talbert AC20           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=442">https://www.myvendorlink.com/external/award?s=152500&amp;i=442</a> |
| 443 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | EAGER BEAVER Eager Beaver 20-XPT Trailer           | 20XPT                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=443">https://www.myvendorlink.com/external/award?s=152500&amp;i=443</a> |
| 444 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | INTERSTATE TRAILERS 40DLA                          | 40DLA                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=444">https://www.myvendorlink.com/external/award?s=152500&amp;i=444</a> |
| 445 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | Big Tex 4XPH-20+5                                  | 4XPH-20+5              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=445">https://www.myvendorlink.com/external/award?s=152500&amp;i=445</a> |
| 446 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR          | Texas Trailers FB2540GVB                           | FB2540GVB              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=446">https://www.myvendorlink.com/external/award?s=152500&amp;i=446</a> |
| 447 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Big Tex 22PH255                                    | 22PH255                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=447">https://www.myvendorlink.com/external/award?s=152500&amp;i=447</a> |
| 448 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Econoline BP0821DE                                 | BP0821DE               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=448">https://www.myvendorlink.com/external/award?s=152500&amp;i=448</a> |
| 449 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Felling Trailers FT-16-2                           | FT-16-2                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=449">https://www.myvendorlink.com/external/award?s=152500&amp;i=449</a> |
| 451 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Interstate 16BST                                   | 16BST                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=451">https://www.myvendorlink.com/external/award?s=152500&amp;i=451</a> |
| 452 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | SURE-TRAC ST102204SDDO-B-150                       | ST102204SDDO-B-150     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=452">https://www.myvendorlink.com/external/award?s=152500&amp;i=452</a> |
| 453 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Texas Trailer TX85258T                             | TX85258T               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=453">https://www.myvendorlink.com/external/award?s=152500&amp;i=453</a> |
| 454 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Towmaster T-16LP                                   | T-16LP                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=454">https://www.myvendorlink.com/external/award?s=152500&amp;i=454</a> |
| 455 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | Trail King TK20LP                                  | TK20LP                 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=455">https://www.myvendorlink.com/external/award?s=152500&amp;i=455</a> |
| 456 | Trailer: Deck Over Flatbed Trailer - 16,000 lbs. GVWR            | XL Specialized Trailers XL 24 T                    | XL 24 T                | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=456">https://www.myvendorlink.com/external/award?s=152500&amp;i=456</a> |
| 458 | Trailer: Detachable Lowboy Trailer 100,000 lbs. GVWR             | EAGER BEAVER Eager Beaver 50-GSL-3 Lowboy          | 50-GSL-3               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=458">https://www.myvendorlink.com/external/award?s=152500&amp;i=458</a> |
| 459 | Trailer: Detachable Lowboy Trailer 100,000 lbs. GVWR             | Talbert Talbert 55HRG                              | Talbert 55HRG          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=459">https://www.myvendorlink.com/external/award?s=152500&amp;i=459</a> |
| 460 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | Cargo Mate Blazer                                  | BL716TA2               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=460">https://www.myvendorlink.com/external/award?s=152500&amp;i=460</a> |
| 461 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | SURE-TRAC STW8416TA                                | STW8416TA              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=461">https://www.myvendorlink.com/external/award?s=152500&amp;i=461</a> |
| 462 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | Wells Cargo HD Wagon                               | WHD716T2               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=462">https://www.myvendorlink.com/external/award?s=152500&amp;i=462</a> |
| 463 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | Mission EZEC7x16                                   | EZEC7x16               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=463">https://www.myvendorlink.com/external/award?s=152500&amp;i=463</a> |
| 464 | Trailer: Enclosed Cargo Trailer - 7,000 lbs. GVWR                | Express ECT7X16TA Enclosed Cargo Trailer           | ECT7X16TA              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=464">https://www.myvendorlink.com/external/award?s=152500&amp;i=464</a> |
| 465 | Trailer: Enclosed Utility Body/Trailer Mounted - 9,990 lbs. GVWR | Knapheide Enclosed Mobile Work Station             | KC132                  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=465">https://www.myvendorlink.com/external/award?s=152500&amp;i=465</a> |
| 466 | Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR            | Pitts 35-Ton Fixed Neck Lowboy                     | LB35-33CS              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=466">https://www.myvendorlink.com/external/award?s=152500&amp;i=466</a> |
| 467 | Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR            | Pitts LB35-22DC Hydraulic Detachable Trailer       | LB35-22DC              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=467">https://www.myvendorlink.com/external/award?s=152500&amp;i=467</a> |

|     |   |                                   |                  |   |
|-----|---|-----------------------------------|------------------|---|
| 468 | Trailer: Hydraulic Drop Deck Trailer - 13,500 lbs. GVWR   | Air Tow Trailers UT1410 Utility   | UT1410           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=468">https://www.myvendorlink.com/external/award?s=152500&amp;i=468</a> |
| 469 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR  | Felling Trailers FT-70-2-PL-HT    | FT-70-2-PL-HT    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=469">https://www.myvendorlink.com/external/award?s=152500&amp;i=469</a> |
| 472 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR  | Towmaster T-70HT                  | T-70HT           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=472">https://www.myvendorlink.com/external/award?s=152500&amp;i=472</a> |
| 473 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR  | Trail King TK80HT                 | TK80HT           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=473">https://www.myvendorlink.com/external/award?s=152500&amp;i=473</a> |
| 474 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR  | XL Specialized Trailers XL 80PT   | XL 80PT          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=474">https://www.myvendorlink.com/external/award?s=152500&amp;i=474</a> |
| 475 | Trailer: Hydraulic Tail Trailer - 70,000 lbs. GVWR  | Talbert Talbert 35HT              | Talbert 35HT     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=475">https://www.myvendorlink.com/external/award?s=152500&amp;i=475</a> |
| 476 | Trailer: Leachate Tanker 6,500 gallons  | MACLTT Liquid tank trailer        | SRX-6500-1-2-NC  | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=476">https://www.myvendorlink.com/external/award?s=152500&amp;i=476</a> |
| 477 | Trailer: Livestock Trailer - 7,000 lbs. GVWR  | Delta Trailers 500ES-16           | 500ES-16         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=477">https://www.myvendorlink.com/external/award?s=152500&amp;i=477</a> |
| 478 | Trailer: Livestock Trailer - 7,000 lbs. GVWR  | Frontier Trailers LIV167LITE      | LIV167LITE       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=478">https://www.myvendorlink.com/external/award?s=152500&amp;i=478</a> |
| 479 | Trailer: Livestock Trailer - 7,000 lbs. GVWR  | Texas Trailers ST1610B            | ST1610B          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=479">https://www.myvendorlink.com/external/award?s=152500&amp;i=479</a> |
| 480 | Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR  | Big Tex 14LP-14                   | 14LP-14          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=480">https://www.myvendorlink.com/external/award?s=152500&amp;i=480</a> |
| 481 | Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR  | Felling FT-14 DT HD               | FT-14 DT HD      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=481">https://www.myvendorlink.com/external/award?s=152500&amp;i=481</a> |
| 482 | Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR  | SURE-TRAC ST8214HLOD-B-140        | ST8214HLOD-B-140 | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=482">https://www.myvendorlink.com/external/award?s=152500&amp;i=482</a> |
| 483 | Trailer: Pull Behind Dump Trailer - 14,000 lbs. GVWR  | Towmaster T-12HD                  | T-12HD           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=483">https://www.myvendorlink.com/external/award?s=152500&amp;i=483</a> |
| 484 | Trailer: Refrigeration/Freezer Trailer - 7,000 lbs. GVWR  | Polar King Mobile Trailers PKM612 | PKM612           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=484">https://www.myvendorlink.com/external/award?s=152500&amp;i=484</a> |
| 485 | Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR  | Big Tex 70PI-16                   | 70PI-16          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=485">https://www.myvendorlink.com/external/award?s=152500&amp;i=485</a> |
| 486 | Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR  | Mission MLS6.5X16 2.0             | MLS6.5X16 2.0    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=486">https://www.myvendorlink.com/external/award?s=152500&amp;i=486</a> |
| 487 | Trailer: Utility/Equipment Trailer - 7,000 lbs. GVWR  | Texas Trailers UT61670GV          | UT61670GV        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=487">https://www.myvendorlink.com/external/award?s=152500&amp;i=487</a> |
| 488 | Trailer: Waste Trailer with Walking Floor   | East Manufacturing Unloader       | 48FT             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=488">https://www.myvendorlink.com/external/award?s=152500&amp;i=488</a> |
| 489 | Trailer: Waste Trailer with Walking Floor   | Mac Trailer TNSP48MF              | TNSP48MF         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=489">https://www.myvendorlink.com/external/award?s=152500&amp;i=489</a> |
| 490 | Trailer: Waste Trailer with Walking Floor   | Steco AW048102                    | AW048102         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=490">https://www.myvendorlink.com/external/award?s=152500&amp;i=490</a> |
| 491 | Trailer: Waste Trailer with Walking Floor   | Warren Equipment Inc. WMFT-AS     | WMFT-AS-48102    | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=491">https://www.myvendorlink.com/external/award?s=152500&amp;i=491</a> |
| 493 | Transfer Switch: 600 Amp Automatic Transfer Switch  | ASCO Series 300                   | Series 300       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=493">https://www.myvendorlink.com/external/award?s=152500&amp;i=493</a> |
| 494 | Transfer Switch: 600 Amp Automatic Transfer Switch  | Caterpillar CG                    | CG               | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=494">https://www.myvendorlink.com/external/award?s=152500&amp;i=494</a> |
| 495 | Transfer Switch: 600 Amp Automatic Transfer Switch  | Generac TX/PSTS-600               | TX/PSTS-600      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=495">https://www.myvendorlink.com/external/award?s=152500&amp;i=495</a> |
| 496 | Transfer Switch: 600 Amp Automatic Transfer Switch  | Thomson Auto Transfer Switch      | TS 870           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=496">https://www.myvendorlink.com/external/award?s=152500&amp;i=496</a> |
| 497 | Trencher: Walk Behind Trencher  | Vermeer RTX250                    | RTX250           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=497">https://www.myvendorlink.com/external/award?s=152500&amp;i=497</a> |
| 498 | Underground Locating Equipment: Ground Penetrating Radar  | US Radar Quantaum Imager          | Q4300            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=498">https://www.myvendorlink.com/external/award?s=152500&amp;i=498</a> |
| 499 | Underground Locating Equipment: Utility Locator   | Vermeer Verifier G-3              | G-3              | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=499">https://www.myvendorlink.com/external/award?s=152500&amp;i=499</a> |
| 500 | Vehicle Lift: Mobile - 2 Column, Cabled   | ARI-Hetra LP-10-2-AJ              | LP-10-2-AJ       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=500">https://www.myvendorlink.com/external/award?s=152500&amp;i=500</a> |
| 503 | Vehicle Lift: Mobile - 2 Column, Wireless   | ARI-Hetra BPW-10-2-AJ             | BPW-10-2-AJ      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=503">https://www.myvendorlink.com/external/award?s=152500&amp;i=503</a> |
| 504 | Vehicle Lift: Mobile - 2 Column, Wireless   | Challenger CLHM-190-2             | CLHM-190-2       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=504">https://www.myvendorlink.com/external/award?s=152500&amp;i=504</a> |
| 507 | Vehicle Lift: Mobile - 4 Column, Cabled   | ARI-Hetra LP-10-4-AJ              | LP-10-4-AJ       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=507">https://www.myvendorlink.com/external/award?s=152500&amp;i=507</a> |
| 510 | Vehicle Lift: Mobile - 4 Column, Wireless   | ARI-Hetra BPW-10-4-AJ             | BPW-10-4-AJ      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=510">https://www.myvendorlink.com/external/award?s=152500&amp;i=510</a> |
| 511 | Vehicle Lift: Mobile - 4 Column, Wireless   | Challenger CLHM-190-4             | CLHM-190-4       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=511">https://www.myvendorlink.com/external/award?s=152500&amp;i=511</a> |
| 514 | Vehicle Lift: Mobile - 6 Column, Cabled   | ARI-Hetra LP-10-6-AJ              | LP-10-6-AJ       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=514">https://www.myvendorlink.com/external/award?s=152500&amp;i=514</a> |
| 517 | Vehicle Lift: Mobile - 6 Column, Wireless   | ARI-Hetra BPW-10-6-AJ             | BPW-10-6-AJ      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=517">https://www.myvendorlink.com/external/award?s=152500&amp;i=517</a> |
| 518 | Vehicle Lift: Mobile - 6 Column, Wireless   | Challenger CLHM-190-6             | CLHM-190-6       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=518">https://www.myvendorlink.com/external/award?s=152500&amp;i=518</a> |
| 522 | Vehicle Lift: Mobile - 8 Column, Wireless   | ARI-Hetra BPW-10-8-AJ             | BPW-10-8-AJ      | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=522">https://www.myvendorlink.com/external/award?s=152500&amp;i=522</a> |
| 523 | Vehicle Lift: Mobile - 8 Column, Wireless   | Challenger CLHM-190-8             | CLHM-190-8       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=523">https://www.myvendorlink.com/external/award?s=152500&amp;i=523</a> |
| 527 | Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 12k   | Challenger CL 12-LC               | CL 12-LC         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=527">https://www.myvendorlink.com/external/award?s=152500&amp;i=527</a> |
| 529 | Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 15k   | Challenger 15000-3S               | 15000-3S         | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=529">https://www.myvendorlink.com/external/award?s=152500&amp;i=529</a> |
| 531 | Vehicle Lift: Stationary - 2 Post Symmetric Stationary Vehicle Lift 18k   | Challenger 18000                  | 18000            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=531">https://www.myvendorlink.com/external/award?s=152500&amp;i=531</a> |
| 533 | Vehicle Lift: Stationary - 2 Post Versymmetric Stationary Vehicle Lift 10k  | Challenger CL10V3                 | CL10V3           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=533">https://www.myvendorlink.com/external/award?s=152500&amp;i=533</a> |
| 534 | Vehicle Lift: Stationary - 4 Column, Alignment Lift with Front/Rear Jacks and Integrated Turntables and Slip Plates 14k | Challenger AR4115XAO              | AR4115XAO        | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=534">https://www.myvendorlink.com/external/award?s=152500&amp;i=534</a> |
| 536 | Generator: 125kW Stationary   | Taylor Power Systems TD125        | TD125            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=536">https://www.myvendorlink.com/external/award?s=152500&amp;i=536</a> |
| 537 | Generator: 150kW Mobile   | Taylor Power Systems TM225        | TM225            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=537">https://www.myvendorlink.com/external/award?s=152500&amp;i=537</a> |
| 538 | Generator: 60kW Stationary  | Taylor Power Systems TD60         | TD60             | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=538">https://www.myvendorlink.com/external/award?s=152500&amp;i=538</a> |
| 539 | Generator: 500kW Stationary   | Taylor Power Systems TD500        | TD500            | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=539">https://www.myvendorlink.com/external/award?s=152500&amp;i=539</a> |
| 540 | Pallet Jack: Electric 4,500 lbs. Capacity   | Crown WP 3200                     | WP 3200          | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=540">https://www.myvendorlink.com/external/award?s=152500&amp;i=540</a> |
| 541 | Trailer: Deck Over Equipment Trailer - 40,000 lbs. GVWR   | Felling FT-40-2 LP                | FT-40-2 LP       | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=541">https://www.myvendorlink.com/external/award?s=152500&amp;i=541</a> |
| 542 | Trailer: Detachable Lowboy Trailer - 100,000 lbs. GVWR  | Felling XF-100-3 HDG              | XF-100-3 HDG     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=542">https://www.myvendorlink.com/external/award?s=152500&amp;i=542</a> |
| 543 | Trailer: Fixed Neck Lowboy Trailer - 70,000 lbs. GVWR   | Felling FT-70-2 MX-L              | FT-70-2 MX-L     | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=543">https://www.myvendorlink.com/external/award?s=152500&amp;i=543</a> |
| 544 | Mower: Zero Turn Radius Mower   | Dixie Chopper Eagle               | 3160KW           | <a href="https://www.myvendorlink.com/external/award?s=152500&amp;i=544">https://www.myvendorlink.com/external/award?s=152500&amp;i=544</a> |

# FSA Cooperative Purchasing Program



## FSA23-EQU21.0: Equipment Final Award Report



**Ring Power Corporation**  
500 World Commerce Parkway  
St. Augustine, FL 32092

Prepared For:  
Florida Sheriff's Association

8/10/2023

**(1) NEW CATERPILLAR 120 MOTOR GRADER**

**CONTRACT DETAILS**

Florida Sheriff's Association  
Bid # FSA23-EQU21.0  
Item #263, Specification: Motorgrader  
Contract Dates: October 1, 2023 through September 30, 2025

**BID SPECIFICATION:**

ENGINE: Liquid cooled 6-cylinder diesel with minimum of 140 net hp @ 1900 RPM. TRANSMISSION: Power shift with direct drive; Minimum 8 forward and 4 reverse speeds. BRAKES: Wet multiple disc. STEERING & ARTICULATION: Front steer plus articulated; Minimum articulation 20-degrees. MOLDBOARD: Minimum 12 ft. long. OPERATOR ENVIRONMENT: Low profile cab; Cloth adjustable seats; Gauges including hour meter, fuel, articulation, engine coolant temperature. TIRES: Minimum 13.0 – 24 10 PR 9" single piece rim.

**BASE MACHINE**

|          |                                  |
|----------|----------------------------------|
| 467-7423 | 120 14B MOTOR GRADER             |
| 561-6489 | GLOBAL ARRANGEMENT               |
| 320-9924 | MOLDBOARD, 12' BASIC             |
| 467-7404 | WEATHER, STANDARD, TND           |
| 517-0699 | NO ACCUMULATORS, JOY             |
| 462-6536 | DRAWBAR, TOP ADJUST, HYDTIP, JOY |
| 590-7345 | ENGINE, STAGE IV AM-N            |
| 422-6603 | DRAIN, GRAVITY, ENGINE OIL       |
| 462-6514 | HYDRAULICS, BASE, JOY            |
| 467-9304 | LIGHTS, BRAKE & BACKUP, JOY, LED |
| 462-6512 | STARTER, STANDARD DUTY           |
| 506-4262 | JUMP START STUDS                 |
| 438-5768 | ALTERNATOR, 145 AMP              |
| 466-1361 | CAB, ROPS, BASE, JOY, TND        |
| 506-2611 | SEAT, BASE, SUSPENSION, JOY      |
| 485-3445 | SEAT BELT, W/ INDICATION         |

|          |                                  |
|----------|----------------------------------|
| 466-1340 | COMFORT PACKAGE, BASE, JOY       |
| 435-5797 | GLOVE BOX, CAB                   |
| 471-5509 | PRODUCT LINK, CELLULAR PLE742    |
| 543-0221 | NO GRADE CONTROL TECHNOLOGY      |
| 466-1315 | JOYSTICK CONTROLS, BASIC         |
| 575-2980 | CONTROL, AUTO ARTICULATION, DEMO |
| 577-8014 | GROUND LEVEL FUELING             |
| 574-8803 | FUEL FILTER, NEXT GEN            |
| 575-7683 | FAN, STANDARD, TND               |
| 340-2602 | TIRES,13.0-24 GY SGG 12 G2 SP    |
| 518-1195 | REAR PANEL W/O ACCESS DOOR       |
| 481-8668 | NO HITCH                         |
| 0P-3978  | FUEL ANTIFREEZE -13F             |
| 421-8926 | SERIALIZED TECHNICAL MEDIA KIT   |
| 564-5009 | LOW BAR, HALOGEN, JOY, TND       |
| 468-7615 | LIGHTS, WORKING, BASIC HAL, JOY  |
| 466-1301 | LIGHTS, CAB HALOGEN, JOY         |
| 435-9816 | LIGHTS, SERVICE, INTERNAL        |
| 462-6655 | DECALS, ENGLISH                  |

Ring Power Corporation



# Cat<sup>®</sup> 120

## Motor Grader

***The Next Generation Cat<sup>®</sup> 120 Motor Grader offers the options of joystick or steering wheel and lever controls with the all-wheel drive option. Save up to 15 percent in fuel consumption. Cab and comfort options help improve performance. Factory integrated technology, such as Cat GRADE with Cross Slope and Stable Blade options ensure grade for any project. Not all features are available in all regions. Consult your Cat dealer for specific configurations available in your region.***

### High Performance with Lower Fuel Consumption

- Get to work with balanced weight and power in the Cat C7.1 engine.
- Increase your fuel economy up to 15 percent with the standard ECO mode.
- Cat GRADE technology helps you get to the target grade in fewer passes by using up to 40 percent less material.
- The powershift transmission works hard with machine balance to ensure drawbar power to the ground.
- Power train components are specifically made to be rebuilt.
- The all-wheel drive (AWD) option assists with traction and maneuvering the machine. The increased power with all-wheel drive handles the extra traction for slopes and loose material.

### New Cab Keeps You Comfortable All Day Long

- Choose your comfort level in the cab with standard, comfort plus, and premium plus options.
- With one 203 mm (8 in) color touchscreen, view your machine information from fuel levels to GRADE technology options and machine alerts. The anti-glare screen makes it easy to read no matter how bright it gets.
- Connect your phone with Bluetooth<sup>®</sup> or auxiliary cord option to listen to music and podcasts throughout your work day.
- Decrease clutter with more storage areas in the cab.
- The high capacity Heating, Ventilation and Air Conditioning (HVAC) system dehumidifies and pressurizes the cab, circulates fresh air, seals out dust and keeps windows clear from fogging.
  - With the auto-controlled climate option, you can set your ideal temperature.
- Easily add a radio to the cab using the built-in mounting location.
- Keep your phone charged with the optional USB charging port along with a spot designed to hold your phone.

### Enhance Efficiency and Productivity with Integrated Cat Technology

- The next generation motor grader offers updated GRADE technology displayed on the 203 mm (8 in) color touchscreen option.
- Use the Digital Blade Slope Meter to get to grade without relying on manual grade checkers.
- Cat GRADE with Cross Slope Indicate option provides a real-time readout of cross slope and can be scaled to Cat GRADE with Cross Slope for automatic blade movement.
- Cat GRADE Attachment Ready Option (ARO) gives you the connections that you need to add grade control technologies.
- Stable Blade senses blade bounce before you to reduce manual throttle use and site rework.
- Product Link<sup>™</sup> provides location, machine hours, fuel usage, productivity, idle time, diagnostic codes, and other machine data on demand through the VisionLink<sup>®</sup> online interface, which helps you improve job site efficiency with lower operating costs.
- Update machine software with Remote Services without taking the machine out of service.



## Cat® 120 Motor Grader

---

### Safety

- View your surroundings with the rear camera option to ensure the safety of you and those around you. The dedicated display can be always on to ensure a safe work environment.
  - The heated lens keeps the rearview camera clear.
- In the event of an engine stall, count on the secondary steering system to help stop the machine safely.
- Ensure three points of contact when entering and exiting the machine with strategically placed walk ways and grab rails.
- Ground level engine shut-off switch stops all fuel to the engine when activated and shuts down the machine.
- See the rear of your machine with connecting windows.
- Work past sundown using the LED light option for increased night time visibility.
- Keep your work site safer with Cat GRADE technology, which reduces the need for manual grade checking with working machines.
- Refueling from the ground keeps you from climbing onto the machine for a safer work environment.

### Maintenance

- Filters, such as fuel, engine air, and oil filters, are grouped together for easy access and preventative maintenance.
- Be more environmentally friendly with the next generation filters to get up to 15 percent in reduced filtration costs.
- Maintain roads with the standard drawbar circle moldboard with hardened circle teeth for increased durability.
- For tight finish grading, consider the top adjust drawbar option for applications that require maximum accuracy. It offers up to 20 percent reduction in maintenance cost over the standard.
- Hydraulic brakes are well oiled to keep them maintenance free.
- Lower costly repairs to your circle and pinion with the Circle Saver.

### Versatility

- Improve the balance of your machine with the counterweight or push block for increased performance and efficiency.
- Ripper and scarifier options are available to assist with grading hardened ground.
- The front lift group option is ready for attachments like the straight or front blade.
- For more road coverage, add a moldboard extension to add 605 mm (24 in).

## Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

|   | Standard | Optional |                                     | Standard | Optional |
|---|----------|----------|-------------------------------------|----------|----------|
| <b>CAB</b>                                |          |          | <b>POWER TRAIN</b>                  |          |          |
| Vinyl Seat                                | ✓        |          | Cat C7.1                            | ✓        |          |
| Cloth or Leather Seat                     |          | ✓        | ECO Mode                            | ✓        |          |
| Steering Wheel/Lever Controls             |          | ✓        | All-Wheel Drive (AWD)               |          | ✓        |
| Joystick Controls                         |          | ✓        | Hydraulic Demand Fan                | ✓        |          |
| ROPS/FOPS, Standard Sound Suppression     | ✓        |          | Reversing Fan                       |          | ✓        |
| Heating/Cooling Cab System                | ✓        |          | <b>DRAWBAR CIRCLE MOLDBOARD</b>     |          |          |
| Rear Wiper                                |          | ✓        | Standard                            | ✓        |          |
| Base Cab                                  | ✓        |          | Top Adjust                          |          | ✓        |
| Comfort Plus                              |          | ✓        | Circle Drive Slip Clutch            | ✓        |          |
| Premium Plus                              |          | ✓        | Circle Saver                        |          | ✓        |
| Seat Belt Indicator                       |          | ✓        | <b>SAFETY</b>                       |          |          |
| 203 mm (8 in) Touchscreen Monitor         |          | ✓*       | Parking Brake                       | ✓        |          |
| 254 mm (10 in) Hybrid Information Display | ✓        |          | Signaling/Warning Horn              | ✓        |          |
| Heated/Cooled Seat                        |          | ✓        | Rearview Mirror                     | ✓        |          |
| Bluetooth/Auxiliary Radio                 |          | ✓        | Rearview Camera                     |          | ✓        |
| Halogen Lighting                          | ✓        |          | Hydraulic Brakes                    | ✓        |          |
| LED Lighting                              |          | ✓        | Secondary Steering System           | ✓        |          |
| Rear Window Screen                        |          | ✓        | Side View Mirrors                   | ✓        |          |
| <b>CAT CONNECT TECHNOLOGY</b>             |          |          | Walkways and Grab Rails             | ✓        |          |
| Cat GRADE with Digital Blade Slope Meter  |          | ✓        | 100% Ground Level Daily Maintenance | ✓        |          |
| Cat GRADE with Cross Slope Indicate       |          | ✓        | <b>VERSATILITY</b>                  |          |          |
| Cat GRADE with Cross Slope                |          | ✓        | Counterweight                       |          | ✓        |
| Cat GRADE Attachment Ready Option (ARO)   |          | ✓        | Push Block                          |          | ✓        |
| Stable Blade                              |          | ✓        | Ripper                              |          | ✓        |
| Product Link                              | ✓        |          | Scarifier                           |          | ✓        |
| Remote Services                           |          | ✓        | Front Lift Group                    |          | ✓        |
|   |          |          | Front Blade                         |          | ✓        |

\*Standard on joystick U.S. EPA Tier 4 machines.

## Cat® 120 Motor Grader

## Technical Specifications

## Power Train

|  |  |                       |
|--|--|-----------------------|
| Engine Model   | Cat 7.1  |                       |
| Emissions  | U.S. EPA Tier 4 Final/EU Stage V/<br>Japan 2014 (Tier 4 Final) |                       |
| Net Power Range  | 104 kW-123 kW  | 139 hp-165 hp         |
| All-Wheel Drive Net Power Range  | 108 kW-141 kW  | 145 hp-189 hp         |
| Engine RPM   | 2,000 rpm  |                       |
| Displacement   | 7.01 L   | 427.8 in <sup>3</sup> |
| Bore   | 105 mm   | 4.1 in                |
| Stroke   | 135 mm   | 5.3 in                |
| Torque Rise ISO 9249   | 42%  |                       |
| Maximum Torque ISO 9249  | 822 N·m  | 606 lbf·ft            |
| Maximum Torque (AWD on)  | 828 N·m  | 611 lbf·ft            |
| Number of Cylinders  | 6  |                       |
| Derating Altitude  | 3000 m   | 9,842.5 ft            |
| Derating Altitude (AWD)  | 1676 m   | 5,499 ft              |
| Standard Capability  | 50° C  | 122° F                |
| <ul style="list-style-type: none"> <li>• Net power is tested per ISO 9249, SAE J1349, and EEC 80/1269 Standards in effect at the time of manufacture.</li> <li>• Net power advertised is the power available at rated speed of 2,000 rpm, measured at the flywheel when engine is equipped with fan, air cleaner, muffler and alternator.</li> <li>• Power as declared per ISO 14396.</li> </ul> |  |                       |

## Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.6 kg of refrigerant which has a CO<sub>2</sub> equivalent of 2.288 metric tonnes.

## Service Refill Capacities

|                               |        |          |
|-------------------------------|--------|----------|
| Fuel Tank                     | 246 L  | 65 gal   |
| Circle Drive                  | 7 L    | 1.8 gal  |
| Engine Crankcase              | 18 L   | 4.8 gal  |
| Cooling System                | 52.5 L | 14 gal   |
| Hydraulic System              | 75 L   | 19.8 gal |
| Diesel Exhaust Fluid Tank     | 15 L   | 5 gal    |
| Transmission and Differential | 60 L   | 15.9 gal |

## Machine Weight

|  |           |           |
|--|-----------|-----------|
| Lever/Steering Wheel*                          | 15 906 kg | 35,067 lb |
| Joystick*                                      | 16 038 kg | 35,358 lb |
| Lever/Steering Wheel<br>All-Wheel Drive (AWD)* | 16 661 kg | 36,731 lb |
| Joystick All-Wheel Drive (AWD)*                | 16 713 kg | 36,846 lb |

\*Typically equipped includes 4267 mm (14 ft) plus blade, tires, push plate, ripper, bottom guard, operator, and full fluids.

## Dimensions

|                             |         |          |
|-----------------------------|---------|----------|
| Length of Machine*          | 9838 mm | 387 in   |
| Maximum Height              | 3832 mm | 151 in   |
| Width                       | 2592 mm | 102 in   |
| Width All-Wheel Drive (AWD) | 2551 mm | 100.4 in |

\*Typically equipped with push block and ripper.

## Moldboard

|                    |        |         |
|--------------------|--------|---------|
| Blade Width        | 3.7 m  | 12 ft   |
| Blade Height       | 610 mm | 24 in   |
| Arc Radius         | 413 mm | 16.3 in |
| Throat Clearance   | 105 mm | 4.1 in  |
| End Bit Width      | 152 mm | 6 in    |
| Cutting Edge Width | 152 mm | 6 in    |

## Blade Range

|                                |         |         |
|--------------------------------|---------|---------|
| Circle Center Shift – Right    | 656 mm  | 26 in   |
| Circle Center Shift – Left     | 656 mm  | 26 in   |
| Moldboard Side Shift – Right   | 663 mm  | 26.1 in |
| Moldboard Side Shift – Left    | 512 mm  | 20.1 in |
| Blade Tip Range – Forward      | 40°     |         |
| Blade Tip Range – Backward     | 5°      |         |
| Maximum Shoulder Reach – Right | 1928 mm | 76 in   |
| Maximum Shoulder Reach – Left  | 1764 mm | 69.4 in |
| Maximum Lift Above Ground      | 410 mm  | 16.1 in |
| Maximum Depth of Cut           | 775 mm  | 30.5 in |

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com).

© 2020 Caterpillar  
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, Product Link, "Caterpillar Corporate Yellow", the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

VisionLink is a trademark of Trimble Navigation Limited, registered in the United States and in other countries.

AEXQ2473-01 (4-2020)  
Build Number: 14A  
(Jpn, Eur, Korea, N Am)

Posted July 1, 2024



Effective with sales to the first user on or after January 1, 2018

# CATERPILLAR LIMITED WARRANTY

## Earthmoving, Construction, Material Handling, Forestry and Paving Machines

### Worldwide

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants the following new products sold by it to be free from defects in material and workmanship:

- Earthmoving, construction, material handling, forestry and paving machines (except as listed below).
- Attachments/work tools installed on such machines prior to delivery (unless covered by the Cat® Work Tool warranty statement or another manufacturer's warranty). Hammer tool points and compacting plates used on hydraulic hammers are not warranted.

Additional warranties are applicable against breakage for certain Cat Ground Engaging Tools and for wear on all landfill compactor tips. Refer to the applicable warranty statements for coverage detail.

This warranty does not apply to:

- Cat Batteries
- Mobil-trac belts, rubber tracks used on multi terrain loaders, compact track loaders, and mini hydraulic excavators
- Cat Work Tools
- 424 Backhoe Loaders, 216 and 226 Skid Steer Loaders, and 320 Excavators sold in India
- Prentice brand forestry machines
- Longwall mining machines
- 785, 789, 793, 794, 795, 797 Off-Highway Truck models sold in regions other than the Commonwealth of Independent States ("CIS")
- 24 Motor Grader models sold in regions other than the CIS
- 854, 992, 993, 994 Wheel Loader models sold in regions other than CIS
- Cat Utility Vehicles (UTV)
- Compact Construction Equipment including Compact Track & Multi Terrain Loaders, Mini Hydraulic Excavators, and Skid Steer Loaders sold in USA or Canada.

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

#### Warranty Period

For new machines and work tools/attachments the warranty period is 12-months/unlimited hours, starting from date of delivery to the first user.

#### Note:

- For hydraulic line's quick connect/disconnect components sold on compact wheel loaders, mini hydraulic excavators, skid steer loaders, multi terrain loaders, and compact track loader machines, the warranty period is 50 hours starting from the date of delivery to the first user.
- For Draglines, Electric Rope Shovels, Hard Rock Movers, Hard Rock Feeders, Hard Rock Miners, Hard Rock Conveyors, Hard Rock Roof Supports; the warranty period is not to exceed 24 months from shipment of the last major component from the Caterpillar place of manufacture.

#### Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

**Note:** New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace lubricating oil, filters, antifreeze, and other service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect.

#### User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities."
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper fuel, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

#### Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel setting changes.

*continued...*

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629, telephone 1 (309) 675-1000, or go to URL [www.cat.com](http://www.cat.com), Find Your Dealer

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENTS WARRANTY FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED, WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

- i. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR
- ii. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000. THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

©2018 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, their respective logos, "Caterpillar Yellow," the "Power Edge" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Agenda Item #11

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of the Bid Award for Open Graded Hot Mix Bituminous Paving Services

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Brent Pell, Director, Public Works<br>Charles Wu, Director, Engineering Services<br>Andrew Riley, Director, Operations, Public Works |
| <b>Lead Staff/ Project Team:</b>    | Melanie Hooley, Director, Purchasing<br>Timothy Barden, Administrative Services Manager   |

### **Statement of Issue:**

This agenda item seeks Board approval of the bid award for Open Graded Hot Mix (OGHM) Paving Services with Peavy & Son Construction Co., Inc and authorization to execute a continuing service Agreement. The Agreement will provide OGHM paving materials such as crushed stone or gravel for a permeable paving surface and the resources to perform the work of stabilization of County maintained dirt roads and resurfacing or repairs to current OGHM roads.

### **Fiscal Impact:**

This item has a fiscal impact. Funding for OGHM projects is included in the FY 2024 and the proposed FY 2025-2029 capital improvement budgets. This Agreement, if authorized by the Board, would be used to complete projects through FY 2029. This is a unit price Agreement and the Contractor will be paid based on the actual quantity used for each individual project.

### **Staff Recommendation:**

Option #1: Approve the bid award for Open Graded Hot Mix Bituminous Pavement in Place, Continuing Services to Peavy & Son Construction Co., Inc. and authorize the County Administrator to execute the Agreement (Attachment #1), and any amendments thereto, subject to legal review by the County Attorney.

## **Report and Discussion**

### **Background:**

This agenda item seeks Board approval of the bid award for OGHM Paving Services with Peavy & Son Construction Co., Inc and authorization to execute a continuing service Agreement. The Agreement will provide OGHM materials and other related services to perform stabilization of County maintained dirt roads and resurfacing or repairs to current OGHM roads (Attachment #1).

Leon County has approximately 50 miles of County roads that are stabilized with OGHM material. On average, the Division of Operations resurfaces approximately six miles of roadway a year with this material. OGHM material provides a cost-effective means of correcting minor surface irregularities for better riding quality on roads and overall road safety. With the award of this bid, the contractor will provide the materials necessary to perform the asphalt maintenance and the actual maintenance work involved in the resurfacing and repairs.

To provide for all of the County's OGHM needs, the County has historically utilized continuing supply services contracts. In preparation of the bid process, staff estimated the annual quantities of all items necessary for the roads to be resurfaced or repaired over the next five years as well as quantities for routine maintenance by the Division of Operations. The combined estimates served as the basis for competitive bidding as detailed in the analysis section below. The Agreement provides, however, that these quantities are for the establishment of unit prices only, and that actual quantities may vary significantly from the bid quantities.

It should be noted that the award of the contract is not an authorization for the expenditure of County funds. The authorization for the expenditure of funds, and the funding allocations, are found in the various Capital Improvement Program (CIP) and Operating budgets approved during the annual budget process. The Agreement is only a vehicle for the accomplishment of the approved CIPs and other maintenance activities conducted by Leon County.

### **Analysis:**

The Invitation to Bid (ITB) for Open Graded Hot Mix Bituminous Pavement in Place, Continuing Services (BC-2024-026) was advertised through the automated procurement platform OpenGov Procurement and in the legal notices of the Tallahassee Democrat on April 23, 2024. A total of 8,286 vendors were notified through the automated procurement system. A total of 15 vendors requested the bid package. The County received three responsive bids on May 23, 2024. Based on the itemized price sheets, the lowest responsible and responsive bidder is Peavy & Son Construction Co., Inc. in the amount of \$824,800 (Attachment #2). This is a unit price contract, and the Contractor will be paid based on the actual quantity used for each individual pay item.

The Office of Economic Vitality's (OEV) Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the scope of work for the ITB and due to no MWBE firms specializing in the type of materials utilized for this contract, and in accordance with the County's MWSBE policy, the Office of Economic Vitality's MWSBE Division advised that no aspirational targets be included as part of the bid process.



This item recommends Board approval of the bid award to Peavy & Son Construction Co., Inc. for OGHM Bituminous Pavement in Place, Continuing Services and seeks authorization to execute the Agreement (Attachment #1). If approved, the two-year Agreement would commence on August 5, 2024, with the option of three one-year extensions. Funding for OGHM projects is included in the FY 2024 and proposed FY 2025 - FY 2029 capital improvement budgets.

Options:

1. Approve the bid award for Open Graded Hot Mix Bituminous Pavement in Place, Continuing Services to Peavy & Son Construction Co., Inc. and authorize the County Administrator to execute the Agreement (Attachment #1), and any amendments thereto, subject to legal review by the County Attorney.
2. Do not approve the bid award for Open Graded Hot Mix Bituminous Pavement in Place, Continuing Services to Peavy & Son Construction Co., Inc.
3. Board direction.

**Recommendation:**

Option #1

Attachments:

1. Draft Agreement
2. Bid Tabulation Sheet

## AGREEMENT

THIS AGREEMENT, by and between **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and **PEAVY & SON CONSTRUCTION CO., 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"). 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 furnishing Open-Graded Hot Mix Bituminous (OGHM) Pavement in Place, CS set forth in: 1) Bid# BC-2024-026, attached hereto and incorporated herein as Exhibit A; and 2) the Contractor's bid submission, attached hereto and incorporated herein as Exhibit B (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A or Exhibit B, the provision contained in this Agreement shall govern and control.

### 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 AND LIQUIDATED DAMAGES

The Agreement shall be for a period of two (2) years, commencing on August 5, 2024, and shall continue until August 4, 2026. After the initial two (2) year period, at the sole option of the County, this Agreement may be renewed for no more than three (3) additional one (1) year periods. 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.

The Work to be performed under this Agreement shall be commenced within SEVEN (7) days of the Notice to Proceed. If the Work to be performed under this Agreement is not completed within the time set forth in the Notice to Proceed, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, Latest Edition.

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.

### 4. TIME OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

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.

5. CONTRACT SUM

The Contractor agrees that for the performance of the Work as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto (Contract Sum).

6. PAYMENTS

Payments will be made in accordance with Section 218.70, Florida Statutes, et. seq., the "Local Government Prompt Payment Act."

7. PROMPT PAYMENT INFORMATION REQUIREMENTS AND NOTICES

A. The County Project Manager is:

Andrew Riley  
2280 Miccosukee Road  
Tallahassee, FL 32308  
850-606-1428  
[rileya@leoncountyfl.gov](mailto:rileya@leoncountyfl.gov)

B. The Contractor's Project Manager is:

Ensworth Blyden  
39 Schwall Rd  
Havana, FL32333  
(850) 539-5019  
[ensworth@peavyandson.com](mailto:ensworth@peavyandson.com)

C. Notices to the Contractor are to be submitted to:

Ensworth Blyden  
39 Schwall Rd  
Havana, FL32333  
(850) 539-5019  
[ensworth@peavyandson.com](mailto:ensworth@peavyandson.com)

D. Invoices are to be submitted to:

Andrew Riley  
2280 Miccosukee Road  
Tallahassee, FL 32308  
850-606-1428  
[rileya@leoncountyfl.gov](mailto:rileya@leoncountyfl.gov)

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

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 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.
- 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.
- 6)

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

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.

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 not contribute with it.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

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

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

12. PERMITS

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

13. LICENSES & REGISTRATIONS

The Contractor shall be responsible for obtaining and maintaining any licenses, certifications, and/or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, or any other applicable state or Federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to operate, the Contractor shall be in default of this Agreement as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

14. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

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 Combination Payment and Performance Bond in the amount of 100% of the estimated project cost that exceed \$100,000 shall be supplied by the Contractor at the time of execution of a Notice to Proceed.

Payment and 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.

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

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.

It is understood that the Contractor's responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractor's proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents, or employees.

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

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

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](mailto: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 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 287.135(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

21. 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. 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.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

22. PREFERRED-PRICING

All Fees and other charges under this Agreement shall be the lowest fees, prices, and rates contemporaneously charged by Contractor to any of its customers for similar volumes of services of the same or comparable type and scope. If at any time Contractor charges any comparable customer a lower fee, rate, or price for similar volumes of such comparable services than the corresponding Fees or other amounts charged hereunder, Contractor shall immediately apply such lower rate or amount, as applicable, for all comparable Services provided to the County. Such lower rates or amounts, as applicable, shall apply retroactively to the date on which Contractor began charging them to such comparable customer. Contractor's authorized representative(s) shall annually provide an affidavit attesting that Contractor is in compliance with the preferred-pricing provision of this Agreement. Contractor's failure to comply with the above provision is grounds for terminating the contract at the sole discretion of 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

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

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

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

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. 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.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**

BC-2024-026

---

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.

37. INTERPRETATION

This Agreement shall be interpreted without the aid of any canon, custom, or rule requiring construction against the drafter.

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.

39. 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.

41. ENTIRE AGREEMENT

This Agreement, including the terms and conditions shown above contains the complete and final agreement between the County and Contractor and no other agreement in any way modifying any of said terms and conditions will be binding upon the County unless made in conformance with this Agreement. Contractor may not unilaterally modify the terms of the Agreement (e.g., attachment or inclusion of standard preprinted forms, product literature, or terms accompanying or affixed to a product or purchase order, whether written or electronic) or by incorporating such terms onto Contractor's invoice or other documents forwarded by Contractor for payment. The County's acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions and any additional or conflicting, terms proposed by Contractor. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the Parties after the date hereof.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-2024-026

Exhibit B – Contractor's Response to Solicitation #BC-2024-026

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND **PEAVY & SON CONSTRUCTION CO., INC.**  
BC-2024-026

---

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

**LEON COUNTY, FLORIDA**

**PEAVY & SON CONSTRUCTION CO., INC.**

By: \_\_\_\_\_  
Vincent S. Long  
County Administrator

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

Printed  
Name \_\_\_\_\_

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

Title: \_\_\_\_\_

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: \_\_\_\_\_

QUESTION & ANSWER REPORT  
ITB No. BC-2024-026  
Open-Graded Hot Mix Bituminous Pavement in Place, CS

RESPONSE DEADLINE: May 23, 2024 at 2:00 pm

Tuesday, June 11, 2024

## Approved, Unanswered Questions

## Approved, Answers Provided

### 1. TACK ITEM

*May 8, 2024 11:24 AM*

**Question:** Is the Tack coat application included in the pay item LC 020? Or is it incidental to the Pay item LC 010?

*May 8, 2024 11:24 AM*

**Answered by Andrew Riley:** LC 020

*May 8, 2024 4:12 PM*

### 2. Numbers of Roads to be paved

*May 8, 2024 1:28 PM*

**Question:** How many roads do you estimate will be paved under this contract?

*May 8, 2024 1:28 PM*

**Answered by Andrew Riley:** four to six

*May 8, 2024 4:12 PM*

### 3. Fuel-Bituminous adjustment

*May 8, 2024 2:43 PM*

**Question:** Will there be a fuel/bituminous adjustment for this contract?

*May 8, 2024 2:43 PM*

**Answered by Andrew Riley:** Yes!

*May 8, 2024 4:12 PM*

#### **4. Working hours**

*May 9, 2024 3:06 PM*

**Question:** Are there any restrictions on working hours? Will the roads be paved during daytime?

*May 9, 2024 3:06 PM*

**Answered by Andrew Riley:** Are there any restrictions on working hours? Yes! 9 to 5 Sun light only. Will the roads be paved during daytime? Yes!

*May 9, 2024 3:41 PM*



**INVITATION TO BID**

**FOR**

**OPEN-GRADED HOT MIX BITUMINOUS PAVEMENT IN PLACE, CS**

**BID NUMBER BC-2024-026**

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

RELEASE DATE: April 23, 2024



## Open-Graded Hot Mix Bituminous Pavement in Place, CS

- I. Introduction
- II. Specifications
- III. Contractor Qualifications
- IV. Minority, Women, Small Business (MWSBE) Enterprise
- V. Bidding Process
- VI. Required Certifications
- VII. Award and Contracting Process
- VIII. Insurance Requirements
- IX. Terms and Conditions
- X. Bid Table
- XI. Vendor Questionnaire

### Attachments:

A - Bid Response Cover Sheet

B - Forms for Solicitation(with Team Summary)2024

C - Agreement

## I. Introduction

### A. Summary

Leon County is seeking the services of a qualified contractor to furnish Open-Graded Hot Mix Bituminous (OGHM) Pavement in Place for Leon County, Florida. Leon County intends to use the OGHM materials and other services specified within this contract to perform stabilization of County maintained dirt roads and repairs to current roads.

The County estimates approximately 2 or 3 miles of OGHM will be needed in the first year. Continuous monitoring to collect information on performance, long term maintenance and quality control will be used in the evaluation of the performance of the OGHM roads by County staff to determine the continual success of the OGHM application. The services and materials required under this contract will be on an on-call basis and must be supplied by the provider within the time frames as outlined within this document. The County intends to award this solicitation to the bidder submitting the lowest total bid for the items of work actually awarded.

Prime Contractor shall possess current and valid FDOT pre-qualifications in the work class categories of Hot in Place Resurfacing, Hot plant-mixed Bitum. Courses.

Any Prime Contractor who submits a bid with the intent to use a Sub-Contractor who possesses the work class pre-qualifications MUST identify the Sub-Contractor and submit the Sub-Contractors current and valid FDOT pre-qualifications in the Hot in Place Resurfacing, Hot plant-mixed Bitum. Courses work class by the Proposal Submission Deadline to be considered responsive to this bid solicitation.

### B. Contact Information

**Kelly Boyd**

Contract Compliance Specialist

1800-3 N. Blair Stone Road

Tallahassee, FL 32308

Email: [boydke@leoncountyfl.gov](mailto:boydke@leoncountyfl.gov)

Phone: (850) 606-1611

**Department:**

Public Works-Operations

**Department Head:**

Andrew Riley

Director

### C. Timeline

Below is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled. The website address is: <https://procurement.opengov.com/portal/leoncounty>.

|                                     |                      |
|-------------------------------------|----------------------|
| <b>Release Project Date</b>         | April 23, 2024       |
| <b>Question Submission Deadline</b> | May 10, 2024, 4:00pm |
| <b>Proposal Submission Deadline</b> | May 23, 2024, 2:00pm |

## II. Specifications

### A. Technical Specifications

In the event of any conflict between the Florida Department of Transportation's Standard Specifications and the specifications of this contract, the specifications of this contract shall govern.

The Contractor shall begin work applying the O.G.H.M. mat within seven days of the notice to proceed (NTP) from the County. If the work to be performed under this Contract is not completed within the time set forth in the NTP, or within such extra time as may be granted by the County, the Contractor shall be deemed in default. For each day the Contractor is in default, liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, Latest Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

### B. Scope of Work

- This is a Turn-Key contract and the Contractor shall provide all equipment (except PRIME COAT), personnel and materials necessary for material lay-down, compaction and traffic control. Leon County shall provide project inspection and project management.
- New Construction: Work shall consist of constructing an open-graded hot mix surface/pavement using an asphalt binder and aggregates applied to a prepared road base. The typical OGHM width will be 18 feet. Leon County will seal the roadbed with PRIME COAT prior to open graded road mix application.
- As an option for Leon County, PRIME COAT may be placed by the contractor. Bidders are required to submit as separate line item an option to apply PRIME COAT priced by the square yard.
- Resurfacing: Resurfacing of existing OGHM roads shall be placed at a depth that shall be determined by Leon County (minimum 2"). The Contractor shall be responsible to sweep and remove all loose aggregate and apply a tack coat prior to OGHM. This item shall be bid on as a two (2) inch application after compaction.
- Any increase in thickness above two (2) inches shall be bid as additional pay item based on one (1) inch thickness after compaction over the two (2) inch standard.

### C. Description

- OGHM is a mixture of open graded course mineral aggregates premixed with a heated asphalt at the required temperature according to Section 287 of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition. This is laid on a prepared road base to the required depth and width.

### D. OGHM Materials

- The Superpave PG Asphalt Binder (PG 67-22) or County approved equivalent shall be used for the OGHM material. The asphalt content may be increased to achieve optimum performance for pavement design.
- The Contractor shall provide to the County verification of compliance with FDOT, ASTM, and AASHTO Standard Specifications for the asphalt binder being used.

- The design asphalt content should be established based on the mix design and the mix temperature within the range of 230° to 285°F.
- The aggregate may be either #57 or #67 FDOT certified granite or lime stones, which shall meet all FDOT requirements to be used for asphalt concrete applications and optimum mix design for OGHM.

## **E. Mixing and Spreading of Material**

- The paver screen shall have width adjustments that vary from 9 to 18 feet and be capable of articulating to allow for crowning of the mat.
- The aggregate and asphalt binder shall be thoroughly mixed to ensure that the bituminous material is uniformly distributed and that all aggregate particles are uniformly coated. In order to meet certain environmental permitting requirements some projects may require increased mat thickness above three inches (3"). Increased mat thicknesses above three inches (3") shall be an additional pay item. The item shall be bid on an increment of one-inch (1") after compaction above the three inch (3") standard. All mats shall be laid down and compacted to exhibit good quality, stability, and durability as specified in this contract and FDOT Standards. A minimum of 98% of the aggregate shall be coated.
- The OGHM shall be deposited on the prepared and sealed road base spread in a uniform layer so as to produce the specified thickness of three inches (3") after compaction. Variations of between 1/4 and 1/2 inches in the minimum mat thickness shall result in a deduction of 10% in the pay item over the affected area. Variations of greater than 1/2 inches shall result in the affected area being repaired at the Contractors expense. The repair may include removal and reinstallation of the mat or overlaying the mat in order to achieve the minimum required thickness after compaction. The type of repair utilized shall be at the County's option.
- All mixing, spreading compaction and traffic control operations shall be the responsibility of the Contractor.
- The OGHM shall be placed when the atmospheric temperature is above 50°F and rising. Do not use OGHM material that was mixed more than two hours prior to placement.
- Placement and compaction of the OGHM shall follow Section 287 of the FDOT's Standard Specifications for Road and Bridge Construction, latest edition. There shall be no rutting or raveling resulting from vehicular traffic after construction. The road shall be opened to traffic within two hours after completion or sooner if directed by the County's representative/inspector.

## **F. Optimum Design Mix**

- All respondents to this ITB shall provide to the County, their optimum design mixes for OGHM material at the time their bids are submitted. All mix designs provided shall be based upon procedures set forth within Section 287 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition. The design mixes shall incorporate the specified asphalt binder and both aggregate sizes referenced within the Materials Section of this document.
- The design mixes shall specify but not be limited to:
  - a. Aggregate moisture content
  - b. Aggregate Grade Number
  - c. Optimum asphalt binder content/percent
  - d. Asphalt Binder classification
  - e. Required Testing Results Listed in Section 916 of the FDOT Standard Specifications for Road and Bridge Construction
  - f. Mix coating percentage

- g. OGHM mat porosity
- h. Stability

- The design mixes shall produce an OGHM material with a minimum porosity of thirty-percent (30%) at the required thickness of three inches (3") after compaction.

## **G. Roadway Preparation**

- The roadway surface shall be graded to the desired elevation and width and compacted by the County. This item is not a turn-key option.

## **H. Traffic Control**

- The Contractor shall provide all necessary traffic control to ensure the safety of the traveling public and all working personnel. All traffic control shall be performed in accordance with The Florida Department of Transportation Maintenance of Traffic Standards. Traffic shall not travel on the fresh mix until rolling has been accomplished and upon approval by the County's representative/inspector.

## **I. Road Intersections and Driveways:**

- At the discretion of the County Representative, the Contractor shall place Type S asphalt or the Superpave equivalent on all driveway turnouts and road intersections. This work will be an additional pay item and bid on a per/ton basis. Leon County may select to do this work with in-house resources and therefore, no amount of work is guaranteed.

## **J. Experience**

- The Contractor shall provide a list of OGHM or hot mix asphalt projects successfully constructed within the last two years. Failure to provide the required information will cause a submitted bid to be determined non-responsive.

## **K. Warranty**

- The Contractor agrees that unless otherwise specified, the products and/or services furnished as a result of this invitation and award thereto, shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable products. In no case however, shall the limit of the warranty of the product be for a period of less than one year.
  1. The Contractor agrees to make any needed repairs during the warranty period as a turn- key repair and at no cost to the County. These repairs may include but not be limited to the repairs for rutting, cracking, and raveling. A time frame for the completion of the repairs shall be determined by the County's representative. If the Contractor fails to meet the time frame, Liquidation Damages shall apply.
  2. In the event repairs are required during the warranty period, the Contractor agrees to warranty such repairs for an additional two-year period.
  3. All performance issues pertaining to road base preparation will be the responsibility of the County.
  4. It is the Contractor's responsibility to ensure the roadbed to be adequately sealed so there will be no failures caused by the water intrusion into the roadbed.

#### **L. Damage to Public or Private Property**

- Damage to any public or private property occurring during construction shall be the responsibility of the Contractor and shall be repaired at their expense.

#### **M. Testing**

- Standard testing to determine compliance with the Technical Specifications of the Contract shall consist of coring to determine residual asphalt contents and porosity, and to determine asphalt content in the binder. Random testing to determine compliance with the Technical Specifications contained within the Contract and the FDOT's Standard Specifications for Road and Bridge Construction shall be the responsibility of the County. However, the Contractor shall be responsible for all subsequent testing evolving from failed warranty items.
- All testing associated with the development of design mixes shall be the responsibility of the respondents to this ITB. In addition, the testing results shall be certified meeting the FDOT standards and be submitted to Leon County.
  1. The Contractor shall submit a proposed mix design along with representative samples of all component materials to the County, at least two weeks before the scheduled start of production.
  2. The testing results of the asphalt binder shall be certified to meet the FDOT requirements and be submitted to the County for verification of the asphalt quality. The asphalt binder shall be tested and certified for each mix.

#### **N. Payment**

- Payment for all items contained within the document shall be in accordance with the OGHM Pay Item Section of the document.
- Upon being invoiced by the Contractor, Leon County shall make a Substantial Completion Payment of 90% to the Contractor. A performance insurer of 10% shall be withheld for a period of six weeks on all projects.

### **III. Contractor Qualifications**

The primary contractor or the subcontractor performing the work shall be prequalified by the Florida Department of Transportation (FDOT) for the work class categories of Hot in Place Resurfacing, Hot plant-mixed Bitum. Courses, Landscaping, Pavement Marking, & Milling.

Any Prime Contractor who submits a bid with the intent to use a Sub-Contractor who possesses the work class pre-qualifications MUST identify the Sub-Contractor and submit the Sub-Contractors current and valid FDOT pre-qualifications in the Hot in Place Resurfacing, Hot plant-mixed Bitum. Courses, Landscaping Pavement Marking, & Milling.

Copies of both the contractor's, and any proposed subcontractors' Certificate of Pre-Qualifications shall be submitted to Leon County concurrent with the bid. Failure to demonstrate FDOT Pre-Certification in the fashion described shall result in the rejection of the bid



## IV. Minority, Women, Small Business (MWSBE) Enterprise

### A. Overview for Projects Without a Specific MWSBE Goal

**This solicitation does not have a project specific goal** for the participation of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the Office of Economic Vitality (OEV) MWSBE Division.

Although MBE and WBE participation is not a requirement for this solicitation, each Respondent is strongly encouraged to secure MBE and WBE firm participation. Respondents needing assistance or guidance with securing MBE and WBE firms should contact LaTanya Raffington of the MWSBE Division at [Lraffington@oevforbusiness.org](mailto:Lraffington@oevforbusiness.org) OR Shanea Wilks of the MWSBE Division at [Swilks@oevforbusiness.org](mailto: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.

## V. Bidding Process

### A. BIDDER INSTRUCTIONS

Bidders are expected to examine the specifications, delivery schedule, freight requirements, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern. Bids must be submitted electronically via OpenGov.

### B. SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability must call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the Leon County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955 8771 (TDD).

### C. PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- A. Any person or person's representative seeking an award from such competitive solicitation; and
- B. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, lawyer, relative, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, communications with the County Attorney or communications with the Purchasing Director.

Violation of this section may result in disqualification from this solicitation and shall be grounds for suspension from doing business with the County.

### D. REGISTRATION

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. In order to

register, you must create an account on the County's eProcurement Portal (<https://procurement.opengov.com/portal/leoncounty>), browse to the bid, and then click the "Follow" button.

Failure to register through the Purchasing Division (<https://procurement.opengov.com/portal/leoncounty>) may cause your submittal to be rejected as non-responsive.

## **E. ADDENDA TO SPECIFICATIONS**

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <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 them available for pick up at the Purchasing Division. It is the responsibility of the Bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

## **F. QUESTIONS AND CLARIFICATIONS**

Questions may be submitted directly through the County's e-Procurement Portal located at <https://procurement.opengov.com/portal/leoncounty>. Alternatively, if using email, questions pertaining to bid procedures or regarding the specifications should be addressed to both Melanie Hooley and Kelly Boyd, telephone (850) 606-1600; E-mail: [hooleym@leoncountyfl.gov](mailto:hooleym@leoncountyfl.gov) and [boydke@leoncountyfl.gov](mailto:boydke@leoncountyfl.gov).

**If using email, bidders are requested to send such requests to both representatives of the Purchasing Division. Electronic inquiries are preferred over phone.**

Each Bidder shall examine the solicitation documents carefully, including the forms and draft 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 which the bidder may discover 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 issued in an addendum 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 a written addendum 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 will be recognized by the Board as duly authorized expressions on behalf of bidders. Each bidder shall be deemed to have waived all questions that are not submitted to the County in compliance with this section.

## **G. PREPARATION AND SUBMISSION OF BID**

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. The County's only method of submission is electronically via OpenGov. Bids containing any conditions or irregularities of any kind may be rejected by the County.

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.

## **H. WITHDRAWAL OF BIDS**

Bids may be electronically withdrawn from OpenGov by the vendor prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

## **I. RECEIPT AND OPENING OF BIDS**

Bids will be opened publicly at the time and place stated in the Invitation to Bid. When the specified time has arrived no bids received thereafter will be considered. At the time fixed for the opening of bids, the bid tabulation will be made public and will be posted on the Purchasing Division website at: <https://procurement.opengov.com/portal/leoncounty>.

Sealed bids or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier. If the County rejects all Bids submitted in response to this ITB, the rejected Bids remain exempt from public records disclosure until the County posts an intended decision or until the County withdraws the reissued Bid. Bids received by the County pursuant to this ITB will not remain exempt for longer than twelve (12) months after the County rejects such Bids.

## **J. BID GUARANTEE**

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of the agreement and may be forfeited due to non- performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

## **K. PLANHOLDERS**

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <https://procurement.opengov.com/portal/leoncounty> by clicking the "Followers" tab on the the advertisement of the respective solicitation. A listing of the registered planholders with their email address is designed to assist bidders in preparation of their responses.

## **L. REJECTION OF BIDS**

The County reserves the right to reject all bids when such rejection is in the best interest of the County.

**M. ERRORS AND OMISSIONS**

The County and its representatives shall not be responsible for any errors or omission in the ITB. Due care and diligence has been exercised in the preparation of this ITB, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful respondent.

## VI. Required Certifications

### A. Licenses and Registrations

The contractor shall be responsible for obtaining and maintaining throughout the contract period any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

### B. Local Preference in Purchasing and Contracting (with Local Trades Contractor Work)

- A. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
  1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth below, shall be given a preference in the amount of five percent of the bid price.
  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 of the bid price.
  3. The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.
  4. For the purposes of this section, "home office" shall mean a business's principal office or headquarters constituting the center for administration and policymaking.
- B. Local Trades Contractor Work. All contractual awards issued in accordance with the provisions of this subsection (paragraph 2) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with local businesses unless the successful individuals or firms prove to the County's satisfaction, that the trade contractor work is not available locally with the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
- C. Local business definition. For purposes of this section, "local business" shall mean a business which:

1. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
  2. Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
  3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- D. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

### **C. Unauthorized Alien(s)**

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the agreement by the County. As part of the bid response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

### **D. 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 Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

### **E. Identical Tie Bids**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

### **F. Employment Eligibility Verification**

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

### **G. Equal Opportunity/Affirmative Action Requirements**

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

### **H. 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.



## VII. Award and Contracting Process

### A. AWARD OF BIDS

The bid will be awarded to the lowest responsive, responsible bidder. In accordance with Section 287.05701(3), Florida Statutes, in determining whether a bidder is responsible, the County will not request documentation of or consider a bidder's social, political, or ideological interests, nor give preference to a bidder based on such interests. The County reserves the right to waive any minor irregularity in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at:

<https://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.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. 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 intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section.

### B. Agreement

Every procurement for contractual services shall be evidenced by a written agreement. The awarded Bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement. The performance of Leon County of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the bid specifications.

### C. Payment and Performance Bond

A Combination Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution.

Payment and 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. The Payment and

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

## **VIII. Insurance Requirements**

### **A. Overview**

Bidders' attention is directed to the insurance requirements set forth in 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.

## **IX. Terms and Conditions**

### **A. 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 award of the solicitation, the County will finalize the preparation of the Agreement and forward it to the Firm awarded the bid, after which the Firm will have five days to execute the Agreement and return it to the County.

### **B. Manufacturers' Name and Approved Equivalents**

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

### **C. Conflicting Terms and Conditions**

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

### **D. Penalties**

BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- A. Failure to perform according to agreement provisions.
- B. Conviction in a court of law of any criminal offense in connection with the conduct of business
- C. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- D. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- E. Other reasons deemed appropriate by the Board of County Commissioners.

## X. Bid Table

### OPEN GRADED HOT MIX BITUMINOUS PAVEMENT CONTINUING SUPPLY SUMMARY OF PAY ITEMS

Note # 1 - Item will only be used in conjunction with an OGHM Application Project Note #2 - Includes OGHM Application, Mobilization, Traffic Control & Sweeping (Resurfacing) Note #3 - Prime Coat Application to newly prepared base: 0.15 GAL/SY, Tack Coat for OGHM Resurfacing: 0.08 GAL/SY

| Line Item    | Description   | Quantity | Unit of Measure | Unit Cost | Total |
|--------------|---|----------|-----------------|-----------|-------|
| 334-1-13     | TYPE SP 9.5 IN PLACE (Note #1)                      | 100      | TN              |           |       |
| LC 010       | OGHM APPLICATION (Note #2)                          | 6,000    | TN              |           |       |
| LC 020       | BITUMINOUS MATERIAL (PRIME COAT) IN-PLACE (Note #3) | 4,400    | GA              |           |       |
| <b>TOTAL</b> |   |          |                 |           |       |

## XI. Vendor Questionnaire

Bids must be submitted electronically via OpenGov.

### A. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS\*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Please confirm  
\*Response required

### B. 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

### C. 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 Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

Please confirm  
\*Response required

### D. Scrutinized Company Certification\*

As required by Section 287.135(5), Florida Statutes, I certify that the firm is not participating in a boycott of Israel.

Please confirm  
\*Response required

### E. Insurance Certification\*

Bidders' attention is directed to the insurance requirements set forth in the Agreement contained in the "Attachments" section of this solicitation.

I certify that this firm has coverage is in place at the required levels or, if awarded, coverage will be in place at the required levels.

Please confirm  
\*Response required

### F. Bid Guarantee\*

A Bid Bond is required for this project. Please upload your Bid Bond here.

If submitting a Cashier's Check in lieu of a Bid Bond, please scan a copy of the cashier's check, upload here, and also mail the original cashier's check to:

**Leon County Government - Purchasing Division**  
**1800-3 N. Blair Stone Road**  
**Tallahassee, Florida 32308**

The mailing must have the Project ID (BC-2024-026), the Project Title (Open-Graded Hot Mix Bituminous Pavement in Place, CS), and the Company Name printed clearly on the front of the envelope.

**This must be postmarked no later than the date of the bid opening or your bid will be considered non-responsive.**

\*Response required

### **G. Payment and Performance Bond\***

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

Please confirm

\*Response required

### **H. Bid Response Cover Sheet with Signature\***

\*Response required

### **I. FDOT Prequalification \***

The FDOT Prequalification Work Classes for this Project are Hot in Place Resurfacing, Hot plant-mixed Bitum. Courses, Landscaping Pavement Marking & Miling.

Failure to provide proof of current and valid FDOT pre-qualifications in the Hot in Place Resurfacing, Hot plant-mixed Bitum. Courses, work classes will result in the bid being determined as non-responsive.

Submit all licenses, certifications, registrations, and work class pre-qualifications required in the solicitation.

\*Response required

### **J. Experience \***

The Contractor shall provide a list of OGHM or hot mix asphalt projects successfully constructed within the last two years. Failure to provide the required information will cause a submitted bid to be determined non-responsive.

\*Response required

### **K. Additional Forms to Fill Out and Submit\***

Please submit the items on the following list and any other items required by any section of this Invitation for Bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

Please see the Attachments section 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
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

\*Response required

**L. CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION**

If necessary, please upload a redacted copy of your submittal.



**BID RESPONSE COVER SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Melanie Hooley  
Purchasing Director

Carolyn Cummings, Chair  
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

Peavy & Son Construction Company, Inc. (BC 2004026)

(Firm Name)

BY

(Authorized Representative)

**Ensworth Blyden**

(Printed or Typed Name)

ADDRESS

39 Schwall Rd. Havana, Florida 32333

EMAIL ADDRESS

ensworth@peavyandson.com

TELEPHONE

(850)539-5019

FAX

(850)539-6669

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials





Leon County  
Procurement

Melanie Hooley, Purchasing Director  
1800-3 North Blair Stone Road, Tallahassee, FL 32308

[PEAVY & SON CONSTRUCTION] RESPONSE DOCUMENT REPORT

ITB No. BC-2024-026

Open-Graded Hot Mix Bituminous Pavement in Place, CS

RESPONSE DEADLINE: May 23, 2024 at 2:00 pm

Report Generated: Tuesday, June 11, 2024

Peavy & Son Construction Response

CONTACT INFORMATION

**Company:**

Peavy & Son Construction

**Email:**

ensworth@peavyandson.com

**Contact:**

Ensworth Blyden

**Address:**

39 Schwall Road  
P. O. Box 2369  
Havana, FL 32333

**Phone:**

(850) 539-5019

**Website:**

[www.peavyandson.com](http://www.peavyandson.com)

**Submission Date:**

May 23, 2024 10:01 AM

[PEAVY & SON CONSTRUCTION] RESPONSE DOCUMENT REPORT  
ITB No. BC-2024-026  
Open-Graded Hot Mix Bituminous Pavement in Place, CS

---

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

### 1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS\*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Confirmed

### 2. Human Trafficked Labor\*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

Confirmed

### 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 Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

Confirmed

### 4. Scrutinized Company Certification\*

As required by Section 287.135(5), Florida Statutes, I certify that the firm is not participating in a boycott of Israel.

[PEAVY & SON CONSTRUCTION] RESPONSE DOCUMENT REPORT  
ITB No. BC-2024-026  
Open-Graded Hot Mix Bituminous Pavement in Place, CS

---

Confirmed

#### 5. Insurance Certification\*

Bidders' attention is directed to the insurance requirements set forth in the Agreement contained in the "Attachments" section of this solicitation.

I certify that this firm has coverage is in place at the required levels or, if awarded, coverage will be in place at the required levels.

Confirmed

#### 6. Bid Guarantee\*

A Bid Bond is required for this project. Please upload your Bid Bond here.

If submitting a Cashier's Check in lieu of a Bid Bond, please scan a copy of the cashier's check, upload here, and also mail the original cashier's check to:

**Leon County Government - Purchasing Division**  
**1800-3 N. Blair Stone Road**  
**Tallahassee, Florida 32308**

The mailing must have the Project ID (BC-2024-026), the Project Title (Open-Graded Hot Mix Bituminous Pavement in Place, CS), and the Company Name printed clearly on the front of the envelope.

**This must be postmarked no later than the date of the bid opening or your bid will be considered non-responsive.**

DOC052324.pdf

#### 7. Payment and Performance Bond\*

A Payment and Performance Bond will be required for this project of the SUCCESSFUL BIDDER. Please confirm.

Confirmed

[PEAVY & SON CONSTRUCTION] RESPONSE DOCUMENT REPORT  
ITB No. BC-2024-026  
Open-Graded Hot Mix Bituminous Pavement in Place, CS

---

**8. Bid Response Cover Sheet with Signature\***

DOC052324-001.pdf

**9. FDOT Prequalification \***

The FDOT Prequalification Work Classes for this Project are Hot in Place Resurfacing, Hot plant-mixed Bitum. Courses, Landscaping Pavement Marking & Miling.

Failure to provide proof of current and valid FDOT pre-qualifications in the Hot in Place Resurfacing, Hot plant-mixed Bitum. Courses, work classes will result in the bid being determined as non-responsive.

Submit all licenses, certifications, registrations, and work class pre-qualifications required in the solicitation.

DOC052324-002.pdf

**10. Experience \***

The Contractor shall provide a list of OGHM or hot mix asphalt projects successfully constructed within the last two years. Failure to provide the required information will cause a submitted bid to be determined non-responsive.

DOC052324-004.pdf

**11. Additional Forms to Fill Out and Submit\***

Please submit the items on the following list and any other items required by any section of this Invitation for Bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this Invitation for Bids.

Please see the Attachments section 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

[PEAVY & SON CONSTRUCTION] RESPONSE DOCUMENT REPORT  
ITB No. BC-2024-026  
Open-Graded Hot Mix Bituminous Pavement in Place, CS

---

- Contractor's Business Information & Applicable Licenses/Registrations
- Non-Collusion Affidavit
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

DOC052324-003.pdf

**12. CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION**

If necessary, please upload a redacted copy of your submittal.

No response submitted

**PRICE TABLES**

**OPEN GRADED HOT MIX BITUMINOUS PAVEMENT CONTINUING SUPPLY SUMMARY OF PAY ITEMS**

Note # 1 - Item will only be used in conjunction with an OGHM Application Project Note #2 - Includes OGHM Application, Mobilization, Traffic Control & Sweeping (Resurfacing) Note #3 - Prime Coat Application to newly prepared base: 0.15 GAL/SY, Tack Coat for OGHM Resurfacing: 0.08 GAL/SY

| Line Item | Description   | Quantity | Unit of Measure | Unit Cost | Total        |
|-----------|---|----------|-----------------|-----------|--------------|
| 334-1-13  | TYPE SP 9.5 IN PLACE (Note #1)                      | 100      | TN              | \$140.00  | \$14,000.00  |
| LC 010    | OGHM APPLICATION (Note #2)                          | 6,000    | TN              | \$130.00  | \$780,000.00 |
| LC 020    | BITUMINOUS MATERIAL (PRIME COAT) IN-PLACE (Note #3) | 4,400    | GA              | \$7.00    | \$30,800.00  |

[PEAVY & SON CONSTRUCTION] RESPONSE DOCUMENT REPORT  
ITB No. BC-2024-026  
Open-Graded Hot Mix Bituminous Pavement in Place, CS

---

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total        |
|-----------|-------------|----------|-----------------|-----------|--------------|
| TOTAL     |             |          |                 |           | \$824,800.00 |

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Peavy & Son Construction Co., Inc.  
39 Schwall Rd  
Havana, FL 32333

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of  
America  
One Tower Square  
Hartford, CT 06183

This document has important  
legal consequences. Consultation  
with an attorney is encouraged  
with respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Leon County Board of Commissioners  
301 S. Monroe  
Tallahassee, FL 32301

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Open Graded Hot Mix Bituminous Pavement in Place; Project No. 5392093BC2004026

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of May, 2024

  
*(Witness)*

Peavy & Son Construction Co., Inc.  
*(Principal)* *(Seal)*

By:   
*(Title)* Eric B. Weaver, Corp. Secretary

  
*(Witness)*

Travelers Casualty and Surety Company of America  
*(Surety)* *(Seal)*

By:   
*(Title)* Kevin R. Wojtowicz Attorney-in-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

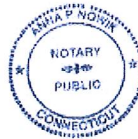
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23rd day of May, 2024



  
Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.*





**Florida Department of Transportation**

**RON DESANTIS**  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.**  
SECRETARY

May 04, 2024

PEAVY & SON CONSTRUCTION CO., INC.  
39 SCHWALL ROAD  
HAVANA, FLORIDA 32333

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

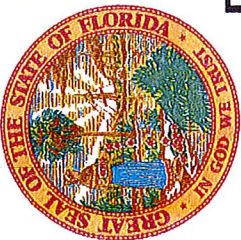
A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "A" at the end.

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII

*Improve Safety, Enhance Mobility, Inspire Innovation*  
[www.fdot.gov](http://www.fdot.gov)

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**PEAVY, MAGNUS DELACY IV**

PEAVY & SON CONSTRUCTION CO INC  
P O BOX 2369  
HAVANA FL 32333

**LICENSE NUMBER: CUC056755**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 10/31/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



EXHIBIT B - VENDOR RESPONSE  
 PAGE 12 OF 25

| Contract Number | Contract Description  | Dollar Amount of Work Performed | Class of Work                  | Year Completed | Where Located City / County   | Name and Address of Official to Whom You Refer  |
|-----------------|---|---------------------------------|--------------------------------|----------------|-------------------------------|---|
| 100100          | Trade Sales Non-tax Agencies                                  | 338,820                         | <u>Material Sales</u>          | 2023           | <u>Tallahassee/Leon</u>       | Various   |
| 360722          | Fleischmann Road  | 293,771                         | <u>10, 28, 14</u>              | 2023           | <u>Tallahassee/Leon</u>       | Jennifer Magavero, City of Tallahassee  |
| 361423          | Crestview Avenue  | 385,011                         | <u>10, 14, 28, 28</u>          | 2023           | <u>Tallahassee/Leon</u>       | Jennifer Magavero, City of Tallahassee  |
| 361723          | COT / Cantrell 5365   | 232,968                         | <u>40 (Utilities)</u>          | 2023           | <u>Tallahassee/Leon</u>       | Hank Stringer - City of Tallahassee   |
| 820312          | Lighthouse Road Resurfacing                                   | 1,175,876                       | <u>10, 14</u>                  | 2023           | <u>St. Marks, Wakulla</u>     | Rusty Paggott - St. Marks   |
| 830101          | FDOT / SR369 (US319) / T3701 / WAKC                           | 363,788                         | <u>10, 14</u>                  | 2023           | <u>Crawfordville, Wakulla</u> | Gene Strickland - Anderson-Columbia   |
| 830303          | FDOT / I-10 Jefferson Co. / T3802                             | 1,507,944                       | <u>10, 14,</u>                 | 2023           | <u>Jefferson County</u>       | Dilon Reed - Anderson-Columbia  |
| 830403          | Martin Luther King Jr. Blvd                                   | 1,481,977                       | <u>10, 14, 7</u>               | 2023           | <u>Tallahassee/Leon</u>       | Jennifer Magavero, City of Tallahassee  |
| 830504          | CR61 Wakulla Springs Road                                     | 1,048,097                       | <u>10, 14, 7</u>               | 2023           | <u>Wakulla County</u>         | Mike King - Wakulla County Road Department  |
| 830709          | Lonnie Raker Lane   | 495,154                         | <u>10, 14, 7</u>               | 2023           | <u>Crawfordville, Wakulla</u> | Mike King - Wakulla County Road Department  |
| -               | Miscellaneous Paving, Grading and Materials Sales             | 1,403,260                       | <u>14, 40</u>                  | 2023           |                               |   |
|                 |   | <u>\$ 8,726,666</u>             |                                |                |                               |   |
| 810202          | FDOT/SR63(US27)N:MONROE                                       | 3,752,799                       | <u>21,12,13,14,18,28,39,40</u> | 2022           | <u>Leon County</u>            | FDOT<br>17 Commerce Blvd, Midway, FL 32343  |
| 810610          | FDOT/SR30(US98)/T3771/WAKULLA                                 | 4,479,125                       | <u>21,12,13,14,18,28,40</u>    | 2022           | <u>Wakulla County</u>         | FDOT<br>17 Commerce Blvd, Midway, FL 32343  |
| -               | Miscellaneous Paving, Grading and Materials Sales             | 5,830,254                       | <u>14, 40</u>                  | 2022           |                               |   |
|                 |   | <u>\$ 14,062,178</u>            |                                |                |                               |   |
| 790708          | Hot Mix Continuing Contract <sup>1</sup><br>Leon County Board | 677,244                         | <u>10, 15</u>                  | 2021           | <u>Leon County</u>            | Jimmy Hall - Leon County Public Works<br>2280 Micoosukee Rd. Tallahassee, Florida 32308 |
| 790808          | FAMU Way Phase III<br>City of Tallahassee                     | 258,782                         | <u>10, 15</u>                  | 2021           | <u>City of Tallahassee</u>    | Jennifer Magavero COT Infrastructure Manager  |

EXHIBIT B - VENDOR RESPONSE  
PAGE 13 OF 25

|        |  |           |              |      |                             |   |  |  |  |  |
|--------|--|-----------|--------------|------|-----------------------------|---|--|--|--|--|
| 800604 | Hutchinson Ferry Bridge Repair                       |           |              |      |                             |   |  |  |  |  |
|        | Gadsden County Board of Commissioners                | 364,694   | <u>10.15</u> | 2021 | <u>Gadsden County</u>       | City of Tallahassee   | Curtis Young, Gadsden County<br>P.O.Box 1799, Quincy, FL (850)528-3088 |  |  |  |
| 801308 | SR-63 (US 27) Havana                                 | 1,678,754 | <u>10.15</u> | 2021 | <u>Gadsden County</u>       | Curtis Young, Gadsden County<br>P.O.Box 1799, Quincy, FL (850)528-3088                              |  |  |  |  |
|        | Gadsden County Board of Commissioners                | 2,113,685 | <u>10.15</u> | 2021 | <u>Florida DOT</u>          | Gabriella Corbin, P.E.<br>Florida Dept. of Transportation 17 Commerce Blvd., Midway, FL             |  |  |  |  |
| 800905 | Quincy Airport Hangar / Taxiway                      | 145,993   | <u>10.15</u> | 2021 | <u>Gadsden County</u>       | Curtis Young, Gadsden County<br>P.O.Box 1799, Quincy, FL (850)528-3088                              |  |  |  |  |
|        | Garrison Design & Construction                       | 620,296   | <u>10.15</u> | 2021 | <u>M of Tallahassee</u>     | Henry Mayfield<br>4223 Capital Circle NW, Tallahassee 32303   |  |  |  |  |
| 801609 | Scotland & Dover Road Improvements <sup>2</sup>      | -         | <u>10.15</u> | 2021 | <u>Gadsden County</u>       | Curtis Young, Gadsden County<br>P.O.Box 1799, Quincy, FL (850)528-3088                              |  |  |  |  |
|        | Gadsden Co. BOCC                                     |           |              |      |                             |   |  |  |  |  |
| 801812 | FDOT I-10 Bridge Repair Gadsden Co. <sup>1</sup>     | 44,300    | <u>10.15</u> | 2021 | <u>Gadsden County</u>       | Walter Edwards - Vice President<br>Anderson-Columbia 2316 Marianna, FL 32448                        |  |  |  |  |
|        | Anderson Columbia Co., Inc.                          | 187,943   | <u>10.15</u> | 2021 | <u>Bennet's Contracting</u> | Parks Allman<br>3618 Peddie Dr. Tallahassee, Florida 32303  |  |  |  |  |
| 810101 | Oak Valley Public Parking Lot                        | 1,514,883 | <u>10.15</u> | 2021 | <u>Florida DOT</u>          | Gabriella Corbin, P.E.<br>Florida Dept. of Transportation 17 Commerce Blvd., Midway, FL             |  |  |  |  |
|        | Benners Contracting                                  | 3,098,877 | <u>10.15</u> | 2021 | <u>Florida DOT</u>          | Gabriella Corbin, P.E.<br>Florida Dept. of Transportation 17 Commerce Blvd., Midway, FL             |  |  |  |  |
| 810302 | SR 363/61 (US 27) South Monroe                       | 354,501   | <u>10.15</u> | 2021 | <u>City of Grand Ridge</u>  | J.R. Moneyham - Public Works Director<br>Town of Grand Ridge 2086 Porter Ave. Grand Ridge, FL 32442 |  |  |  |  |
|        | Florida DOT Contract #E3T137                         |           |              |      |                             |   |  |  |  |  |
| 810403 | Gadsden County SR 267                                | 3,789,100 | <u>10.15</u> | 2021 |                             |   |  |  |  |  |
|        | Florida DOT Contract #T3761                          |           |              |      |                             |   |  |  |  |  |
| 810712 | Various City Streets                                 |           |              |      |                             |   |  |  |  |  |
|        | City of Grand Ridge                                  |           |              |      |                             |   |  |  |  |  |
| -      | Miscellaneous Paving, Grading<br>and Materials Sales |           |              |      |                             |   |  |  |  |  |

(Job Was Canceled by GADSDEN County)

|                   |                   |
|-------------------|-------------------|
| <u>\$</u>         | <u>\$</u>         |
| <u>37,637,896</u> | <u>14,849,052</u> |

**RESPONDENT AND TEAM SUMMARY FORM**

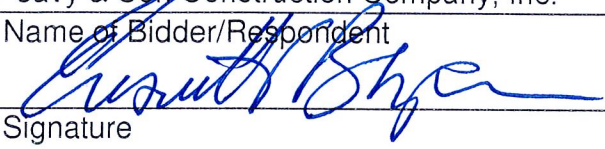
**RESPONDENT:** Peavy & Son Construction Company, Inc.

**SOLICITATION NUMBER:** BC 2004 026/ 5392093      **DATE:** May 21, 2024

**PROJECT TITLE:** LEON COUNTY OPEN GRADED HOT MIX BITUMINOUS PAVEMENT IN PLACE

Complete the following Table identifying your firm or company and ALL subcontractors or subconsultants you anticipate utilizing for purposes of responding to this solicitation. **Both** sections of this form must be completed. Use additional pages if needed.

| <b>Section A</b>   |  | <b>RESPONDENT IDENTIFICATION</b> |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|--|--|----------------------------------|----------------|--|--------------------------|------------------|----------------|-------------------|--------------------|---------------------|------------------|----------------|-------------------|-----------------|---------------------|--|--|--|--|--|
| Respondent intends to utilize the following Vendors in connection with this project. In the spaces provided below, list the firms and corresponding information. |  |                                  |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
| Firm Name (Prime and Subcontractor(s) or Subconsultant(s))   | Vendor Phone & Email                           | Total Dollar Amount of Services  | Scope of Work  | Indicate the Category that Best Describes Each Organization Listed |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|  |  |                                  |                | Non-MWBE   |                          | Certified MWBE   |                |                   | Non-Certified MWBE |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|  |  |                                  |                | Non-Minority   | Certified Small Business | African American | Asian American | Hispanic American | Native American    | Non-Minority Female | African American | Asian American | Hispanic American | Native American | Non-Minority Female |  |  |  |  |  |
| Peavy & Son Construction   | 39 Schwall Rd.<br>Havana, Florida 32333        | \$400,000.00                     | Laying asphalt | X  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
| Anderson-Columbia (Supplier)   | 850 Business Park Rd.<br>Midway, Florida 32333 | \$300,000.00                     | Asphalt Supply | X  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|  |  |                                  |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|  |  |                                  |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|  |  |                                  |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|  |  |                                  |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|  |  |                                  |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
|  |  |                                  |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |
| <b>TOTAL</b>   |  | \$900,000.00                     |                |  |                          |                  |                |                   |                    |                     |                  |                |                   |                 |                     |  |  |  |  |  |

| Section B  | ACKNOWLEDGEMENT (to be completed by the Respondent) |
|--|---|
| I hereby certify that, as Respondent to this Solicitation, that the information provided herein is true and correct. |   |
| Peavy & Son Construction Company, Inc.   |   |
| Name of Bidder/Respondent  |   |
|                                     | 5/21/24   |
| Signature  | Date  |
| Ensworth Blyden  | Estimator/Project Manager                           |
| Print Name   | Title   |

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Peavy & Son Construction Company, Inc.

Signature: *Dis Weaver* Title: Corporate Secretary

STATE OF Florida  
COUNTY OF Gadsden

Sworn to and subscribed before me this 22 day of May, 2021

Personally known XX

*Ensworth Blyden*  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of FLORIDA

My commission expires: 4/15/28

\_\_\_\_\_  
(Type of identification)

ENSWORTH V. BLYDEN  
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.


**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**





EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed:   
Title: Corporate Secretary  
Firm: Peavy & Son Construction Company, Inc.  
Address: 39 Schwall Rd. Havana, Florida 32333

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:


- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

XX This firm complies fully with the above requirements.

                     This firm does not have a drug free work place program at this time.

  
Bidder's Signature

Corporate Secretary  
Title

May 21, 2024  
Date

**CONTRACTOR'S BUSINESS INFORMATION**

COMPANY INFORMATION

|  |                    |
|--|--------------------|
| Name: Peavy & Son Construction Company, Inc. |                    |
| Street Address: 39 Schwall Rd.               |                    |
| City, State, Zip: Havana, Florida 32333      |                    |
| Taxpayer ID Number: 59-1576957               |                    |
| Telephone: (850)539-5019                     | Fax: (850)539-6669 |
| Trade Style Name: Same as above              |                    |

TYPE OF BUSINESS ORGANIZATION (check one)

|                                     |                           |                          |                           |
|-------------------------------------|---------------------------|--------------------------|---------------------------|
| <input type="checkbox"/>            | Sole Proprietorship       | <input type="checkbox"/> | Limited Liability Company |
| <input type="checkbox"/>            | General Partnership       | <input type="checkbox"/> | Joint Venture             |
| <input type="checkbox"/>            | Limited Partnership       | <input type="checkbox"/> | Trust                     |
| <input checked="" type="checkbox"/> | Corporation               | <input type="checkbox"/> | Other (specify)           |
| <input type="checkbox"/>            | Sub-chapter S Corporation |                          |                           |

State of Incorporation: Florida Date Established: 1974

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

| Name            | Title                     | Telephone     | E-Mail                   |
|-----------------|---------------------------|---------------|--------------------------|
| M.D. Peavy IV   | Vice President            | (850)539-5019 | Delacy4@MSN.com          |
| Lisa Weaver     | Corp. Secretary           | (850)539-5019 | Lisa@Peavyandson.com     |
| Ensworth Blyden | Estimator/Project Manager | (850)539-5019 | Ensworth@peavyandson.com |
|                 |                           |               |                          |

|   |  |   |
|---|--|---|
| Present Amount of Bonding Coverage (\$):<br>\$286,300,000.00 FDOT | Has your application for surety bond ever been declined?<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br><i>(If yes, please provide detailed information on reverse)</i> | During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br><i>(If yes, please provide detailed information on reverse)</i> |
|---|--|---|

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 22 DAY OF May, 2024.

By: Lise Weaver Title: Corp. Secretary

Printed Name and Title: Lise Weaver - Corp. Secretary

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

Peavy & Son Construction Company, Inc.

(Name of Corporation, Partnership, Individual, etc.)

a Corporation

(Type of Business)

, formed under the laws of Florida

(State or Province)

of which he/she is Corp. Secretary

(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Lise B Weaver

AFFIANT'S NAME

Lise B Weaver

Corporate Secretary

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 21 Day of May, 2024.

Personally Known \_\_\_\_\_ Or Produced Identification

Type of Identification

[Signature]

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 4/15/28



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

  
\_\_\_\_\_

Signature

Corporate Secretary  
\_\_\_\_\_

Title

Peavy & Son Construction Company, Inc.  
\_\_\_\_\_

Contractor/Firm

39 Schwall Rd. Havana, Florida 32333  
\_\_\_\_\_

Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification.

Failure to provide the information requested will result in denial of certification as a local business.

|   |  |
|---|--|
| Business Name:<br><b>Peavy &amp; Son Construction Company, Inc.</b>                       |  |
| Current Local Address: 39 Schwall Rd. Havana, Florida 32333                               | Phone: (850)539-5019<br>Fax: (850)539-6669 |
| If the above address has been for less than six months, please provide the prior address. |  |
| Length of time at this address: 50 Years  |  |
| Home Office Address: Same as above  | Phone: (850)539-5019<br>Fax: (850)539-6669 |

Lisc Weaver  
Signature of Authorized Representative

5-22-24  
Date

STATE OF Florida  
COUNTY OF Gadsden

The foregoing instrument was acknowledged before me this 22 day of May, 2024  
By Lisc Weaver of Peavy & Son Construction Company, Inc.  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a Florida Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.

Ensworth Blyden  
Signature of Notary  
Ensworth Blyden  
Print, Type or Stamp Name of Notary  
Estimator/Project Manager  
Title or Rank  
HH 473968  
Serial Number, If Any



**EMPLOYMENT ELIGIBILITY VERIFICATION**

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date



LEON COUNTY PURCHASING DIVISION  
BID TABULATION SHEET


ITB#: BC-2024-026

ITB Title: OPEN-GRADED HOT MIX BITUMINOUS PAVEMENT IN PLACE, CS

Opening Date: Thursday, May 23, 2024, at 2:00 P. M.

| FORMS                                    | VENDOR          |                 |             |  |  |
|--|-----------------|-----------------|-------------|--|--|
|  | Capital Asphalt | CWR Contracting | Peavy & Son |  |  |
| Bid Response Cover Sheet                 | ✓               | ✓               | ✓           |  |  |
| Respondent & Team Summary                | ✓               | ✓               | ✓           |  |  |
| Affidavit Immigration                    | ✓               | ✓               | ✓           |  |  |
| Equal Opportunity and Affirmative Action | ✓               | ✓               | ✓           |  |  |
| Identical Tie Bids                       | ✓               | ✓               | ✓           |  |  |
| Contractors Business Information         | ✓               | ✓               | ✓           |  |  |
| Non-Collusion Affidavit                  | ✓               | ✓               | ✓           |  |  |
| Certification/Debarment                  | ✓               | ✓               | ✓           |  |  |
| Local Vendor Certification               | ✓               | ✓               | ✓           |  |  |
| E-Verify                                 | ✓               | ✓               | ✓           |  |  |
| FDOT Prequalification                    | ✓               | ✓               | ✓           |  |  |
| Experience                               | ✓               | ✓               | ✓           |  |  |
| Bid Bond                                 | ✓               | ✓               | ✓           |  |  |
| Bid Table Total                          | \$1,203,800 -   | \$1,349,000 -   | \$824,500 - |  |  |

Tabulated By:



Witnessed By:



**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Agenda Item #12

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval of an Agreement for Electronic Monitoring Products and Services with Sentinel Offender Services, LLC

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Shington Lamy, Assistant County Administrator                         |
| <b>Lead Staff/ Project Team:</b>    | Melanie Hooley, Director, Purchasing<br>Teresa Broxton, Director, Office of Intervention and Detention Alternatives |

### **Statement of Issue:**

This item seeks Board approval of an Agreement with Sentinel Offender Services, LLC for electronic monitoring products and services including 24 hours a day staffing.

### **Fiscal Impact:**

This item has an estimated fiscal impact of \$570,000 annually and is included in the FY 2025 preliminary budget for the County's electronic monitoring services. A small portion of these expenditures (5-10%) are offset by electronic monitoring user fees.

### **Staff Recommendation:**

Option #1: Approve the Agreement with Sentinel Offender Services, LLC for electronic monitoring services (Attachment #1) and authorize the County Administrator to execute all associated documents, and any amendments thereto, subject to legal review by the County Attorney.

## Report and Discussion

### **Background:**

This item seeks Board approval of an Agreement with Sentinel Offender Services, LLC (Sentinel) for electronic monitoring products and services (Attachment #1) including 24 hours a day staffing. The County's current Agreement with Sentinel Offenders Services, LLC for these services expires on September 30, 2024.

This item advances the following FY2022-FY2026 Strategic Initiative:

- *Identify and evaluate pretrial alternatives to incarceration for low level and non-violent offenders and support reentry through regional partnerships and state and national efforts. (2022-23)*

This particular Strategic Initiative aligns with the Board's Quality of Life Strategic Priority:

- *(Q3) Provide essential public safety infrastructure and services while supporting early intervention and prevention strategies.*

According to the National Institute of Justice (NIJ) global positioning satellite (GPS) monitoring is the most effective cost saving alternative to incarceration. Studies from several states, including California and Florida have shown GPS to be effective in reducing recidivism (rearrest). In 2023, the Federal Register estimated that for most communities, the cost of incarceration per person is approximately \$117 per day or \$43,000 annually. In contrast electronic monitoring cost is approximately \$6.75 per day or \$2,463 annually. In addition, Yale Law Journal cites that in lieu of incarceration, electronic monitoring allows a defendant to remain in the community with their family, continue work or school, participate in their defense and access needed services (including mental health and/or substance abuse) pending disposition of the case.

For more than 23 years, Leon County has offered electronic monitoring services to the courts as an alternative to incarceration for people arrested and charged with a criminal offense. As determined by the courts, persons can be released with special conditions of GPS for location tracking, Secure Continuous Remote Alcohol Monitoring (SCRAM) through a transdermal alcohol device (TAD), or Breath Alcohol/Real Time (BA/RT) through remote breathalyzers for alcohol detection. GPS offers the tools and technology needed to track the movement of defendants in the community who have been ordered to avoid contact with a victim(s), co-defendant(s), and others, or a specific location(s). SCRAM and BA/RT devices provide remote detection of alcohol for those court-ordered to abstain. These tools are available to the courts for both pre-sentence and post-sentence monitoring.

The County's electronic monitoring services was initially operated internally at Office of Intervention and Detention Alternatives (OIDA) when the average number of individuals monitored were 25 per month. However, in FY 2011, based on demand from the courts, the electronic monitoring program expanded to approximately 100 defendants monthly. As a result, a cost analysis was conducted that determined contracting for the necessary electronic monitoring

equipment and staff support for the administration of the program through a competitive bid would be more cost effective. To maintain the level of service with additional County staff would cost approximately \$695,000 annually compared to the \$570,000 budgeted for the program.

Sentinel has been selected in 2011, 2014, and 2019 as the most qualified vendor and most competitive bid to provide both equipment and services. During the competitive bid process, Sentinel has consistently been the only vendor to provide the electronic monitoring equipment and the on-site staffing at OIDA to support electronic monitoring program activities such as enrollments, deactivations, alert management, equipment diagnostics, and inventory maintenance. The evaluation of other vendors found that Sentinel remains the only company that both manufactures the equipment and provides 24-hour on-site staffing.

The County's current Agreement with Sentinel expires on September 30, 2024. It is recommended that the Board approve an Agreement to continue utilizing Sentinel for electronic monitoring products and services by piggybacking a State of Connecticut Master Agreement (Master Agreement) that will enable the County to maintain the high level of electronic monitoring service. The proposed agreement would be a three-year term with the option for two one-year renewals, consistent with the terms of the Master Agreement. A request for proposal would be issued at the end of the last renewal term of the proposed Agreement. The annual funds allocated for the service would remain \$570,000 annually for the GPS, BA/RT and TAD equipment as well as four on-site Sentinel technicians at OIDA available 24 hours to affix and remove the monitoring equipment; monitor alerts to ensure the participant's compliance with the court ordered "no contact" or "no alcohol consumption" condition(s); provide weekly equipment maintenance and diagnostic testing; and manage the equipment inventory.

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 through a process known as "piggybacking." Piggybacking can reduce transaction and administrative costs and purchasing processing time. The County also benefits from the combined buying power of multiple agencies from the procured contract, thereby reducing costs. The State of Connecticut Master Agreement Number 22PSX0021 (Attachment #2) contains cooperative purchasing language allowing the County to utilize the Agreement via a Participating Addendum.

**Analysis:**

The Leon County Office of Intervention and Detention Alternatives (OIDA) provides pre- and post-sentence alternatives to incarceration to safely reduce the jail population through the Supervised Pretrial Release, Probation, and Drug and Alcohol Testing Programs. According to NIJ GPS monitoring is the most effective cost saving alternative to incarceration. In 2023, the Federal Register estimated that for most communities, the cost of incarceration per person is approximately \$117 per day or \$43,000 annually. In contrast electronic monitoring cost is approximately \$6.75 per day or \$2,463 annually.

Since 2011, the County has contracted with Sentinel for electronic monitoring services. Sentinel designs, manufactures, and services the GPS and BA/RT equipment, and provides TAD

equipment. Sentinel provides four on-site staff housed in the OIDA 24 hours a day to affix and remove the monitoring equipment, monitor alerts to ensure the participant's compliance with the court ordered "no contact" or "no alcohol consumption" condition(s), provides weekly equipment maintenance and diagnostic testing, and manage inventory. The evaluation of other vendors found that Sentinel remains the only company that both manufactures the equipment and provides 24-hour on-site staffing.

Additionally, staff evaluated the cost-effectiveness of continuing with the 24-hour vendor on-site staffing in comparison to operating the electronic monitoring program internally. To maintain the current service level, OIDA would require additional full-time positions and the leasing of the electric monitoring equipment which would cost approximately \$695,000 annually. Contracting with Sentinel for equipment and on-site staffing would result in an estimated cost avoidance of \$125,000 annually. The County's current Agreement with Sentinel expires on September 30, 2024.

Therefore, it is recommended that the Board approve an Agreement to continue utilizing Sentinel for electronic monitoring products and services by piggybacking a State of Connecticut Master Agreement that will enable the County to maintain the high level of electronic monitoring service. The annual funds allocated for the service would remain \$570,000 annually for the GPS, BA/RT and TAD equipment as well as the four on-site Sentinel technicians at OIDA available 24 hours to affix and remove the monitoring equipment; monitor alerts to ensure the participant's compliance with the court ordered "no contact" or "no alcohol consumption" condition(s); provide weekly equipment maintenance and diagnostic testing; and manage the equipment inventory. The proposed Agreement would be a three-year term with the option for two one-year renewals.

**Options:**

1. Approve the Agreement with Sentinel Offender Services, LLC for electronic monitoring services (Attachment #1) and authorize the County Administrator to execute all associated documents, and any amendments thereto, subject to legal review by the County Attorney.
2. Do not approve the Agreement with Sentinel Offender Services, LLC for electronic monitoring services.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Participating Addendum for Electronic Monitoring Products and Services
2. The State of Connecticut Master Agreement Number #22PSX0021

**Participating Addendum  
for  
ELECTRONIC MONITORING PRODUCTS AND SERVICES  
between  
Leon County, Florida  
and  
Sentinel Offender Services, LLC**

This Participating Addendum is entered into by Leon County, Florida (“Participating Entity,” or “County”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0021, executed by Sentinel Offender Services, LLC (“Contractor”) 1220 N Simon Circle, Unit C Anaheim, CA 92806 and the State of Connecticut (“Lead State”) for Electronic Monitoring Products and Services (“Master Agreement”):

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor’s contact for this Participating Addendum is:

Leo Carson, Vice President Strategic Sales  
[lcarson@sentineladvantage.com](mailto:lcarson@sentineladvantage.com) (704) 840 6407

Participating Entity’s contacts for this Participating Addendum are:

Melanie Hooley, Leon County Purchasing Department  
[HooleyM@LeonCountyFL.gov](mailto:HooleyM@LeonCountyFL.gov) (850) 606 1600  
Teresa Broxton, Leon County Pretrial Services  
[broxtont@leoncountyfl.gov](mailto:broxtont@leoncountyfl.gov) (850) 606 5712

**II. TERM.** This Participating Addendum is effective as of October 1, 2024, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

**III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the Participating Entity, and nonprofit organizations within the Participating Entity if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

**IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

**V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

**a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

**b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

**c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment’s effective date and is documented thereafter via written amendment hereto.

**Participating Addendum for  
Electronic Monitoring Products and Services**

Between **Leon County, Florida** and  
**Sentinel Offender Services, LLC**

---

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. The Participating Entity Standard Terms and Conditions are incorporated by reference herein as Attachment A. In the event of any conflict between the terms of the Participating Entity Standard Terms and Conditions and the Master Agreement terms, the Participating Entity Standard Terms and Conditions terms take precedence.
  - b. Sentinel Quote to Leon County (FL) - Rate Adjustment & NASPO MA#22PSX0021(022624LC), incorporated herein as Attachment B.
  - c. Federal Terms and Conditions (If Applicable), incorporated herein as Attachment C.
- IX. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Leo Carson, Vice President Strategic Sales  
[lcarsen@sentineladvantage.com](mailto:lcarsen@sentineladvantage.com) (704) 840 6407

For Participating Entity:

Melanie Hooley, Leon County Purchasing Department  
[HooleyM@LeonCountyFL.gov](mailto:HooleyM@LeonCountyFL.gov) (850) 606 1600  
Teresa Broxton, Leon County Pretrial Services  
[broxtont@leoncountyfl.gov](mailto:broxtont@leoncountyfl.gov) (850) 606 5712

(Signature Page to Follow)



**Participating Addendum for  
Electronic Monitoring Products and Services**

Between **Leon County, Florida** and  
**Sentinel Offender Services, LLC**

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**Sentinel Offender Services, LLC**

**Leon County, Florida:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

Dennis Fuller  
**Printed Name**

Vincent S. Long  
**Printed Name**

Chief Financial Officer  
**Title**

County Administrator  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**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: \_\_\_\_\_

**EXHIBIT A**

**LEON COUNTY, FLORIDA**  
**STANDARD TERMS AND CONDITIONS**

The terms and conditions set forth in this Exhibit A, apply to the Participating Addendum between Leon County, Florida (“County” or “Participating Entity”), and Sentinel Offender Services, LLC (“Contractor”) (each a “Party” or together the “Parties”) for the procurement of Electronic Monitoring products and services in accordance with the NASPO Master Agreement No. 22PSX0021 and the standard terms and conditions of this Exhibit A.

1. **Definitions.** The following words and expressions used in this Attachment A shall be construed as follows, except when it is clear from the context that another meaning is intended:
  - a) The words "Agreement" or "Agreement Documents," or “Master Agreement,” to mean collectively these special terms and conditions, the NASPO Master Agreement Number:22PSX0021 and all associated addenda and attachments.
  - b) The word "Contractor" to mean Sentinel Offender Services, LLC and its permitted successors and assigns.
  - c) The word "Days" to mean Calendar Days.
  - d) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County for review and approval pursuant to the terms of this Agreement.
  
2. **Nature of the Agreement.**
  - a) The Contractor shall provide the services set forth in the Scope of Services outlined in the NASPO Master Agreement Number: 22PSX0021 and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
  - b) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
  - c) The performance of the 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. **Invoices.**
  - a) Invoices are to be submitted to:

|                        |  |
|------------------------|--|
| Name:                  | IDA Invoices (Teresa Broxton)  |
| Street Address:        | 501 Appleyard Drive  |
| City, State, Zip Code: | Tallahassee, FL 32304  |
| Telephone:             | 850-606-5712   |
| E-mail:                | <a href="mailto:IDA_Invoices@leoncountyfl.gov">IDA_Invoices@leoncountyfl.gov</a> |
  
  - b) 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 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.

4. **Pricing.** Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are equal to or better than the terms being offered by the Contractor to its current customers, ordering similar volumes of Equipment, Software, and Services. If during the term of this Agreement the Contractor enters into an agreement with any other customer providing such customer with more favorable terms than this Agreement, then this Agreement will be deemed appropriately amended to provide such terms to the County.
5. **Status.** The Contractor at all times relevant to this Agreement shall be an independent Contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.
6. **Disputes/Remedies.** 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.
7. **Audits, Records, Records Retention.** 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 Participating Addendum 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, 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 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 redacted, conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION — TRADE SECRET” and the applicable statutory provision for the exemption must be stated.

If a third party submits a request to the County for records designated as Trade Secret Materials by Contractor, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. By entering this Participating Addendum, Contractor 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 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**

8. **Maintenance of Confidential Information.** Each Party shall advise its employees, agents, subcontractors, and suppliers who receive or otherwise have access to the other party's Confidential Information of their obligation to keep such information confidential and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other Party's Confidential Information as described in this article.
9. **Termination.** The County may terminate this Agreement without cause by giving Contractor thirty (30) days advance written notice of termination. Either Party may terminate this Agreement for cause by giving the other Party thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) days written notice of termination if, in the opinion of the County, the Contractor is unable to perform its obligations under the Agreement, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.
10. **Data and Privacy.** Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes and shall ensure that County's data processed, transmitted, or stored by Contractor or in the 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 data, including personal identification information (as defined by Section 501.171, Section 817.568, or Section 817.5685, Florida Statutes as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by the County. If applicable and requested by the County, Contractor shall ensure that all hard drives or other storage devices and media that contained County's 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.

11. **Insurance.** Contractor shall maintain all insurance requirements as set forth in the Master Agreement as well as the additional insurance requirements set forth below. In addition Contractor shall also ensure that "Leon County, Florida" is listed and endorsed as an additional insured as stated on all policies required under this Addendum and shall provide a certificate evidencing such coverage promptly following the County's request.

a) **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

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.

b) **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the County.

c) **Other Insurance Provisions**

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

d) **General 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; or premises owned, occupied or used 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.

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 effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the County before work commences. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. The policies described above, and any certificates shall specifically name the County as an additional Insured.

f) **All Coverages**

Contractor shall provide County thirty (30) days prior written notice by certified mail, return receipt requested, if any policy required herein will be suspended, voided, cancelled, or reduced in coverage limits.

- g) Subcontractors. If Contractor utilizes Subcontractors in the performance of this Agreement Contractor 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. **Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern.**

- a) 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. By entering into this Agreement Contractor certifies that it is not a scrutinized company as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135(2)(a), Florida Statutes, this Agreement may be terminated for convenience by the County if Contractor is found to have submitted a false certification as required under Section 287.135(2)(a), Florida Statutes, has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.
- b) The Agreement may be terminated for convenience by the County if Contractor is found to have submitted a false certification as required under Section 287.134(2)(b) Florida Statutes, has 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 Syria.

13. **Public Entity Crimes Statement.** In accordance with Section 287.133, Florida Statutes, Contractor hereby confirms that to the best of its knowledge and belief at the time the Agreement is signed Contractor has not been convicted of a public entity crime. Upon the written request of the County, Contractor shall provide the County with a completed public entity crime statement form each year this Agreement is in effect. Violation of this section by Contractor shall be grounds for termination of this Agreement by the County for convenience.

14. **Unauthorized Alien(s).** 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.

15. **Employment Eligibility Verification.** By providing goods and/or services to the County, Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility.” Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractor to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

16. **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 the Agreement. No provision or language in the Agreement or Exhibits shall be construed or interpreted to increase the scope or dollar limit of the County’s liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the County’s sovereign immunity from suit, or to require the County to indemnify Contractor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the County. The County expressly reserves all other protections and privileges related to its sovereign immunity.

17. **Governing Law, Jurisdiction, Venue, and 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 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 for the Northern District of Florida.

18. **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.
19. **Taxes.** The County is tax-exempt and therefore is not obligated to pay sales and excise taxes.
20. **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.
21. **Assignment.** Neither this Agreement nor any right or interest in it may be assigned, transferred, 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.
22. **Compliance with Laws.** Contractor agrees to Christian Doctrine and to comply with all applicable federal, state, and local laws and regulations including, without limitation, the 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. It is the responsibility of the Contractor to determine applicability and requirements of any such laws and to abide by them.
23. **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.
24. **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.
25. **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.
26. **Entire Agreement:** This Agreement, including the terms and conditions shown above contains the complete and final agreement between the County and Contractor and no other agreement in any way modifying any of said terms and conditions will be binding upon the County unless made in writing and signed by the County. Contractor may not unilaterally modify the terms of the Agreement (e.g., attachment or inclusion of standard preprinted forms, product literature, or terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Contractor's invoice or other documents forwarded by Contractor for payment. The County's acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions.

Friday, June 7 2024

Ms.Teresa Broxton,Director  
LeonCountyPretrial Services  
501AppleyardDr#C  
Tallahassee,FL32304  
(viaemailto**[broxtont@leoncountyfl.gov](mailto:broxtont@leoncountyfl.gov)**)

RE:Sentinel OffendeServices,LLC(Sentinel)QuotetoLeonCountyPretrial Services  
(County) forRateAdjustmentandParticipatingAddendumforNASPO Master  
Agreement#22PSX0021“*Electronic Monitoring Products and Services*”

| <b>Cumulative In-Use Volumes including All Technology Types &amp; Unit/Day Rates*</b> |               |                |                |             |
|---|---------------|----------------|----------------|-------------|
| <u>Technology Type</u>  | <u>1 - 99</u> | <u>100-149</u> | <u>150-199</u> | <u>200+</u> |
| OM500 GPS:  | \$7.95        | \$6.75         | \$6.50         | \$5.99      |
| SCRAM Landline:   | \$9.15        | \$9.15         | \$8.75         | \$8.75      |
| SCRAM Cellular:   | \$9.85        | \$9.50         | \$9.15         | \$9.15      |
| BA/RT:  | \$5.85        | \$5.85         | \$5.25         | \$5.25      |

**Sentinel Local Staffing:**

- Full-Time Monday to Friday 0800-1700, rotates on-call weekends Friday 0000-0800, Saturday 1700-0800 and Sunday 1700-0800
- Full-Time Monday to Thursday 1400-2200, Friday 1600-0000, rotates on-call weekends Friday 0000-0800, Saturday 1700-0800 and Sunday 1700-0800
- Part-Time Monday to Thursday 2200-0000 and on-call Monday-Thursday 0000-0800
- Part-Time Saturday and Sunday 0800-1700, rotates on-call weekends Saturday and Sunday 1700-0800

**Rate Adjustment:** Sentinel will calculate the volumes monthly using the average daily population in active use for all technology types cumulatively. Sentinel may also request to additionally invoice for a \$3,600 stipend in each month when the monthly utilization billing is less than \$40,000. However, if Sentinel billed, for example, \$38,000 for the month, Sentinel would only bill \$2,000 for the stipend. County's monthly invoice would never go beyond \$40,000 unless of course, County's program's active in-use population grew, in which case, the \$3600 stipend would not be applied.

**SENTINEL®**



**EXHIBIT C**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

1) EQUAL OPPORTUNITY

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled; terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2) DAVIS BACON ACT (NOT APPLICABLE TO FEMA/PUBLIC ASSISTANCE PROGRAM)

3) COPELAND ANTI-KICKBACK ACT (NOT APPLICABLE TO FEMA/PUBLIC ASSISTANCE PROGRAM)

4) CONTACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such

work week.

- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. Leon County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

5) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (NOT APPLICABLE TO FEMA/PUBLIC ASSISTANCE PROGRAM)

6) NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS (IF APPLICABLE)

- a. General. Leon County, Florida may use Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under (major disaster or emergency) declaration FEMA-XXXX-XX, FEMA requires the State of Florida provide various financial and performance reporting.
  - 1) It is important that the contractor is aware of these reporting requirements, as Leon County, Florida may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
  - 2) Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.
- b. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
  - 1) 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
  - 2) 44 C.F.R. § 13.41 (Financial Reporting)
  - 3) 44 C.F.R. § 13.50(b) (Reports)
  - 4) 44 C.F.R. § 206.204(f) (Progress Reports)
  - 5) FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)
  - 6) FEMA-State Agreement"

7) ACCESS TO RECORDS (IF APPLICABLE)

The Contractor and their successor(s), transferees, assignees, and subcontractors acknowledge and agree to comply with the applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

The contractor agrees to provide the County, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or Internal reviews by the FEMA Administrator or the Comptroller General of the United States.

8) RETENTION OF RECORDS

The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, In which case contractor agrees to maintain same until the State of Florida, Leon County Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

9) CLEAN AIR ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

10) ENERGY EFFICIENCY/CONSERVATION

The contractor agrees to 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."

11) FEDERAL WATER POLLUTION CONTROL ACT

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

12) SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations In any lower tier covered transaction It enters into.

- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management and Leon County, FL, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions,

13) BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

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

Date \_\_\_\_\_

14) PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing

recovered materials that are EPA designated items unless the product cannot be acquired–

- 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- 2) Meeting contract performance requirements; or
- 3) At a reasonable price.

- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15) DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16) COMPLIANCE WITH LOCAL, STATE, AND FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

By executing this agreement, the Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable local, state, and federal law, regulations, executive orders, policies, procedures, and directives, to include 2 CFR 200.326 and 2 CFR 200, Appendix 11, as applicable.

17) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



**Master Agreement Number:  
22PSX0021**

Electronic Monitoring Products and Services

**State of Connecticut**

AND

**Sentinel Offender Services, LLC**

This contract (the "Master Agreement") is made by and between, **Sentinel Offender Services, LLC** (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a- 2, 4a-51 and 4d-2 of the Connecticut General Statutes, and acting in connection with the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, Inc.

The Contractor and the State agree as follows:

## 1. Definitions

The following definitions apply in this Master Agreement, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

### a. Acceptance

Determination made by the Purchasing Entity upon successful User Acceptance Test that the Deliverable has satisfied the Acceptance Criteria itemized in the SOW, performs to the Specifications, and fulfills the business and technical requirements of the Master Agreement.

### b. Acceptance Criteria

Client Agency requirements for Deliverable Acceptance.

### c. Acceptance Date

The date the Purchasing Entity accepts a Deliverable or System in accordance with this Master Agreement.

### d. Administrator

A designated Purchasing Entity representative who is responsible for managing the Purchasing Entity's User access to the Hosting Environment. The Administrator shall be responsible for implementing a role-based security policy process for access to the Hosting Environment.

### f. Business Day

A day of the week recognized by the Purchasing Entity as a workday, exclusive of Saturdays, Sundays and any Lead State or federal holiday.

### g. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

### h. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique

biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Lead State classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

#### **i. Confidential Information Breach**

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Purchasing Entity, the Contractor, or State.

#### **j. Contractor IP**

Contractor’s materials and other intellectual property (1) in existence prior to this Master Agreement, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Master Agreement and employed by the Contractor in connection with the Deliverables.

#### **k. Contractor Parties**

Contractor’s members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Master Agreement in any capacity.

#### **l. Corrective Action Plan, or CAP**

A detailed written plan produced by Contractor at the request of the Purchasing Entity to correct or resolve a Breach identified by the Purchasing Entity in accordance with the Breach section of this Master Agreement.

#### **m. Deliverable**

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor’s overall approach and solution to the requirements of this Master Agreement. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

#### **n. Deliverables Document**

Exhibit A which sets forth and describes the Deliverables that are to be provided or made available to the State and Participating Entities under this Master Agreement or in a Statement of



Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

**o. Documentation**

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

**p. Reserved**

**q. Force Majeure Event**

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

**r. Goods**

All things which are movable, including, but not limited to, electronic monitoring devices, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

**s. Goods or Services**

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A, Deliverables Document.

**t. Go-Live Date**

The date of Participating Entity or Purchasing Entity's access to and use of the System, upon and after which the System must Perform in accordance with the Documentation, as the date may be extended from time to time in accordance with the Participating Addendum, Purchase Order, or Statement of Work applicable to the installation.

**u. Hosting Environment**

Collectively the platform, environment, and conditions on, in, or under which the Licensed Software is intended to be installed and operate, as set forth in this Master Agreement, including such structural, functional and other features, conditions and components as hardware, operating software, System architecture and configuration.

**v. Hosted Services**

The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services identified in Exhibit A, Deliverables Document.

**w. Improvement**

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not

include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

**x. Reserved**

**y. Reserved**

**z. Lead State**

The State of Connecticut, acting by the DAS.

**aa. Licensed Software**

The commercial, off-the-shelf products provided by Contractor in connection with the Deliverables, for which the Purchasing Entity or the Lead State acquires a, personal, non-exclusive, non-transferable license to access and use, but does not acquire the Licensor's title to, such computer program(s).

**bb. Licensor**

The party who licenses all or any part of a Deliverable either to the Participating Entity or Purchasing Entity, in the case of the Contractor, or to the Contractor, in the case of a third party provider.

**cc. Maintenance Services**

The software and process support services described in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

**dd. Reserved**

**ee. Materials**

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

**ff. NASPO ValuePoint:**

A division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation through which NASPO administers the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities, the District of Columbia, and territories of the United States.

**gg. Participating Addendum ("PA")**

A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific terms, language or other requirements, such as ordering procedures specific to the Participating Entity.

**hh. Participating Entity**

A state, or other legal entity, that enters into a Participating Addendum.

**ii. Perform**

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Master Agreement fully, including the Deliverables and all other Master Agreement obligations. The word “Perform” includes all parts of speech.

**jj. Performance Criteria**

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Master Agreement, a Participating Addendum, and a Statement of Work, as applicable.

**kk. Price Schedule**

Exhibit B to this Master Agreement which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Master Agreement and establishes the components, unit pricing and price schedules for each Deliverable.

**ll. Reserved**

**mm. Purchase Order**

A written or electronic document that the Purchasing Entity issues for one or more Deliverables in accordance with the terms of this Master Agreement.

**nn. Purchasing Entity**

A Participating Entity, or a city, county district, or other political subdivision of the Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

**oo. Purchasing Entity Data**

Any data or information of the Purchasing Entity that Contractor receives or creates by any means and in any form in connection with this Master Agreement, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

**pp. Records**

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

**qq. Replacement Deliverable**

Any new Deliverable that replaces a previously accepted Deliverable.

**rr. Services**

The labor or work, necessary or appropriate for the Contractor to Perform.

**ss. Service Level Agreement (“SLA”)**

Exhibit C which sets forth and describes the service level and maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Master Agreement, in a Participating Addendum or in a Statement of Work, as applicable.

**tt. Site**

Location(s) specified by the Purchasing Entity where Deliverables are to be installed, Services rendered, or materials furnished.

**uu. Solicitation**

The Lead State’s request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Master Agreement shall be governed by the statutes, regulations and procedures of the Lead State. The Solicitation is incorporated into and made a part of this Master Agreement as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Master Agreement in its entirety, but, rather, it is incorporated into this Master Agreement only to the extent specifically stated in Exhibit A, Deliverables Document.

**vv. Solicitation Response**

A submittal in response to a Solicitation.

**ww. Specifications**

Contractor’s published technical and non-technical detailed descriptions of each Deliverable’s capabilities, or intended use or both, as more fully set forth in this Master Agreement, a Participating Addendum, or a Statement of Work, as applicable.

**xx. Statement of Work (“SOW”)**

Statement issued in connection with a Purchase Order for a Deliverable available under this Master Agreement which sets forth all work and payment requirements for Contractor’s Performance in connection with said Purchase Order.

**yy. System**

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Master Agreement, a Participating Addendum, or SOW, as applicable.

**zz. Term**

The original term of this Master Agreement plus any extensions exercised under this Master Agreement.

**aaa. Termination**

An end to this Master Agreement prior to the end of its Term.

**bbb. Title**

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

**ccc. Reserved**

**ddd. Upgrade**

A change to the primary version number of the Licensed Software, generally providing additional features or functionality.

**eee. Update**

A change to the Licensed Software to correct bugs or defects, patches or changes to enable the Licensed Software to operate on new or upgraded operating platforms.

**fff. User**

A Purchasing Entity representative that may access the System. User access will be subject to role-based security implemented by the Purchasing Entity's Administrator.

**ggg. User Acceptance Test**

Those procedures that permit the Purchasing Entity to authenticate and test the functionality of a Deliverable with real world scenarios to determine if the Deliverable performs in accordance with this Contract.

**hhh. Warranty Period**

The twelve (12) month period commencing upon the Acceptance Date for the System or Deliverable.

**2. Term of Master Agreement; Master Agreement Extension**

This Master Agreement will be in effect from the date that the last party executes (the "Effective Date") and will continue for three (3) years. The parties, by mutual agreement, may extend this Master Agreement for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term, but only in accordance with the Section in this Master Agreement concerning Master Agreement amendments.

**3. Deliverables**

Contractor shall sell, transfer, convey and license, as appropriate, to the Purchasing Entity each Deliverable and Perform in accordance with this Master Agreement, applicable Participating Addendum, and the SOW, as applicable. The Deliverables are set forth in accordance with Exhibit A, Deliverables Document and shall be acquired through duly issued Purchase Orders.

- a. Any Purchase Order accepted by Contractor is subject to the terms of this Master Agreement and the applicable Participating Addendum and shall remain in effect until Purchasing Entity Accepts

full Performance of all Deliverables contained in the applicable Purchase Order, unless terminated sooner under the terms of this Master Agreement and the applicable Participating Addendum. Neither party shall be bound by any additional substantive terms that may appear in any Purchase Order. If a Purchase Order includes any such terms, then they shall be void ab initio and have no effect.

- b. Notwithstanding any other provision of this Master Agreement, Contractor shall not make any material change to the Deliverables that alters the nature or scope of the Deliverables or their intended use without the prior written consent of the Purchasing Entity. The Purchasing Entity shall not give its consent unless the changed Deliverables are of a similar nature and have a similar use as the original Deliverables.
- c. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Master Agreement.
- d. Purchasing Entity shall issue a Purchase Order when acquiring any Deliverable or Service available under this Master Agreement and, if appropriate, a SOW mutually acceptable to the Purchasing Entity and the Contractor.
- e. PARTICIPATION AND PAYMENTS:

The terms of this Master Agreement are applicable to any Purchase Order issued by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by an applicable Participating Addendum. Any alterations, modifications, supplements or amendments to the terms of the Master Agreement as they apply to a Participating Entity and any Purchasing Entity ordering under the Participating Entity's Participating Addendum must be addressed in the Participating Addendum. Such alterations, modifications, supplements or amendments in a Participating Addendum apply only to the Participating Entity and Purchasing Entities ordering under said Participating Addendum. With the consent of the Participating Entity and Contractor, alterations, modifications, supplements or amendments to the terms of the Master Agreement and applicable Participating Addendum as they apply to a Purchasing Entity may be included in the Purchasing Entity's Purchase Order. Such alterations, modifications, supplements or amendments in a Purchase Order apply only to the Purchasing Entity.

Use of this Master Agreement is subject to the approval of the respective state's chief procurement official, or their designee. Subject to applicable law, issues of interpretation and eligibility for participation are solely within the authority of the respective state's chief procurement official, or their designee.

This Master Agreement and the Participating Addendum are binding only upon the Contractor and the corresponding Participating Entity or Purchasing Entity or both. The financial obligations of any Purchasing Entity are limited to those obligations set forth in the Purchase Orders that such particular Purchasing Entity issues. The terms of a Participating Addendum or other participating addenda do not and will not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

Entities who are not states may sign their own Participating Addendum if and to the extent that the appropriate procurement official of the state where the Participating Entity is located (or such other approval as may be required by law) gives prior approval of such participation in writing. A chief procurement official's approval to a non-state entity to participate through execution of a Participating Addendum is not a determination that the non-state entity has the necessary or appropriate authority to enter into the Participating Addendum. Prior to executing a Participating Addendum, each Participating Entity must ensure that it has the requisite authority to execute a Participating Addendum under its applicable laws and regulations.

Payment for all Accepted Deliverables are due within forty-five (45) days after Acceptance of the Deliverables. The Contractor shall submit an invoice to the Purchasing Entity for the Performance. The invoice shall include detailed information for Deliverables, delivered and Performed, as applicable, and Accepted. Any late payment charges shall be calculated in accordance with Purchasing Entity's applicable law.

#### **4. Payments and Credits**

- a. The Purchasing Entity shall pay for Deliverables only upon Acceptance pursuant to this Master Agreement, the applicable Participating Addendum, and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Purchasing Entity's request, Contractor shall submit to the Purchasing Entity such documentation as the Purchasing Entity deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Purchasing Entity approving the invoice for payment.
- b. The Purchasing Entity shall pay Contractor upon Acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.
- c. Contractor shall furnish separate invoices for each Purchase Order and shall itemize each charge included in each invoice as a separate line item.
- d. Contractor may supplement Exhibit B, Price Schedule to make additional services and related terms available to Participating Entities. The supplement will only be deemed to be accepted by the Lead State if the latter issues an Addendum to the Master Agreement indicating its concurrence with the supplement.
- e. No additions to or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with the provisions of Section 11.

#### **5. Order and Delivery**

The Contractor shall Perform in accordance with Exhibit A, Deliverables Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverables Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods F.O.B. wherever specified by the Purchasing Entity in its Purchase Order or in another communication to Contractor. The administration and Performance of this Contract are facilitated by and in accordance with certain provisions of the NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers. Those provisions are set forth in Exhibit D, NASPO ValuePoint Provisions.

#### **6. Purchase Orders**

- a. This Master Agreement itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Master Agreement and an applicable Participating Addendum for Performance.
- b. The Purchasing Entity shall issue a Purchase Order against a Participating Addendum incorporating this Master Agreement directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Master Agreement number and Participating Addendum number (if any) and comply with all other Participating Entity and Purchasing Entity requirements, particularly the Purchasing Entity's requirements concerning

procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk and does not impose on a Purchasing Entity any corresponding obligation.
- e. The Purchasing Entity may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Purchasing Entity shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

## 7. Time of the Essence

Time is of the essence with respect to all provisions of this Master Agreement that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Master Agreement.

## 8. Waiver

- a. No waiver of any Breach of this Master Agreement shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Master Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Master Agreement or at law or in equity. Any waiver by the Lead State, a Participating Entity, or a Purchasing Entity must be in writing.
- b. A party's failure to insist on strict performance of any provision of this Master Agreement shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

## 9. Deliverable Evaluation, Acceptance and Ownership

- a. Any Deliverable furnished by Contractor under the terms of this Master Agreement will be subject to Acceptance Testing. User Acceptance Testing (UAT) for each Deliverable begins as of the date the Purchasing Entity notifies the Contractor in writing that the Deliverable provided for UAT has successfully met the Acceptance Criteria, successfully delivered and/or installed in the development and testing computer environment and is ready for UAT. The following procedures will apply during UAT:
  - 1. The Purchasing Entity shall provide Contractor with (a) written notice of Acceptance of the Deliverable or (b) a written statement which identifies in reasonable detail, with references to the applicable requirements, the deficiencies preventing Acceptance.
  - 2. Contractor shall have five (5) Business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable Specifications. The Purchasing Entity shall review the corrected Deliverable and notify Contractor in writing of acceptance or rejection in accordance with the foregoing provisions of this Section.
  - 3. The Acceptance Date for a Deliverable shall be the date of written notice of Acceptance of the Deliverable from Purchasing Entity to Contractor.
- b. If UAT for the System is successfully completed, the Purchasing Entity shall in writing notify the



Contractor of the Purchasing Entity's Acceptance of the System, and the date of such notice will be the Acceptance Date for the System.

- c. If requested by Contractor, Purchasing Entity shall complete Contractor's acceptance certificate, in a form reasonably acceptable to Purchasing Entity, so long as such certificate does not amend, alter or modify in any way the terms of this Master Agreement.
- d. A Purchasing Entity shall own all Deliverables provided to it by Contractor under this Master Agreement, subject to subparagraph e) below.
- e. The Purchasing Entity shall have a nonexclusive, nontransferable license to access and use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the Purchasing Entity's business needs and operations if Contractor IP is provided to the Purchasing Entity by Contractor in order to Perform any Services or provide any Deliverables required under this Master Agreement. Nothing in this provision shall be construed as transferring to the Lead State, Participating Entity, or Purchasing Entity any ownership interest or rights to Contractor IP.
- f. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the option of Contractor:
  - 1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
  - 2. Obtain for the Purchasing Entity the right to continued use of the Deliverable; or
  - 3. If neither 1 nor 2 above is commercially reasonable, Purchasing Entity shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Purchasing Entity the fees paid for the Deliverable.
- g. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Master Agreement.

## 10. Data: Access and Ownership

### a. Access to Master Agreement and State Data

The Contractor shall provide to the Purchasing Entity access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Master Agreement and the Purchasing Entity that are in the possession or control of the Contractor upon demand and shall provide the data to the Purchasing Entity in a format prescribed by the Purchasing Entity and the State Auditors of Public Accounts at no additional cost.

### b. Ownership of Data

- 1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. At no time will Contractor have Title to such Data, wherever located.

2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format acceptable to the Purchasing Entity.
3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Purchasing Entity shall constitute, without more, a de facto breach of this Master Agreement. Consequently, the Contractor shall indemnify and hold harmless the Purchasing Entity, the Participating Entity, and the Lead State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non- Purchasing Entity use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Purchasing Entity, the Participating Entity, and the Lead State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Purchasing Entity, such information as the Purchasing Entity may identify to ensure, in the Purchasing Entity's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

## **11. Change Order Within Scope**

The Purchasing Entity may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of the Master Agreement or the SOW, as applicable. Contractor shall not deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A, Deliverables Document. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Master Agreement, without charge. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Purchasing Entity issues a change order in accordance with this Section.

## **12. Rejected Items; Abandonment**

- a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any Purchasing Entity premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Purchasing Entity may, by written notice and in accordance with this Master Agreement, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of Purchasing Entity premises and any other location which the Purchasing Entity manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property

in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the Purchasing Entity and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
  2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  3. they vest authority, without any further act required on their part or the Purchasing Entity's part, in the Purchasing Entity to use or dispose of the Rejected Goods and Contractor Property, in the Purchasing Entity's sole discretion, as if the Rejected Goods and Contractor Property were the Purchasing Entity's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
  4. if the Purchasing Entity incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Purchasing Entity shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the Purchasing Entity no later than thirty (30) days after the date of invoice; and
  5. they do remise, release and forever discharge the Purchasing Entity and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "Purchasing Entity and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Purchasing Entity and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Purchasing Entity, such information as the Purchasing Entity may require to evidence, in the Purchasing Entity's sole determination, compliance with this Section.

### **13. Replacement Deliverables**

The Purchasing Entity may order any Replacement Deliverables then available. Replacement Deliverables are subject to evaluation and Acceptance as set forth in this Master Agreement.

### **14. Maintenance and Support**

- a. Contractor represents and warrants that after Acceptance of the System by the Purchasing Entity and throughout the duration of the Warranty Period, Contractor shall provide the following maintenance and support services at no additional cost:
  1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document,

- Purchase Order or a SOW, as applicable;
2. Improvements related to any and all Deliverables; and
  3. Improvements to any and all Deliverables to cause each Deliverable to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment.
- b. Upon expiration of the Warranty Period, maintenance and support and on-going services shall be provided by the Contractor on an annual basis if requested by the Purchasing Entity and identified in Exhibit C Service Level Agreement and Maintenance and Support and Exhibit B Price Schedule. Contractor shall invoice the Purchasing Entity in accordance with Exhibit B, Price Schedule.
- c. Provided the Purchasing Entity is current on its maintenance and support and on-going services payments, the Contractor shall provide Services itemized in a SOW in addition to the following:
1. Assistance in accordance with the requirements of Exhibit A, Deliverables Document, Exhibit C, Service Level Agreement and Maintenance and Support, Purchase Order or a SOW, as applicable;
  2. Improvements that may be developed by Contractor or made available to Contractor by the Licensor related to any and all Deliverables; and
  3. Improvements to any and all Deliverables to cause each to operate under new versions or releases of the operating system(s), database system(s), application servers or report servers that comprise the Purchasing Entity's computer operating environment at no additional cost.
- d. Contractor shall provide a complete list of any platform requirements and specifications to provide technical support services.
- e. The Purchasing Entity shall provide Contractor full and free access to each Deliverable for the limited purpose of providing Services required under this Master Agreement, subject to the Purchasing Entity's and the applicable Site's access policies.

## **15. Reserved**

## **16. Working and Labor Synergies**

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, Purchasing Entity employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Master Agreement.

## **17. Background Checks**

To the extent applicable, the Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the state, the Purchasing Entity, or as provided for in any Purchasing Entity document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as

necessary or reasonably requested with the state and its agents in connection with such background checks.

## 18. Contractor Guaranties

- a. Contractor shall:
  1. Perform fully under this Contract;
  2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
  3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
  4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
  5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law;
  6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

## 19. Other Warranties

Contractor warrants that:

- a. Each Deliverable installed by Contractor, an authorized agent of Contractor or installed by the Purchasing Entity in accordance with Contractor's instructions, will function according to the Specifications and Performance Criteria on the Acceptance Date for such Deliverable;
- b. During the Warranty Period, Contractor shall make Improvements to the Deliverable as necessary or appropriate to maintain ongoing reliability according to Performance Criteria identified in Exhibit A, Deliverables Document or a SOW, as applicable; and
- c. Contractor shall provide each Deliverable within the time frames established under this Master Agreement, a Purchase Order or a SOW, as applicable.
- d. Contractor does not exclude or modify the implied warranties of merchantability and fitness for a particular purpose concerning the Deliverables.

## 20. System Warranties

- a. Contractor represents and warrants that the System shall conform to this Master Agreement, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless the Master Agreement is Terminated earlier.
- b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

## 21. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by the Lead State, the Participating Entity, or Purchasing Entity. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Lead State, the Participating Entity, or Purchasing Entity with any additional reports as the Lead State, the Participating Entity, or Purchasing Entity may request from time to time within ten (10) days following receipt of the written request. Timely submission of these reports is a material requirement of this Master Agreement. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Lead State, Participating Entity and the Purchasing Entity shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

## 22. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Master Agreement obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Master Agreement. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Purchasing Entity may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Master Agreement. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Purchasing Entity determines that the Contractor has committed a Breach, then the Purchasing Entity may require the Contractor to, and Contractor shall, prepare and submit to the Purchasing Entity a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Purchasing Entity within ten (10) Business Days following the Purchasing Entity's request for the CAP for the Purchasing Entity's review and approval. Within ten (10) Business Days of receiving the CAP, the Purchasing Entity must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Purchasing Entity fails to accept or reject the CAP within the ten (10) Business Days, then the CAP is deemed to have been approved, without more. The Purchasing Entity's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Purchasing Entity will approve the CAP when the Contractor re-submits it to the Purchasing Entity for review and approval. If the Purchasing Entity rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Purchasing Entity accepts a CAP, (2) the Purchasing Entity waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Purchasing Entity waives the Breach, or (5) the Purchasing Entity makes a determination to Terminate this Master Agreement. After the first rejection, each of the parties will have five (5) Business Days, instead of ten (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to three (3) Business Days each instead of ten (10) or five (5) Business Days.
- c. If the Purchasing Entity determines that the Contractor has Breached this Master Agreement, then the Purchasing Entity may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Purchasing Entity notifies

Contractor in writing prior to the date that the payment would have been due.

- d. For purposes of the Purchasing Entity determining whether there is a Breach under this Master Agreement, or whether any statement in the Representations and Warranties Section of this Master Agreement is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Purchasing Entity considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Master Agreement.
- f. Notwithstanding any provisions in this Master Agreement, the Lead State may terminate this Master Agreement with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Master Agreement and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Master Agreement. In case of such revocation or Termination, the Purchasing Entity will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the Lead State's rights under this Breach Section diminishes the Lead State's rights under the Termination Section of this Master Agreement.

## 23. Termination

- a. Notwithstanding any provisions in this Master Agreement, the Lead State, through a duly authorized employee, may Terminate this Master Agreement whenever the Lead State makes a written determination that such Termination is in the best interests of the Lead State. The Lead State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Master Agreement prior to such date.
- b. Notwithstanding any provisions in this Master Agreement, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Master Agreement and has failed to remedy the Breach, Terminate this Master Agreement in accordance with the Breach Section of this Master Agreement.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Master Agreement. Upon receiving the Termination notice from the Lead State, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to the Lead State or the Purchasing Entity (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to the Lead State or the Purchasing Entity (as directed in the notice) no later than thirty (30) days after the Termination of this Master Agreement or fifteen (15) days after the Contractor receives a written request from the Lead State for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- d. Except for any work which the Lead State directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Purchasing Entity will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Purchasing Entity, the Contractor shall assign to the Purchasing Entity, or any replacement contractor which the Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to the Purchasing Entity all Records and other information pertaining to its Performance, and remove from Purchasing Entity premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Lead State or the Purchasing Entity (as directed in the notice) may request.
- f. Upon Termination of this Master Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Master Agreement shall survive such Termination to the extent not otherwise limited in this Master Agreement and without each one of them having to be specifically mentioned in this Master Agreement.
- g. Termination of this Master Agreement pursuant to this Section shall not be deemed to be a Breach of Master Agreement by the Lead State, a Participating Entity, or a Purchasing Entity.

## **24. Continued Performance**

The Contractor and Contractor Parties shall continue to Perform their obligations under this Master Agreement while any dispute concerning this Master Agreement is being resolved.

## **25. Reserved**

## **26. Setoff**

A Purchasing Entity, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the Purchasing Entity incurs resulting from the Contractor's unexcused Breach under this Master Agreement and under any other agreement or arrangement that the Contractor has with the Purchasing Entity and (2) any other amounts of whatever nature that are due or may become due from the Purchasing Entity to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Master Agreement, or under any other agreement or arrangement that the Contractor has with the Purchasing Entity. The Purchasing Entity's right of setoff and to withhold shall not be deemed to be the Purchasing Entity's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Master Agreement, all of which shall survive any setoffs and withholdings by the Purchasing Entity.

## **27. Cross-Default**

- a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Master Agreement, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other



Agreements”) that the Contractor or Contractor Parties have with the Lead State. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in this Master Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the Lead State, then the Lead State may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Master Agreement. Accordingly, the Lead State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Master Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Master Agreement.

## **28. Sovereign Immunity**

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

## **29. Representations and Warranties**

Contractor represents and warrants to the Lead State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Master Agreement. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Master Agreement and have the power and authority to execute, deliver and Perform its obligations under this Master Agreement;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Master Agreement, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Master Agreement will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Master Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Master Agreement,

Master Agreement 22PSX0021

for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;

- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified the Lead State in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Master Agreement and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Master Agreement or any assignments made in accordance with the terms of this Master Agreement;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Master Agreement concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m. each is able to Perform under this Master Agreement using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;

Master Agreement 22PSX0021

- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Master Agreement and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Lead State or the Purchasing Entity, such information as the Lead State or the Purchasing Entity may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Purchasing Entity's use of any Deliverables in a manner consistent with this Master Agreement shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Purchasing Entity shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables;
- x. each shall assign or otherwise transfer to the Purchasing Entity or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity; and
- y. The Services and the System shall conform to this Contract, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that the Deliverables shall be free from defects in material and workmanship and that Performance will be in good and workmanlike manner consistent with industry standards and practices. Contractor warrants that its agents and/or employees used in the Performance will be qualified to Perform.

### **30. Further Assurances**

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Master Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Master Agreement, in order to give full effect to this Master Agreement and to carry out the intent of this Master Agreement.

### **31. Advertising**

The Contractor shall not refer to sales to the Lead State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Lead State's prior written approval.

### **32. Contractor Changes**

The Contractor shall notify the Lead State in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The Lead State, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the Lead State's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Master Agreement. The Contractor shall deliver such documents to the Lead State in accordance with the terms of the Lead State's written request. The Lead State may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Master Agreement; the surviving Contractor Parties, as appropriate, must continue to Perform under this Master Agreement until Performance is fully completed.

### **33. Contractor Responsibility**

- a. The Contractor shall be responsible for the entire Performance under this Master Agreement regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Master Agreement, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Master Agreement.
- b. The Contractor shall exercise all reasonable care to avoid damage to a Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.

### **34. Continuity of Systems**

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Master Agreement.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of a Purchasing Entity's operations and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Master Agreement, any subcontract, or amendment to either, is transferred back to a Purchasing Entity or to another contractor at any time for any reason, then Contractor shall cooperate fully with the Purchasing Entity, and do and Perform all acts and things that the Purchasing Entity deems to be necessary or appropriate, to ensure continuity of the Purchasing Entity's information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Master Agreement without approval of such subcontract by the Lead State, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to the Purchasing Entity or its

representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Master Agreement.

- C. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to Purchasing Entity:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Systems, facilities and equipment related to or arising out of this Master Agreement, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Master Agreement) no later than ten (10) days from the date that the work under this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the Purchasing Entity, during the Purchasing Entity's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Master Agreement is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Purchasing Entity, during the Purchasing Entity's Business Hours, in good working order, and if the Purchasing Entity's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Master Agreement or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Master Agreement, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver F.O.B. to the location specified by the Purchasing Entity, all Public Records created or modified pursuant to this Master Agreement, any SOW, subcontract or amendment and requested in writing by the Purchasing Entity (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Master Agreement concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under the Master Agreement or SOW is transferred back to the Purchasing Entity or to another contractor for any reason. Contractor shall deliver to the Purchasing Entity during the Purchasing Entity's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Purchasing Entity, during the Purchasing Entity's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d. If Contractor employs former Purchasing Entity employees, Contractor shall facilitate the

exercising of any reemployment rights that such Purchasing Entity employees may have with the Purchasing Entity, including, but not limited to, affording them all reasonable opportunities during the workday to interview for Purchasing Entity jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

### **35. Security and/or Property Entrance Policies and Procedures**

Contractor shall adhere to established security and/or property entrance policies and procedures for each Purchasing Entity. It is the responsibility of Contractor to understand and adhere to the Purchasing Entity's policies and procedures prior to entering the Purchasing Entity Site to Perform under this Master Agreement.

### **36. Disclosure of Contractor Parties Litigation**

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Master Agreement, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

### **37. Protection of Confidential Information**

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Purchasing Entity, Participating Entity, or the Lead State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
  3. A process for reviewing policies and security measures at least annually;
  4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify the Lead State, the Purchasing Entity, and the

Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Purchasing Entity, after consultation with the Lead State's Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a-701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of the Lead State, the Purchasing Entity, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the Lead State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from the Lead State, Participating Entity, Purchasing Entity, or any affected individuals and shall be outside of any liability cap or limitation contained in this Master Agreement.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Master Agreement concerning the obligations of the Contractor to the Purchasing Entity, Participating Entity, or DAS.

### **38. Confidentiality; Non-Disclosure**

The Purchasing Entity shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the Purchasing Entity does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the Purchasing Entity to its employees, agents or representatives, provided such disclosures are reasonably necessary to the Purchasing Entity's use of the Deliverable, and provided further that the Purchasing Entity will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Master Agreement. The Purchasing Entity's performance of the requirements of this Section shall be subject to open records laws and the State of Connecticut Freedom of Information Act ("FOIA"), as applicable.

All Records, Purchasing Entity Data, and any Data owned by the Purchasing Entity in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

### **39. Contractor's Obligation to Notify the Lead State Concerning Public Records**

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

### **40. General Assembly Access to Records**

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to the Lead State records that is not less than the access that said committee and such offices have on July 1, 1997.

#### **41. Profiting from Public Records**

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Master Agreement. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

#### **42. Application of FOIA to Public Records Provided to Contractor**

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

#### **43. Ownership Rights and Integrity of Public Records**

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Master Agreement or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

#### **44. Nondisclosure of Public Records**

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Master Agreement or any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

#### **45. Audit and Inspection of Plants, Places of Business and Records**

- a. The Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents (each an "Auditing Entity"), may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor



Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Master Agreement and associated Participating Addenda and Orders.

- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Auditing Entity.
- c. The Auditing Entity shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the Auditing Entity suspects fraud or other abuse, or in the event of an emergency, the Auditing Entity is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the Auditing Entity, is sufficient to constitute a Breach by the Contractor under this Master Agreement. The Contractor will remit full payment to the Auditing Entity for such audit or inspection no later than 30 days after receiving an invoice from the State. If the Auditing Entity does not receive payment within such time, the Auditing Entity may setoff the amount from any moneys which the Auditing Entity would otherwise be obligated to pay the Contractor in accordance with this Master Agreement.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until six (6) years after the latter of (1) final payment for any Order placed under this Master Agreement, or (2) the expiration or earlier termination of this Master Agreement, as the same may be modified for any reason. An Auditing Entity may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the Auditing Entity and its agents in connection with an audit or inspection. Following any audit or inspection, the Auditing Entity may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

#### **46. Audit Requirements for Recipients of State Financial Assistance**

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Lead State for any expenditure of Lead State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and Lead State single audit standards as applicable.

#### **47. Indemnification**

- a. Contractor shall indemnify, defend and hold harmless the Lead State, Participating Entities, Purchasing Entities, NASPO, and its officers, representatives, agents, servants, employees, successors and assigns (each an "Indemnified Party") from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Master Agreement. Contractor shall use counsel reasonably acceptable to the Indemnified Party in

carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- b. Contractor shall not be responsible for indemnifying, defending or holding the Indemnified Party harmless from any liability arising due to the negligence of the Indemnified Party or any third party acting under the direct control or supervision of the Indemnified Party.
- c. Contractor shall reimburse the Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of Contractor or any Contractor Parties. The Indemnified Party shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Master Agreement, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the Indemnified Party is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Master Agreement, and during the time that any provisions survive the Term of this Master Agreement, sufficient commercial general liability insurance to satisfy its obligations under this Master Agreement.
- f. This Section shall survive the Termination of this Master Agreement and shall not be limited by reason of any insurance coverage. Unless otherwise set forth herein, this Section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

#### **48. Forum and Choice of Law**

- a. Notwithstanding the other provisions of this of this Forum and Choice of Law Section, the parties deem this Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the Lead State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- b. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- c. If a Claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for Claims relating to the procurement, evaluation, award, or contract performance or

administration if the Lead State is a party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

#### **49. Assignment**

The Contractor shall not assign any of its rights or obligations under this Master Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Lead State. The Lead State may void any purported assignment in violation of this Section and declare the Contractor in breach of Master Agreement. Any Termination by the Lead State for a breach is without prejudice to the Lead State's or a Participating Entity or Purchasing Entity's rights or possible Claims.

#### **50. Americans with Disabilities Act**

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Master Agreement voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

#### **51. Executive Orders and Other Enactments**

- a. All references in this Master Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Master Agreement at any time during its term, or that may be made applicable to the Master Agreement during its Term. This Master Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Lead State, Participating Entity, or Purchasing Entity shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Master Agreement if it chooses to contest the applicability of the Enactments or the Lead State, Participating Entity, or Purchasing Entity's authority to require compliance with the Enactments.
- b. This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Master Agreement as if they had been fully set forth in it.
- c. This Master Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Master Agreement as if fully set forth in it.

#### **52. Whistleblower Provision**

This Master Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or

quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Master Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

### **53. Summary of State Ethics Laws**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Lead State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Master Agreement as if the summary had been fully set forth in this Master Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Master Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Master Agreement; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

### **54. Force Majeure**

- a. The parties shall not be excused from their respective Master Agreement obligations except in the case of Force Majeure Events and as otherwise provided for in this Master Agreement.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Master Agreement, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Master Agreement, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Master Agreement.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

### **55. Notice**

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Master Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103

Attention: Michael Baczewski

If to the Contractor:

Sentinel Offender Services, LLC  
1290 N Hancock Street, Ste 103  
Anaheim, Ca 92807

Attention: Leo Carson, Vice President Strategic Sales

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Master Agreement shall be directed to:

Purchasing Entity: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Purchasing Entity.

## 56. Headings

The headings given to the Sections in this Master Agreement are inserted only for convenience and are in no way to be construed as part of this Master Agreement or as a limitation of the scope of the particular Section to which the heading refers.

## 57. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

## 58. Amendments, Supremacy, Entirety of Master Agreement

No amendment to or modification of this Master Agreement shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Master Agreement shall be subject to the terms of this Master Agreement. Any additional terms within any such Purchase Order, SOW, or other document that contradict the terms of this Master Agreement shall have no force or effect and shall in no way affect, change or modify any of the terms of this Master Agreement. This Master Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

## 59. Severability

If any term or provision of this Master Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Master Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Master Agreement shall be valid and enforced to the fullest extent possible by law.

## 60. Risk of Loss and Insurance

The Purchasing Entity shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Purchasing Entity's possession, except when such loss or damage is due directly to the Purchasing Entity's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the Purchasing Entity.

The insurance required by this Section shall be on such forms, and contain such endorsements and terms, as shall be acceptable to the Lead State. Contractor agrees to purchase extended reporting period coverage for a period of three (3) years for claims that are made (filed) after the cancellation or expiration date of the policy.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Master Agreement, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within twenty (20) Business Days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

Contractor shall provide to Participating Entities the same insurance obligations and documentation as those specified in this section, except the endorsement is provided to the applicable Participating Entity. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement.

### a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to

or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to the Lead State all in an electronic format acceptable to the Lead State prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to the Lead State. Contractor shall provide an annual electronic update of the 3 documents to the Lead State on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

**b. Automobile Liability**

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Master Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Master Agreement, then automobile coverage is not required.

**c. Workers' Compensation and Employer's Liability**

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period, or as otherwise required by the laws of the applicable Participating Entity or Purchasing Entity.

**d. Excess / Umbrella Liability**

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

**e. Information Security Privacy**

Throughout the Term, Contractor shall carry, at Contractor's sole cost and expense, an information security and privacy Insurance policy with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Master Agreement and shall include, but not limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including infringement of copyright, trademark, trade dress, invasion of privacy violations information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

**f. Professional Liability**

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Purchasing Entity.

## **61. Chief Information Officer Approval of Subcontractors**

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Master Agreement without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

## **62. References to Statutes, Public Acts, Regulations, Codes and Executive Orders**

All references in this Master Agreement to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Master Agreement that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Master Agreement, this Master Agreement shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Master Agreement at the time of its execution.

## **63. Large State Contract Representation for Contractor**

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

## **64. Large State Contract Representation for Official or Employee of State Agency**

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

## **65. Reserved.**



### 66. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

|                             |          |                              |
|-----------------------------|----------|------------------------------|
| _____                       |          | _____                        |
| Consultant's Name and Title |          | Name of Firm (if applicable) |
|                             |          |                              |
| _____                       | _____    | _____                        |
| Start Date                  | End Date | Cost                         |

The basic terms of the consulting agreement are:

\_\_\_\_\_

\_\_\_\_\_

Description of services provided:

\_\_\_\_\_

\_\_\_\_\_

Is the consultant a former State employee or former public official?     YES     NO

If YES:    \_\_\_\_\_    \_\_\_\_\_

                    Name of Former State Agency                      Termination Date of Employment

Master Agreement 22PSX0021

The parties are executing this Master Agreement on the date below their respective signatures.

**Sentinel Offender Services, LLC**

BY:

*Dennis Fuller*

Name: Dennis Fuller

Title: Chief Financial Officer  
Duly Authorized

Date: 12/14/2023

**STATE OF CONNECTICUT**

**Department of Administrative Services**

Solely for the purposes of acting in its capacity as the Lead State, thereby enabling states, other entities and the Lead State to contract using this Master Agreement, by executing a Participating Addendum.

BY:

*Mark Raymond*

Name: Mark Raymond

Title: Chief Information Officer  
Duly Authorized

Date: 12/14/2023

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

**I. Scope of Deliverables:**

Contractor Deliverables, all as listed in Exhibit B, Price Schedule, shall include:

1. Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year ("24/7/365").
2. System implementation, integration, configuration, validation and deployment of the Licensed Software within a Hosting Environment and Hosting Services for radio frequency monitoring ("RF"), alcohol monitoring ("AM") and global positioning system ("GPS") satellite monitoring. Contractor shall provide Licensed Software for Purchasing Entity authorized Users.
3. Hardware including bracelet device, ankle device, receiver ("base station" or "beacon"), GPS device and associated accessories.
4. Preventative Maintenance and Support of Hardware:
  - A. For RF, preventative maintenance and support of RF Patrol landline bracelet and landline receiver and RF Patrol cellular bracelet and cellular receiver, including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
  - B. For AM, preventative maintenance and support of Breath Alcohol/Real-Time device and charger, SCRAM Remote Breath Pro and charger, and SCRAM CAM bracelet and CAM wireless base station or CAM landline base station including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
  - C. For GPS satellite monitoring, preventative maintenance, and support of OM Series inclusive of GPS device, charger, backplate, standard reusable strap, 10 pin sets and OM500 and beacon including repair and replacement of hardware in the event of failure resulting from normal wear and tear.
5. Lost, Damaged, Stolen Hardware Surplus Replacement for Lease Option for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 5% annual allowance for lost, damaged or stolen hardware.
6. Surplus Hardware Allowance for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 15% allowance for on-Site spare hardware.
7. Optional increase of on-Site spare hardware allowance to 25% for RF, AM and GPS satellite monitoring:

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

Contractor shall provide Purchasing Entity a 25% allowance for on-Site spare hardware.

- 8.** Optional increase of on-Site spare hardware allowance to 30% for RF, AM and GPS satellite monitoring:

Contractor shall provide Purchasing Entity a 30% allowance for on-Site spare hardware.

- 9.** Optional Direct Offender Billing Service for RF, AM and GPS satellite monitoring:

Contractor shall provide direct offender billing service as instructed by Purchasing Entity.

- 10.** Optional Spot Check Smartphone Check-in and Video Call Service for RF, AM or and GPS satellite monitoring:

**A.** Contractor shall provide Spot Check Smartphone Check-in and Video Call Service based on a minimum of 25 offenders making daily check-ins, weekly interviews and 1 video call to Purchasing Entity User per month as instructed by Purchasing Entity.

**B.** If an offender is serviced under more than one monitoring category, for example, AM and GPS satellite monitoring, Contractor shall only bill Purchasing Entity one time for this service.

- 11.** Optional Random/Scheduled Tracking Services for RF only:

Contractor shall provide ShadowVoice and/or ShadowInteractive Module, ShadowLocate Module, and/or Shadow Interactive Module, ShadowLocate Module and ShadowView Module as instructed by Purchasing Entity.

- 12.** Optional Live Monitoring Services, 24/7/365:

**A.** For RF and AM, Contractor shall provide closed-loop notification, escalating notification, offender curfew and hardware status alert reports by fax or telephone, verbal notification made by Contractor monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender, outbound calls to offenders, outbound calls to both Purchasing Entity and offenders as instructed by Purchasing Entity.

**B.** For GPS satellite monitoring, Contractor shall provide closed-loop notification, escalating notification, offender curfew and hardware status alert reports by fax or telephone, verbal notification made by Contractor monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender, outbound calls to offenders, outbound calls to both Purchasing Entity and offenders and analytics (point pattern analysis,

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

event detection) and victim notification services (manual notification) as instructed by Purchasing Entity.

**13. Optional Direct Offender Billing Service for RF, AM and GPS satellite monitoring:**

Contractor shall provide direct offender billing service as instructed by Purchasing Entity.

**14. Optional Offender Hardware Installation, and Removal Services for RF, AM and GPS satellite monitoring:**

Contractor shall provide offender hardware installation and removal services as instructed by Purchasing Entity.

**15. Optional Offender and Victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program for GPS satellite monitoring only:**

Contractor shall provide OM Series GPS for optional mobile exclusion zone domestic violence program as instructed by Purchasing Entity.

**16. Optional Victim Smartphone Application for GPS satellite monitoring only:**

Contractor shall provide the victim smartphone application as instructed by Purchasing Entity.

**17. Optional Automated Monitoring for Purchased OM500 Device and Purchased Beacon for GPS satellite monitoring only:**

Contractor shall provide automated monitoring for a purchased OM500 device and purchased beacon as instructed by the Purchasing Entity.

**18. System maintenance and support in accordance with Exhibit C, Service Level Agreement and Maintenance and Support.**

**19. Contractor shall deliver a System that must:**

- A.** Be minimally obstructive to offenders' daily lives with Goods, Services and Systems that do not interfere with the offender's ability to seek, including but not limited to, employment or education.
- B.** In real time, restrict offender to the geofenced area(s) established by the Purchasing Entity, which may include but not be limited to, a range of 35 to 150 linear feet of the offender's home and/or residence and be able to report to the Purchasing Entity the location of offender outside any structure and/or building.

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

- C.** In real time, track and record time and collect and store offender GPS location points at a frequency not less than once every minute.
- D.** Comply with Participating Entity's directive and timeline for installing or removing all Goods and/or turning off offender monitoring.
- E.** Incorporate best-in class functionality related to charging capabilities, connectivity flexibility, tampering resistance, offender fit and feel and water resistance as approved by the Purchasing Entity. Contractor shall provide Upgrades as they become available at no additional cost to the Participating Entity.
- F.** Include Goods in new, clean, damage free, and operative order. Contractor shall not propose or deliver as part of any Deliverables remanufactured or refurbished Goods. Goods delivered must comply with the electronic surveillance and/or monitoring standards set by the U.S. Department of Justice, including, without limitation, Goods must be:
  - i.** Able to operate in active, passive and hybrid modes.
  - ii.** Capable of being worn on the offender's ankle.
  - iii.** Water resistant.
  - iv.** Hypoallergenic and not pose a safety risk or hazard to the offender wearing the Good(s).
  - v.** Easily attached to and removed from the offender by Purchasing Entity or Contractor in less than 10 minutes.
  - vi.** Shock-proof.
  - vii.** Connect to the Contractor's System through a cellular network.
  - viii.** Configurable to utilize multiple cellular towers within the Participating Entity and/or Purchasing Entity jurisdiction(s) for optimum offender location tracking service coverage.
  - ix.** Supplied with a rechargeable battery that operates on standard 110-volt household current and can maintain a charge for a minimum of 16 hours.
  - x.** Supplied with the functionality for Participating Entity to communicate with the offender using at least the following capabilities: voice, text, tone, vibration, light and liquid crystal display.

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

- G.** Allow Users of a Purchasing Entity to digitally track, monitor, receive real-time offender violation alert notifications and restrict offender travel within a designated area, as determined by the Purchasing Entity.
- H.** Allow Purchasing Entity to enroll offender pursuant to court order, remove offender from database, modify Purchasing Entity Data, generate reports, add notes, and otherwise perform offender case management activities by fax, email, web-based and/or telephone.
- I.** Generate and make available 24/7/365 offender digital activity reports in a format approved by Purchasing Entity. Offender digital activity reports must include, without limitation:
  - i.** Offender missed calls and/or notifications from the Contractor and/or Purchasing Entity.
  - ii.** Offender non-compliance with Purchasing Entity determined offender curfew(s).
  - iii.** Offender location including inclusion and exclusion zone violations.
  - iv.** Malfunctions of devices used by offender.
  - v.** Offender tampering.
  - vi.** Detection of low power or battery for Goods used by offender.
- J.** Include customizable System notification functionality including immediate and next calendar day notifications via secure email, phone voice message, and cellular text message.
- K.** Include monitoring center(s) with an uninterruptible power supply, located within the continental United States and equipped with redundant internet and telephone connectivity and inventorying of Goods as required by the Purchasing Entity pursuant to the Participating Entity's PA.
- L.** If Contractor is authorized by a Purchasing Entity to invoice offender(s) directly, allow Contractor to establish, in writing with the Purchasing Entity, the fee schedule including but not limited to any late fees incurred by offender(s) for insufficient payment.
- M.** Provide that all monitoring Service(s) are staffed by Contractor Parties and operate continuously, 24/7/365.
- N.** Provide that all Contractor Parties Performing Services shall be Original Equipment Manufacturer ("OEM") trained and shall effectively and

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

efficiently deliver technical assistance to Purchasing Entity and offenders, as applicable.

- O.** Provide that Contractor and Contractor Parties Performing monitoring centers shall be fully trained in the System functionality including the Goods and monitoring services delivered to the Purchasing Entity and used by the offender.
- P.** Comply with all applicable local, state, and federal policies, regulations, and laws including but not limited to; the U.S. Department of Justice, the Federal Communication Commission (“FCC”) and the National Institute of Standards and Technology (“NIST”) including NIST 800-53 or most current NIST directive. Contractor Deliverables shall comply with all new state federal and local regulations, policies and/or laws at no additional expense to the Purchasing Entity.
- Q.** Comply with Purchasing Entity’s requirements for electronic monitoring systems and technology.

**II. Licensing, Permits and Certificates:**

Prior to Performance, Contractor shall obtain, at no additional cost to the Purchasing Entity, all applicable permits, licenses, and certificates. Contractor shall furnish all applicable permits, licenses and/or certificates to the Purchasing Entity upon request.

**III. Needs Assessment:**

Upon Participating Entity’s or Purchasing Entity’s request and prior to the issuance of a PA, SOW and/or Purchase Order, Contractor shall:

- 1.** At no cost, schedule a mutually agreed to date and time to conduct an initial needs assessment (“Needs Assessment Meeting”) to assist a Participating Entity or Purchasing Entity.
- 2.** During the Needs Assessment Meeting, Contractor shall assess and identify Deliverables System needs, to satisfy Participating Entity’s or Purchasing Entity’s need.
- 3.** Upon the completion of the Needs Assessment Meeting, Participating Entity or Purchasing Entity may require Contractor to provide a summary of the Deliverables to be incorporated in the PA or SOW, as applicable.

**IV. SOW Guidelines for Purchasing Entities:**

Unless otherwise required by the Purchasing Entity, the SOW must include, without limitation:

- 1.** Project Objectives: a summary of the Purchasing Entity’s project.



**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

2. Scope of Services: the specific Deliverables, Acceptance Criteria for each Deliverable, Performance Criteria, and Service requirements, as applicable.
3. Deliverable Implementation Schedule: the specific timeline and implementation for each Deliverable.
4. Cost, pursuant to Exhibit B, Price Schedules.
5. Services and associated Deliverables, as identified by Contractor in collaboration with the Purchasing Entity, including but not limited to:

**A. Project Management:**

Tasks within project management may include, but are not limited to:

- i. Project kick-off which may include virtual meetings, meetings in person or both; preparing and distributing kick-off materials, and distribution of any agenda, notes or minutes;
- ii. Business visioning and analysis that includes current and future Purchasing Entity Goods, Services and System needs;
- iii. Project schedule for all tasks and activities;
- iv. Status reporting plan, including daily, weekly, monthly, and ad-hoc reporting in both written and oral formats;
- v. Project resource management plan;
- vi. Project organizational structure;
- vii. Risk management and mitigation plan;
- viii. Issue management plan;
- ix. Deliverables management plan;
- x. Project communication plan;
- xi. Quality management plan;
- xii. Testing strategy and plan that must include testing environments, tools, and a modular testing approach considering transitional operations;
- xiii. Document management plan that must include naming, versioning, and style approved by the Purchasing Entity;

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

- xiv.** Knowledge transfer plan for transferring knowledge base and all project Documentation to Purchasing Entity staff and as applicable, Purchasing Entity's identified stakeholders;
  - xv.** Support Purchasing Entity from project implementation through Go-Live deployment; and
  - xvi.** Other content as Contractor or Purchasing Entity determine to be necessary or appropriate considering the nature of the project.
- B.** Complete System integration, standard or custom, System configuration and System implementation, to include, testing and validating Licensed Software to determine suitability before integration into Purchasing Entity's existing system(s) and infrastructure(s) including, but not limited to:
- i.** Data conversion and migration services.
  - ii.** System solution design, configuration including functional, technical, security, and the integration and interfacing with existing infrastructure(s) and, as applicable, third-party billing systems.
  - iii.** Install, set up, and configure the System in the Hosted Environment.
  - iv.** Quality assurance and quality control services including System Performance, security and maintainability.
  - v.** Pursuant to Exhibit C, User training of System functionality, access and use, and knowledge transfer, including all applicable Documentation and Materials in accordance with the needs of the Purchasing Entity.
  - vi.** Pursuant to Exhibit C, Service Level Agreement and Maintenance and Support, including technical support during the integration project and throughout the Warranty Period.
  - vii.** Project closeout services including, without limitation, post-implementation System support, troubleshooting, System updating and maintenance and support in accordance with Exhibit C Service Level Agreement and Maintenance and Support.
- C.** Hardware and maintenance and support:
- i.** For RF, RF Patrol landline bracelet and landline receiver, or RF Patrol cellular bracelet and cellular receiver and associated maintenance and support.

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT A**  
**DELIVERABLES DOCUMENT**

- ii. For AM, Breath Alcohol/Real-Time device and charger, SCRAM Remote Breath Pro and charger, and SCRAM CAM bracelet and CAM wireless base station or CAM landline base station and associated maintenance and support.
- iii. For GPS satellite monitoring, OM Series inclusive of GPS device, charger, backplate, standard reusable strap, 10 pin sets and OM 500 and beacon and associated maintenance and support.

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT B  
PRICE SCHEDULE**

This Exhibit B Price Schedule includes not to exceed "ceiling" pricing for Contractor for the electronic monitoring service offered. All Contractor costs are included in the prices specified unless otherwise negotiated per Participating Entity's PA. A Participating Entity reserves the right to further negotiate pricing per its PA.

| <b>A. Electronic Monitoring Service Category: RF</b> |  |
|--|--|
| <b>Contractor:</b> Sentinel Offender Services, LLC   | <b>Delivery:</b> As required per Purchasing Entity |

| Item  | Description of Service  | Cost  |                 |                              |       |        |           |        |         |        |           |        |        |        |
|---|---|---|-----------------|------------------------------|-------|--------|-----------|--------|---------|--------|-----------|--------|--------|--------|
| 1   | Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year                                  | Included at no additional cost.   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 2   | System implementation, integration, configuration, UAT and Go-Live deployment   |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 3   | Licensed Software for Purchasing Entity authorized Users  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 4   | Hosted Services   |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 5   | System Training for unlimited Users: <ul style="list-style-type: none"> <li>• Web Based and/or Virtual Training</li> <li>• On-Site</li> </ul> |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 6   | Preventative Maintenance and Support of Hardware  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 7   | Lost, Damaged, Stolen Hardware Surplus Replacement for Lease Option:<br>5% annual allowance for lost, damaged or stolen hardware              |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 8   | Surplus Hardware Allowance:<br>15% allowance for on-Site spare hardware   |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 9   | Optional increase of on-Site spare landline hardware allowance to 25%   | \$0.10 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 10  | Optional increase of on-Site spare landline hardware allowance to 30%   | \$0.20 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 11  | Optional increase of on-Site spare cellular hardware allowance to 25%   | \$0.15 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 12  | Optional increase of on-Site spare cellular hardware allowance to 30%   | \$0.25 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 13  | Optional Spot Check Smartphone Check-in and Video Call Service  | \$1.15 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| <b>14 Optional Random/Scheduled Tracking Services</b> |   |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 14.1  | ShadowVoice   | \$1.20 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 14.2  | ShadowInteractive Module and ShadowLocate Module  | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Number of Users</td> <td style="width: 40%;">Rate per active User per day</td> </tr> <tr> <td>1-300</td> <td>\$0.74</td> </tr> <tr> <td>301-500</td> <td>\$0.72</td> </tr> <tr> <td>501-750</td> <td>\$0.70</td> </tr> <tr> <td>751-1,000</td> <td>\$0.60</td> </tr> <tr> <td>1,001+</td> <td>\$0.49</td> </tr> </table> | Number of Users | Rate per active User per day | 1-300 | \$0.74 | 301-500   | \$0.72 | 501-750 | \$0.70 | 751-1,000 | \$0.60 | 1,001+ | \$0.49 |
| Number of Users                                       | Rate per active User per day  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 1-300   | \$0.74  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 301-500   | \$0.72  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 501-750   | \$0.70  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 751-1,000   | \$0.60  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 1,001+  | \$0.49  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 14.3  | ShadowInteractive Module, ShadowLocate Module and ShadowView Module   | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Number of Users</td> <td style="width: 40%;">Rate per active User per day</td> </tr> <tr> <td>1-500</td> <td>\$0.92</td> </tr> <tr> <td>501-1,000</td> <td>\$0.79</td> </tr> <tr> <td>1,001+</td> <td>\$0.66</td> </tr> </table>   | Number of Users | Rate per active User per day | 1-500 | \$0.92 | 501-1,000 | \$0.79 | 1,001+  | \$0.66 |           |        |        |        |
| Number of Users                                       | Rate per active User per day  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 1-500   | \$0.92  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 501-1,000   | \$0.79  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 1,001+  | \$0.66  |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| <b>15 Optional Live Monitoring Services, 24/7/365</b> |   |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 15.1  | Closed-loop Notification  | \$0.85 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 15.2  | Escalating Notification   | \$0.85 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 15.3  | Offender curfew and hardware status alert reports by fax or telephone   | Included at no additional cost  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 15.4  | Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender                        | \$0.30 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 15.5  | Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender   | \$0.30 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 15.6  | Outbound calls to both Purchasing Entity User and Purchasing Entity authorized offender   | \$0.50 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| <b>16 Optional Contractor Provided Services</b>       |   |   |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 16.1  | Direct Offender Billing Service   | \$1.50 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |
| 16.2  | Offender Hardware Installation and Removal Service  | \$3.00 per active unit per day  |                 |                              |       |        |           |        |         |        |           |        |        |        |

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT B  
PRICE SCHEDULE**

| <b>Hardware Purchase Options:</b> |   |                 |  |                                    |                           |                   |
|-----------------------------------|---|-----------------|--|------------------------------------|---------------------------|-------------------|
| Item                              | Model Description                                 | Number of Units | RF Patrol Landline including Bracelet and Landline Receiver Purchase (per kit) | Daily Rate Per Active Unit Per Day | Replacement Cost Per Unit |                   |
|                                   |   |                 |  | Landline Monitoring Service        | Bracelet                  | Landline Receiver |
| 1                                 | RF Patrol Landline Bracelet and Landline Receiver | 1 - 100         | \$800.00   | \$0.68                             | \$250.00                  | \$500.00          |
|                                   |   | 101 - 250       | \$784.00   | \$0.66                             | \$250.00                  | \$500.00          |
|                                   |   | 251 - 500       | \$760.00   | \$0.62                             | \$250.00                  | \$500.00          |
|                                   |   | 501 - 1,000     | \$720.00   | \$0.59                             | \$250.00                  | \$500.00          |
|                                   |   | 1,001 - 2,000   | \$680.00   | \$0.58                             | \$250.00                  | \$500.00          |
|                                   |   | 2,001 - 3,500   | \$680.00   | \$0.57                             | \$250.00                  | \$500.00          |
|                                   |   | 3,501+          | \$680.00   | \$0.55                             | \$250.00                  | \$500.00          |

| Item | Model Description                        | Number of Units | RF Patrol Cellular including Bracelet and Cellular Receiver Purchase (per kit) | Daily Rate Per Active Unit Per Day | Replacement Cost Per Unit |                   |
|------|--|-----------------|--|------------------------------------|---------------------------|-------------------|
|      |  |                 |  | Cellular Monitoring Service        | Bracelet                  | Cellular Receiver |
| 2    | RF Patrol Cellular and Cellular Receiver | 1 - 100         | \$950.00   | \$0.48                             | \$250.00                  | \$800.00          |
|      |  | 101 - 250       | \$931.00   | \$0.44                             | \$250.00                  | \$800.00          |
|      |  | 251 - 500       | \$902.50   | \$0.42                             | \$250.00                  | \$800.00          |
|      |  | 501 - 1,000     | \$855.00   | \$0.36                             | \$250.00                  | \$800.00          |
|      |  | 1,001 - 2,000   | \$807.50   | \$0.34                             | \$250.00                  | \$800.00          |
|      |  | 2,001 - 3,500   | \$807.50   | \$0.32                             | \$250.00                  | \$800.00          |
|      |  | 3,501+          | \$807.50   | \$0.30                             | \$250.00                  | \$800.00          |

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT B  
PRICE SCHEDULE**

| <b>Hardware Lease Options:</b> |  |                        |   |                                  |                          |
|--------------------------------|--|------------------------|---|----------------------------------|--------------------------|
| <b>Item</b>                    | <b>Model Description</b>                                 | <b>Number of Units</b> | <b>Daily Rate Per Active Unit Per Day</b>   | <b>Replacement Cost Per Unit</b> |                          |
|                                |  |                        | <b>RF Patrol Landline including Bracelet, Landline Receiver Lease and Landline Monitoring Service</b> | <b>Bracelet</b>                  | <b>Landline Receiver</b> |
| <b>1</b>                       | <b>RF Patrol Landline Bracelet and Landline Receiver</b> | 1 - 100                | \$1.68  | \$250.00                         | \$500.00                 |
|                                |  | 101 - 250              | \$1.66  | \$250.00                         | \$500.00                 |
|                                |  | 251 - 500              | \$1.62  | \$250.00                         | \$500.00                 |
|                                |  | 501 - 1,000            | \$1.59  | \$250.00                         | \$500.00                 |
|                                |  | 1,001 - 2,000          | \$1.58  | \$250.00                         | \$500.00                 |
|                                |  | 2,001 - 3,500          | \$1.57  | \$250.00                         | \$500.00                 |
|                                |  | 3,501+                 | \$1.55  | \$250.00                         | \$500.00                 |

| <b>Item</b> | <b>Model Description</b>                                 | <b>Number of Units</b> | <b>Daily Rate Per Active Unit Per Day</b>   | <b>Replacement Cost Per Unit</b> |                          |
|-------------|--|------------------------|---|----------------------------------|--------------------------|
|             |  |                        | <b>RF Patrol Cellular including Bracelet, Cellular Receiver Lease and Cellular Monitoring Service</b> | <b>Bracelet</b>                  | <b>Cellular Receiver</b> |
| <b>2</b>    | <b>RF Patrol Cellular Bracelet and Cellular Receiver</b> | 1 - 100                | \$2.48  | \$250.00                         | \$800.00                 |
|             |  | 101 - 250              | \$2.44  | \$250.00                         | \$800.00                 |
|             |  | 251 - 500              | \$2.42  | \$250.00                         | \$800.00                 |
|             |  | 501 - 1,000            | \$2.36  | \$250.00                         | \$800.00                 |
|             |  | 1,001 - 2,000          | \$2.34  | \$250.00                         | \$800.00                 |
|             |  | 2,001 - 3,500          | \$2.32  | \$250.00                         | \$800.00                 |
|             |  | 3,501+                 | \$2.30  | \$250.00                         | \$800.00                 |

## B. Electronic Monitoring Service Category: AM

|  |  |
|--|--|
| <b>Contractor:</b> Sentinel Offender Services, LLC | <b>Delivery:</b> As required per Purchasing Entity |
|--|--|

| Item | Description of Service  | Cost                            |                                |
|------|---|---------------------------------|--------------------------------|
| 1    | Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year                              | Included at no additional cost. |                                |
| 2    | System implementation, integration, configuration, UAT and Go-Live deployment   |                                 |                                |
| 3    | Licensed Software for Users   |                                 |                                |
| 4    | Hosted Services   |                                 |                                |
| 5    | System Training for unlimited Users: <ul style="list-style-type: none"> <li>Web Based and/or Virtual Training</li> <li>On-Site</li> </ul> |                                 |                                |
| 6    | Preventative Maintenance and Support of Hardware  |                                 |                                |
| 7    | Surplus Hardware Allowance:<br>5% annual allowance for lost, damaged or stolen hardware   |                                 |                                |
| 8    | Surplus Hardware Allowance:<br>15% allowance for on-Site spare hardware   |                                 |                                |
| 9    | Optional increase of on-Site spare hardware allowance to 25%  |                                 | \$0.15 per active unit per day |
| 10   | Optional increase of on-Site spare hardware allowance to 30%  |                                 | \$0.20 per active unit per day |
| 11   | Optional Spot Check Smartphone Check-in and Video Call Service  | \$1.15 per active unit per day  |                                |
| 12   | Optional Live Monitoring Services, 24/7/365   |                                 |                                |
| 12.1 | Closed-loop Notification  | \$0.85 per active unit per day  |                                |
| 12.2 | Escalating Notification   | \$0.85 per active unit per day  |                                |
| 12.3 | Offender curfew and hardware status alert reports by fax or telephone   | Included at no additional cost  |                                |
| 12.4 | Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender                    | \$0.30 per active unit per day  |                                |
| 12.5 | Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender   | \$0.30 per active unit per day  |                                |
| 12.6 | Outbound calls to both Purchasing Entity User and Purchasing Entity authorized offender   | \$0.50 per active unit per day  |                                |
| 13   | Optional Contractor Provided Services   |                                 |                                |
| 13.1 | Direct Offender Billing Service   | \$1.50 per active unit per day  |                                |
| 13.2 | Offender Hardware Installation and Removal Service  | \$3.00 per active unit per day  |                                |

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT B  
PRICE SCHEDULE**

| <b>Hardware Purchase Options:</b> |  |                 |   |                                    |                                 |                           |  |
|-----------------------------------|--|-----------------|---|------------------------------------|---------------------------------|---------------------------|--|
| Item                              | Model Description                            | Number of Units | Breath Alcohol/Real-Time Device, and Charger Purchase (per kit) | Daily Rate Per Active Unit Per Day |                                 | Replacement Cost Per Unit |  |
|                                   |  |                 |   | Cellular Monitoring Service        | Breath Alcohol/Real-Time Device | Charger                   |  |
| 1                                 | Breath Alcohol/Real-Time Device, and Charger | 1 - 50          | \$825.00  | \$2.05                             | \$600.00                        | \$25.00                   |  |
|                                   |  | 51 - 150        | \$808.50  | \$2.00                             | \$600.00                        | \$25.00                   |  |
|                                   |  | 151 - 300       | \$783.75  | \$1.90                             | \$600.00                        | \$25.00                   |  |
|                                   |  | 301+            | \$742.50  | \$1.87                             | \$600.00                        | \$25.00                   |  |

| Item | Model Description                    | Number of Units | SCRAM Remote Breath Pro, and Charger Purchase (per unit) | Daily Rate Per Active Unit Per Day |                   | Replacement Cost Per Unit |  |
|------|--------------------------------------|-----------------|--|------------------------------------|-------------------|---------------------------|--|
|      |                                      |                 |  | Cellular Monitoring Service        | Remote Breath Pro | Charger                   |  |
| 2    | SCRAM Remote Breath Pro, and Charger | 1 - 50          | \$950.00   | \$2.35                             | \$675.00          | \$25.00                   |  |
|      |                                      | 51 - 150        | \$931.00   | \$2.30                             | \$675.00          | \$25.00                   |  |
|      |                                      | 151 - 300       | \$902.50   | \$2.25                             | \$675.00          | \$25.00                   |  |
|      |                                      | 301+            | \$855.00   | \$2.20                             | \$675.00          | \$25.00                   |  |

| Item | Model Description   | Number of Units | SCRAM CAM Bracelet and CAM Wireless Base Station Purchase (Per Kit) | SCRAM CAM Bracelet and CAM Landline Base Station Purchase (Per Kit) | Daily Rate Per Active Unit Per Day |                             | Replacement Cost Per Unit |                           |                           |
|------|---|-----------------|---|---|------------------------------------|-----------------------------|---------------------------|---------------------------|---------------------------|
|      |   |                 |   |   | Cellular Monitoring Service        | Landline Monitoring Service | SCRAM CAM Bracelet        | CAM Wireless Base Station | CAM Landline Base Station |
| 3    | SCRAM CAM Bracelet and CAM Wireless Base Station or CAM Landline Base Station | 1 - 50          | \$1,400.00  | \$1,325.00  | \$4.74                             | \$4.49                      | \$600.00                  | \$700.00                  | \$600.00                  |
|      |   | 51 - 150        | \$1,372.00  | \$1,298.50  | \$4.69                             | \$4.44                      | \$600.00                  | \$700.00                  | \$600.00                  |
|      |   | 151 - 300       | \$1,330.00  | \$1,258.75  | \$4.63                             | \$4.38                      | \$600.00                  | \$700.00                  | \$600.00                  |
|      |   | 301+            | \$1,330.00  | \$1,258.75  | \$4.34                             | \$3.89                      | \$600.00                  | \$700.00                  | \$600.00                  |



**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT B  
PRICE SCHEDULE**

| <b>Hardware Lease Options:</b> |  |                 |  |                                 |                           |  |
|--------------------------------|--|-----------------|--|---------------------------------|---------------------------|--|
| Item                           | Model Description                            | Number of Units | Daily Rate Per Active Unit Per Day   |                                 | Replacement Cost Per Unit |  |
|                                |  |                 | Breath Alcohol/Real-Time Device, and Charger Lease and Cellular Monitoring Service | Breath Alcohol/Real-Time Device | Charger                   |  |
| 1                              | Breath Alcohol/Real-Time Device, and Charger | 1 - 50          | \$4.05   | \$600.00                        | \$25.00                   |  |
|                                |  | 51 - 150        | \$4.00   | \$600.00                        | \$25.00                   |  |
|                                |  | 151 - 300       | \$3.90   | \$600.00                        | \$25.00                   |  |
|                                |  | 301+            | \$3.87   | \$600.00                        | \$25.00                   |  |

| Item | Model Description                    | Number of Units | Daily Rate Per Active Unit Per Day   |                   | Replacement Cost Per Unit |  |
|------|--------------------------------------|-----------------|--|-------------------|---------------------------|--|
|      |                                      |                 | SCRAM Remote Breath Pro, Cellular Receiver and Charger Lease and Cellular Monitoring Service | Remote Breath Pro | Charger                   |  |
| 2    | SCRAM Remote Breath Pro, and Charger | 1 - 50          | \$4.35   | \$675.00          | \$25.00                   |  |
|      |                                      | 51 - 150        | \$4.30   | \$675.00          | \$25.00                   |  |
|      |                                      | 151 - 300       | \$4.25   | \$675.00          | \$25.00                   |  |
|      |                                      | 301+            | \$4.20   | \$675.00          | \$25.00                   |  |

| Item | Model Description   | Number of Units | Daily Rate Per Active Unit Per Day   |  | Replacement Cost Per Unit |                           |                           |
|------|---|-----------------|--|--|---------------------------|---------------------------|---------------------------|
|      |   |                 | SCRAM CAM Bracelet and CAM Wireless Base Station Lease and Cellular Monitoring Service | SCRAM CAM Bracelet and CAM Landline Base Station Lease and Landline Monitoring Service | SCRAM CAM Bracelet        | CAM Wireless Base Station | CAM Landline Base Station |
| 3    | SCRAM CAM Bracelet and CAM Wireless Base Station or CAM Landline Base Station | 1 - 50          | \$8.74   | \$7.49   | \$600.00                  | \$700.00                  | \$600.00                  |
|      |   | 51 - 150        | \$8.69   | \$7.44   | \$600.00                  | \$700.00                  | \$600.00                  |
|      |   | 151 - 300       | \$8.63   | \$7.38   | \$600.00                  | \$700.00                  | \$600.00                  |
|      |   | 301+            | \$8.34   | \$6.89   | \$600.00                  | \$700.00                  | \$600.00                  |

## C. Electronic Monitoring Service Category: GPS Satellite Monitoring

**Contractor:** Sentinel Offender Services, LLC

**Delivery:** As required per Purchasing Entity

| Item | Description of Service  | Cost                            |
|------|---|---------------------------------|
| 1    | Real time electronic monitoring of home confinement 24 hours per day, 7 days per week, and 365 days per year                              | Included at no additional cost. |
| 2    | System implementation, integration, configuration, UAT and Go-Live deployment   |                                 |
| 3    | Licensed Software for Purchasing Entity authorized Users  |                                 |
| 4    | Hosted Services   |                                 |
| 5    | System Training for unlimited Users: <ul style="list-style-type: none"> <li>Web Based and/or Virtual Training</li> <li>On-Site</li> </ul> |                                 |
| 6    | Preventative Maintenance and Support of Hardware  |                                 |
| 7    | Surplus Hardware Allowance:<br>5% annual allowance for lost, damaged or stolen hardware   |                                 |
| 8    | Surplus Hardware Allowance:<br>15% allowance for on-Site spare hardware   |                                 |
| 9    | Optional offender OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program  | \$5.50 per active unit per day  |
| 10   | Optional victim OM Series GPS for Optional Mobile Exclusion Zone Domestic Violence Program  | \$5.50 per active unit per day  |
| 11   | Optional Victim Smartphone Application  | \$2.00 per active unit per day  |
| 12   | Optional automated monitoring for purchased OM 500 Device   | \$1.25 per active unit per day  |
| 13   | Optional automated monitoring for purchased beacon  | Included at no additional cost  |
| 14   | Optional increase of on-Site spare hardware allowance to 25%  | \$0.15 per active unit per day  |
| 15   | Optional increase of on-Site spare hardware allowance to 30%  | \$0.25 per active unit per day  |
| 16   | Optional Spot Check Smartphone Check-in and Video Call Service  | \$1.15 per active unit per day  |
| 17   | Optional Live Monitoring Services, 24/7/365   |                                 |
| 17.1 | Closed-loop Notification  | \$0.85 per active unit per day  |
| 17.2 | Escalating Notification   | \$0.85 per active unit per day  |
| 17.3 | Offender curfew and hardware status alert reports by fax or telephone   | Included at no additional cost  |
| 17.4 | Verbal notification made by monitoring center staff to Purchasing Entity User or Purchasing Entity authorized offender                    | \$0.30 per active unit per day  |
| 17.5 | Analytics (Point Pattern Analysis, Event Detection)   | \$0.35 per active unit per day  |
| 17.6 | Victim Notification Services (Manual Notification)  | \$1.00 per active unit per day  |
| 17.7 | Outbound Calls to Purchasing Entity User or Purchasing Entity authorized offender   | \$0.30 per active unit per day  |
| 17.8 | Outbound calls to both Purchasing Entity User(s) and Purchasing Entity authorized offender  | \$0.50 per active unit per day  |
| 18   | Optional Contractor Provided Services   |                                 |
| 18.1 | Direct Offender Billing Service   | \$1.50 per active unit per day  |
| 18.2 | Offender Hardware Installation and Removal Service  | \$3.00 per active unit per day  |

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT B  
PRICE SCHEDULE**

| Hardware Purchase Option: |  |                 |   |                                       |                                    |                                 |                                |                           |         |                         |                                       |
|---------------------------|--|-----------------|---|---------------------------------------|------------------------------------|---------------------------------|--------------------------------|---------------------------|---------|-------------------------|---------------------------------------|
| Item                      | Model Description  | Number of Units | OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets Purchase Price (Per Kit) | Optional Cut Resistant Reusable Strap | Daily Rate Per Active Unit Per Day |                                 |                                | Replacement Cost Per Unit |         |                         |                                       |
|                           |  |                 |   |                                       | Active Monitoring Service Mode     | Passive Monitoring Service Mode | Hybrid Monitoring Service Mode | GPS Device                | Charger | Standard Reusable Strap | Optional Cut-Resistant Reusable Strap |
| 1                         | OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets | 1 - 100         | \$995.00  | \$39.00                               | \$0.90                             | \$0.85                          | \$0.87                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                           |  | 101 - 250       | \$975.10  | \$39.00                               | \$0.85                             | \$0.80                          | \$0.82                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                           |  | 251 - 500       | \$945.25  | \$39.00                               | \$0.80                             | \$0.75                          | \$0.77                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                           |  | 501 - 1,000     | \$895.50  | \$39.00                               | \$0.60                             | \$0.56                          | \$0.58                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                           |  | 1,001 - 2,000   | \$845.75  | \$39.00                               | \$0.45                             | \$0.41                          | \$0.43                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                           |  | 2,001 - 3,500   | \$845.75  | \$39.00                               | \$0.25                             | \$0.21                          | \$0.23                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                           |  | 3,501+          | \$845.75  | \$39.00                               | \$0.21                             | \$0.17                          | \$0.19                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |

| Item | Model Description               | Number of Units | OM500 and Beacon Purchase Price (Per Unit) | Beacon Only Purchase Option (Per Unit) | Optional Cut Resistant Reusable Strap | Daily Rate Per Active Unit Per Day |                                 |                                | Replacement Cost Per Unit |          |         |                         |                                       |
|------|---------------------------------|-----------------|--|--|---------------------------------------|------------------------------------|---------------------------------|--------------------------------|---------------------------|----------|---------|-------------------------|---------------------------------------|
|      |                                 |                 |  |  |                                       | Active Monitoring Service Mode     | Passive Monitoring Service Mode | Hybrid Monitoring Service Mode | GPS Device                | Beacon   | Charger | Standard Reusable Strap | Optional Cut-Resistant Reusable Strap |
| 2    | OM500 and Beacon or Beacon Only | 1 - 100         | \$995.00                                   | \$350.00                               | \$39.00                               | \$0.90                             | \$0.85                          | \$0.87                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 101 - 250       | \$975.10                                   | \$332.50                               | \$39.00                               | \$0.85                             | \$0.80                          | \$0.82                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 251 - 500       | \$945.25                                   | \$332.50                               | \$39.00                               | \$0.80                             | \$0.75                          | \$0.77                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 501 - 1,000     | \$895.50                                   | \$332.50                               | \$39.00                               | \$0.60                             | \$0.56                          | \$0.58                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 1,001 - 2,000   | \$845.75                                   | \$332.50                               | \$39.00                               | \$0.45                             | \$0.41                          | \$0.43                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 2,001 - 3,500   | \$796.00                                   | \$332.50                               | \$39.00                               | \$0.25                             | \$0.21                          | \$0.23                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 3,501+          | \$746.25                                   | \$332.50                               | \$39.00                               | \$0.21                             | \$0.17                          | \$0.19                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT B  
PRICE SCHEDULE**

| Hardware Lease Option: |  |                 |   |  |                                    |                                 |                                |                           |         |                         |                                       |
|------------------------|--|-----------------|---|--|------------------------------------|---------------------------------|--------------------------------|---------------------------|---------|-------------------------|---------------------------------------|
| Item                   | Model Description  | Number of Units | OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets Lease (Per Unit) | Optional Cut Resistant Reusable Strap for Purchase (not included in lease price) | Daily Rate Per Active Unit Per Day |                                 |                                | Replacement Cost Per Unit |         |                         |                                       |
|                        |  |                 |   |  | Active Monitoring Service Mode     | Passive Monitoring Service Mode | Hybrid Monitoring Service Mode | GPS Device                | Charger | Standard Reusable Strap | Optional Cut-Resistant Reusable Strap |
| 1                      | OM Series inclusive of GPS Device, Charger, Backplate, Standard Reusable Strap and ten (10) Pin Sets | 1 - 100         | \$2.00  | \$39.00  | \$0.90                             | \$0.85                          | \$0.87                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                        |  | 101 - 250       | \$2.00  | \$39.00  | \$0.85                             | \$0.80                          | \$0.82                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                        |  | 251 - 500       | \$2.00  | \$39.00  | \$0.80                             | \$0.75                          | \$0.77                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                        |  | 501 - 1,000     | \$2.00  | \$39.00  | \$0.60                             | \$0.56                          | \$0.58                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                        |  | 1,001 - 2,000   | \$2.00  | \$39.00  | \$0.45                             | \$0.41                          | \$0.43                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                        |  | 2,001 - 3,500   | \$2.00  | \$39.00  | \$0.25                             | \$0.21                          | \$0.23                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |
|                        |  | 3,501+          | \$2.00  | \$39.00  | \$0.21                             | \$0.17                          | \$0.19                         | \$550.00                  | \$45.00 | \$25.00                 | \$39.00                               |

| Item | Model Description               | Number of Units | OM500 and Beacon Lease (Per Unit) | Optional Cut Resistant Reusable Strap for Purchase (not included in lease price) | Daily Rate Per Active Unit Per Day |                                 |                                | Replacement Cost Per Unit |          |         |                         |                                       |
|------|---------------------------------|-----------------|-----------------------------------|--|------------------------------------|---------------------------------|--------------------------------|---------------------------|----------|---------|-------------------------|---------------------------------------|
|      |                                 |                 |                                   |  | Active Monitoring Service Mode     | Passive Monitoring Service Mode | Hybrid Monitoring Service Mode | GPS Device                | Beacon   | Charger | Standard Reusable Strap | Optional Cut-Resistant Reusable Strap |
| 2    | OM500 and Beacon or Beacon Only | 1 - 100         | \$2.45                            | \$39.00  | \$0.90                             | \$0.85                          | \$0.87                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 101 - 250       | \$2.45                            | \$39.00  | \$0.85                             | \$0.80                          | \$0.82                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 251 - 500       | \$2.45                            | \$39.00  | \$0.80                             | \$0.75                          | \$0.77                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 501 - 1,000     | \$2.45                            | \$39.00  | \$0.60                             | \$0.56                          | \$0.58                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 1,001 - 2,000   | \$2.45                            | \$39.00  | \$0.45                             | \$0.41                          | \$0.43                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 2,001 - 3,500   | \$2.45                            | \$39.00  | \$0.25                             | \$0.21                          | \$0.23                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |
|      |                                 | 3,501+          | \$2.45                            | \$39.00  | \$0.21                             | \$0.17                          | \$0.19                         | \$550.00                  | \$250.00 | \$45.00 | \$25.00                 | \$39.00                               |

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

**I. System Availability:**

Throughout the Term and at all times in connection with its actual or required Performance under the Master Agreement and applicable PA, Contractor shall:

1. Provide System Availability (defined below) at least 99.999% of the Available-Time-per-Month as measured over the course of each calendar month, 24 hours per day, 7 days per week.

**2. Calculation:**

The 99.999% required System Availability (Computed % Availability) (exclusive of Excluded Unavailability, as defined below) during any calendar month of productive Purchasing Entity use is computed as follows:

$$\text{Computed \% Reliability} = \frac{(\text{Available-Time-per-Month}) - (\text{Downtime-per-Month})}{(\text{Available-Time-per-Month})}$$

“Available-Time-per-Month” is equated to 24 hours times the number of days in the month. Downtime-per-Month is equated to those minutes of Available-Time-per-Month during which the Purchasing Entity or any specific site does not have System Availability.

EXAMPLE:

Given: Available-Time-per-Month was 720 hours.  
Downtime per-Month was 3.60 hours.

$$\text{Then: Computed \% Reliability} = \frac{(720 - 3.60)}{720} = 99.5\%$$

**3. Definitions:**

**A. System Availability** means the amount of time that the Hosted Services meet the System Reliability standards in I 7 below and are available and operable for access and use by Purchasing Entity and its Users in accordance with the Master Agreement.

**B. Excluded Unavailability** means the amount of time that (1) the System is scheduled for downtime, subject to Section I 5 below and (2) there is no System Availability due to (a) the negligent act or omission of Purchasing Entity or anyone accessing the System through Purchasing Entity or (b) a Force Majeure Event

4. Downtime-per-Month must not exceed .001% of the time in any calendar month.

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

**5. Scheduled Downtime:**

Contractor shall notify Purchasing Entity at least 3 Business Days in advance of any scheduled downtime of the System, in whole or in part. Such scheduled downtime must (1) last no longer than 60 minutes per calendar month; (2) be pre-approved by Purchasing Entity; and (3) be scheduled on a weekend day, the specific date and time to be determined by Purchasing Entity, unless otherwise agreed to by Purchasing Entity.

Purchasing Entity acknowledges that large System Improvements, Upgrades, or Updates will take longer than the allotted 60 minutes per calendar month of cumulative downtime. The parties will mutually agree on the date and time that large System Improvements, Upgrades, or Updates will take place. Contractor will inform Purchasing Entity of the amount of time expected for such implementation. Purchasing Entity shall waive the cumulative downtime allotment for System Improvements, Updates or Upgrades on a case by case basis, provided that the parties shall agree to a substitute downtime allotment for that System Improvement, Upgrade or Update. To the extent downtime for a System Improvement, Upgrade or Update exceeds a substituted time such excess will count toward 60 minute cumulative downtime allotment.

**6. System Availability Reports:**

Contractor shall provide Purchasing Entity with the following reports, in electronic form, or such other form as Purchasing Entity may approve in writing:

- A.** A daily report describing the System Availability and performance of the Hosted Services during the previous 24-hour calendar day as compared to the System Availability requirement.
- B.** A weekly report describing the System Availability and performance of the Hosted Services during the previous 7 calendar days as compared to the System Availability requirement. The weekly report must be available every Monday at 10:00 am Eastern Standard Time, and must include the previous 7 calendar days (Monday through Sunday). The reportable week shall begin at 12 am Eastern Standard Time, and end midnight (12 pm) Sunday of that calendar week.
- C.** A monthly report describing the System Availability and performance of the Hosted Services during the calendar month as compared to the System Availability requirement. The monthly report must be available 10 Business Days following the last day of the previous month and must include all of the calendar days of that reportable month. The reportable month will start at 12:00 am, EST on the first day of the calendar month and end on 11:59 pm, EST of the last day of the calendar month.
- D.** A report shall also include, at minimum:
  - i.** Actual performance of the Hosted Services relative to the System Availability requirement.

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

- ii. If performance of Hosted Services has failed in any respect to meet or exceed the System Availability requirement during the reporting period, a description in sufficient detail to inform Purchasing Entity of the cause of such failure, the length of the failure and the corrective actions the Contractor has taken to ensure that the System Availability requirements are fully met. Any such failure to meet the 99.999% System Availability requirement shall be subject to Section III, System Performance, Non-Compliance in this Exhibit C.
- iii. Notwithstanding the Contractor's obligation to provide System Availability reports, Contractor shall give Purchasing Entity access to the System Availability performance data which access will allow Purchasing Entity to independently generate reports utilizing search parameters acceptable to Purchasing Entity.

**7. System Reliability:**

The reliability, at any point in time, of the System shall be determined by the System's operational capability for productive Purchasing Entity use as configured, hosted, and installed, as applicable within the specified operating environment.

**II. Redundant Hosting and Data Back Up**

**1. Redundant Hosting:**

- A. Contractor shall simultaneously operate 2 co-located systems in geographically separate locations: (1) Primary Production mirrored (Primary System) site and (2) Secondary Disaster Recovery ("DR") site within the continental United States. The DR site shall be geographically remote from the Primary System site on which the Licensed Software and Services are hosted. The Primary System site shall include redundant servers within the Hosting Environment and one hundred (100%) percent of the System workload. In addition to the separate locations, the DR site will be a replica of the Primary System and identical in all respects to the Primary System site and able to function independently of the Primary System site.
- B. Contractor shall operate, monitor and maintain the DR site so that it is configured to replace the functionality of the Primary System site within 30 minutes of any failure of the Primary System site.
- C. In the event the Primary System site is unavailable, the DR site will support all production activity, immediately.
- D. In the event the DR site becomes unavailable, the Primary System site will continue as the primary production site without interruption and a replacement DR site must be made available within 24 hours, except for a Force Majeure Event.

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

E. Contractor shall guarantee a recovery time objective and recovery point objective of not more than 30 minutes.

**2. Data Backup**

Contractor shall conduct or cause to be conducted, automated daily and weekly back-ups of Confidential Information and all System data.

**III. System Performance, Non-Compliance:**

**1. System Unavailability:**

A. Contractor shall provide System Availability as provided in Section I of this Exhibit C. For every hour or part of an hour starting with minute 1 immediately after the 30 minutes of failure to provide System Availability, Contractor shall incur a charge of \$10,000.00 until System Availability is restored. Partial hours shall be prorated to the nearest 1/2 hour. The charge imposed on Contractor under Section III 1.A of this Exhibit C will be paid by the Contractor to the Purchasing Entity within 30 days of invoicing.

B. If Purchasing Entity terminates its Purchase Order or SOW, as applicable prior to the payment of the charge, then Contractor shall pay Purchasing Entity the amount of the service level owed for System unavailability or noncompliance within 30 days of Purchasing Entity's written notice to Contractor.

**2. System Accuracy:**

Contractor shall conduct an annual performance test to assess System accuracy levels. Purchasing Entity shall use the first annual performance test set and test results as the initial baseline. The test set will include all Confidential Information of a subset of one database on both the primary and secondary data center.

**IV. System Training:**

At a minimum, Contractor shall provide the following for each Purchasing Entity:

**1. Web Based and/or Virtual Training, no additional cost:**

A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.

B. Training materials in a digital format unless otherwise specified by Purchasing Entity.

**2. On-Site Training, no additional cost:**

A. For an unlimited number of Purchasing Entity authorized User(s) scheduled at a frequency and duration as determined by Purchasing Entity. Unless otherwise



**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

instructed by a Purchasing Entity, Contractor shall provide training within 10 Business Days of written request.

- B.** Training materials in a digital format unless otherwise specified by Purchasing Entity.

**3. Unlimited Access to Contractor's Online Resources, no additional cost:**

Digital user manuals for Purchasing Entity and offender, as applicable and/or as requested by Purchasing Entity, including unlimited access to online resources.

**V. System Maintenance and Support:**

**1. Maintenance:**

- A.** Contractor shall provide Purchasing Entity with System maintenance and support, including, but not limited to, Upgrades, Updates, Improvements and technical support of all products and services, including ongoing unlimited telephone technical support, problem identification, escalation and resolution.
- B.** Contractor System maintenance shall also include the following:
  - i.** Maintenance of the System so that it operates in conformity with the Master Agreement and Purchasing Entity's PA.
  - ii.** Detection and correction of System errors pursuant to the Master Agreement and Purchasing Entity's PA.
  - iii.** Hardware and electronic monitoring device maintenance services including, but not limited to routine inspection of all hardware and electronic monitoring devices, as applicable, to identify replacement needs, implementation of additional hardware and electronic monitoring devices as necessary to maintain Purchasing Entity Data and proactive preventative maintenance to ensure proper operation. Offender lost or damage to electronic monitoring devices, as determined between Contractor and Purchasing Entity, to be billed in accordance with Exhibit B, Price Schedule.
  - iv.** System database maintenance, with regular database activities including daily backups, table re-organizations, database statistics, data security, data import/export functionality.
  - v.** All services necessary to maintain the 99.999% System Availability.
  - vi.** Meeting with Purchasing Entity on a monthly basis, unless otherwise specified by Purchasing Entity, to discuss Licensed Software implementation, Upgrades, Updates and Improvements, Hosted Environment, Hosted Services, System maintenance and help desk requests received, change control for hardware or software implementation, and planned and unplanned outages that occurred since the last scheduled status meeting.

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT C  
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

- vii. Purchasing Entity read and report access to Contractor’s help desk portal, enabling Purchasing Entity to track and report on all production issues.

**2. On-Going Support:**

Contractor shall provide on-going support 24 hours per day, 7 days per week, 365 days per year (“24/7/365”) at no additional cost, pursuant to the Maintenance and Support table below. Contractor shall monitor all nightly batch processes and provide Purchasing Entity with an immediate response, including escalation as appropriate, in the case of a failure.

| <b>Maintenance and Support Table</b>              |                     |
|---|---------------------|
| <b>Software Support</b>                           | <b>24 / 7 / 365</b> |
| Unlimited Telephone Technical Support             | √                   |
| One Hour Telephone Response Time                  | √                   |
| Remote Dial-in Analysis                           | √                   |
| Licensed Software Standard Release – Improvements | √                   |
| Licensed Software Supplemental Releases           | √                   |
| Automatic Call Escalation                         | √                   |
| Licensed Software Customer Alert Bulletins        | √                   |

| <b>Hardware Support</b>                     | <b>24 / 7 / 365</b> |
|---|---------------------|
| On-Site Response                            | √                   |
| On-Site Corrective Maintenance              | √                   |
| On-Site Replacement, including devices      | √                   |
| Preventive Maintenance                      | √                   |
| Escalation Support                          | √                   |
| Hardware Service Reporting                  | √                   |
| Hardware Customer Alert Bulletins           | √                   |
| Annual Diagnostic Review                    | √                   |
| Replacement of Backend Components as Needed | √                   |

**3. Help Desk and Service Request Support:**

Contractor shall provide a toll-free telephone number and email address which Purchasing Entity can use to report technical System issues or requests for Service. The toll free telephone number will be a direct contact line to Contractor support or help desk.

Contractor help desk shall:

- A.** Provide knowledgeable and trained personnel to answer and resolve System

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

support and technical problems. The help desk personnel shall be able to answer “how to” type questions about the System as well as questions about hardware, software, security and internet setting configurations.

- B.** Provide Contractor Parties dispatched by Contractor to assist with issues requiring same day, on-Site support.
- C.** Provide a Frequently Asked Questions (FAQ) list for the resolution of common issues.
- D.** Respond to the Purchasing Entity caller with a resolution or escalation strategy within 60 minutes.
- E.** If support help desk personnel are unable to reach the Purchasing Entity by telephone, the help desk personnel shall leave a voice message for the Purchasing Entity caller and indicate help desk personnel name, time called, and description of how to return the call to obtain further assistance. This voice mail will be immediately followed up by an email to both the Purchasing Entity caller and the Purchasing Entity caller’s supervisor with the same information as specified in the voice mail. Help desk personnel shall continue, on a daily basis or other basis agreed upon between Purchasing Entity and Contractor, to update Purchasing Entity on the status of the help desk request.
- F.** Maintain a log of all help desk calls and document complaints, issues and requests reported to the help desk until such time as Purchasing Entity directs in writing that the Contractor may discard the reported call. The log will be made available to Purchasing Entity electronically in real-time and as part of Contractor’s monthly reporting. Contractor shall deliver the monthly log to Purchasing Entity 5 Business Days prior to the monthly meeting. The log shall include, at minimum:
  - i.** Time of call;
  - ii.** Name of caller;
  - iii.** Caller’s telephone number or email;
  - iv.** Description of reported issue, complaint or request;
  - v.** Indication of whether the issue was resolved at time of call;
  - vi.** Description of any escalation, investigation and resolution;
  - vii.** Assigned case number if resolution not provided during call
  - viii.** Date, time, and description of final resolution; and
  - ix.** Contractor sign-off upon resolution.

**MASTER AGREEMENT #: 22PSX0021  
EXHIBIT C  
SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

**G.** Contractor shall respond to any support and/or service request from Purchasing Entity within 2 hours of Purchasing Entity initial request for assistance regardless of time zone. Purchasing Entity reserves the right to enact more comprehensive response times per Purchasing Entity PA including but not limited to, required help desk support for offender service requests.

**4. Escalation:**

Contractor shall resolve 80% of all System issues and requests for service, other than Updates, Upgrades, or Improvements or new features, regardless of severity level, within 24 hours and 99% of severity 1 issues within 1 hour. If more than one request within the same severity level is reported to the Contractor, Purchasing Entity shall determine the priority of the requests. The severity level of a System issue shall be lowered if Contractor implements a work-around, as approved by Purchasing Entity that reduces the severity of the System issue. When responding to System issues or requests for service, Contractor shall use the severity levels defined in the following table:

| Severity Level | Description                 | Definition   | Examples, including, but not limited to the following   |
|----------------|-----------------------------|--|---|
| 1              | <b>Total System Failure</b> | Occurs when the System is not functioning and there is no workaround.  | <ul style="list-style-type: none"> <li>Application, database, or web server down.</li> <li>Central server down.</li> <li>Interfaces not working.</li> <li>Monitoring Services unavailable. Cannot locate an offender.</li> <li>Application bug/issue stopping workflow for any/all Users.</li> </ul>  |
| 2              | <b>Critical Failure</b>     | Critical failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around.     | <ul style="list-style-type: none"> <li>Failover site is not available.</li> <li>Reporting server is down/Users unable to create reports/Users unable to access reporting database.</li> <li>Response time degraded.</li> <li>Purchasing Entity User cannot access System.</li> <li>Application bug/issue hindering System performance and/or real time monitoring Service.</li> </ul> |
| 3              | <b>Non-Critical Failure</b> | Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. | <ul style="list-style-type: none"> <li>Reports are formatted incorrectly.</li> </ul>  |
| 4              | <b>Inconvenience</b>        | An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.   | <ul style="list-style-type: none"> <li>Hardware is working in a manner that causes inconvenience (for example, working slowly).</li> <li>Purchasing Entity User has application or training question that does not affect daily productivity.</li> <li>'One off' error occurs infrequently and cannot be easily reproduced.</li> </ul>  |
| 5              | <b>New features</b>         | Occur when Purchasing Entity requests a new feature to System functionality. Such new feature shall  | <ul style="list-style-type: none"> <li>New monitoring Service features available.</li> </ul>  |

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT C**  
**SERVICE LEVEL AGREEMENT AND MAINTENANCE AND SUPPORT**

|  |  |  |  |
|--|--|--|--|
|  |  | be installed by Contractor as agreed to between parties. |  |
|--|--|--|--|

**VI. Additional PA Requirements:**

Due to significant variability of Purchasing Entity's needs and specific requirements, the Contractor shall comply with all additional Service Level and Maintenance and Support requirements as may be set forth in a PA or SOW, as applicable.

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT D**  
**NASPO VALUEPOINT PROVISIONS**

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
2. **Administrative Fees**
  - a. **NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
  - b. **State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. If agreed to in writing by the state and Contractor in the Participating Addendum, Contractor may adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
3. **NASPO ValuePoint Summary and Detailed Usage Reports**
  - a. **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint without amendment to this Master Agreement. NASPO ValuePoint will work with Contractor to confirm the feasibility of such updates, establish a reasonable timeframe for implementation, and document new reporting requirements in writing. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
  - b. **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
  - c. **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
  - d. **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to

**MASTER AGREEMENT #: 22PSX0021**  
**EXHIBIT D**  
**NASPO VALUEPOINT PROVISIONS**

NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint without amendment to this Master Agreement. NASPO ValuePoint will work with Contractor to confirm the feasibility of such updates, establish a reasonable timeframe for implementation, and document new crosswalk requirements in writing. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

- e. **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will mutually determine the format and content of the executive summary.

**4. NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

- a. **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor’s contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.
- b. **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor’s website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- c. **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- d. **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- e. **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5. **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon,

**Master Agreement #: 22PSX0021**  
**EXHIBIT D**  
**NASPO VALUEPOINT PROVISIONS**

including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

- 6. Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.
- 7. Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.



**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

## Agenda Item #13

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Approval to Award an Agreement for Professional and Operational Services for the Adderley Amphitheater at Cascades Park for Ticketed, Regional Concerts

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator  |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Mathieu Cavell, Director, Community Relations and Resilience |
| <b>Lead Staff/ Project Team:</b>    | Kerri L. Post, Director, Division of Tourism<br>Melanie Hooley, Director, Purchasing                       |

### **Statement of Issue:**

This item seeks Board approval to award an Agreement to Scott Carswell Presents LLC, to perform the work related to the Request for Proposals for Professional Management and Operational Services for County Concerts at the Adderley Amphitheater at Cascades Park. These services will be primarily to provide management, operations, and promotional services for up to 10 ticketed concerts to be held annually at the Adderley Amphitheater.

### **Fiscal Impact:**

This item has a fiscal impact. Adequate funds for these professional management and operational services are included in the Division of Tourism's operating budget.

### **Staff Recommendation:**

Option #1: Approve awarding an Agreement for the provision of management, operations and promotional services to Scott Carswell Presents LLC, and authorize the County Administrator to execute the Agreement (Attachment #1), and any amendments thereto, subject to legal review by the County Attorney.

## Report and Discussion

### **Background:**

This item seeks Board approval to award an Agreement to Scott Carswell Presents LLC, to perform the work related to the Request for Proposals for Professional Management and Operational Services for County Concerts at the Adderley Amphitheater at Cascades Park. These services will be primarily to provide management, operations, and promotional services for up to 10 ticketed concerts to be held annually at the Adderley Amphitheater.

The County's support of this request advances the following FY2022-FY2026 Bold Goal and Target:

- *Grow the five-year tourism economy to \$5 billion. (BG1)*
- *Support 900 of community events, sporting competitions, festivals, performances, and cultural programming that will attract visitors and residents. (T10)*

This particular Bold Goal aligns with the Board's Economy Strategic Priority:

- *(EC4) Grow our tourism economy, its diversity, competitiveness, and economic impact.*

Recent musical artists to perform at the County Concert Series at the Adderley Amphitheater at Cascades Park include the following, representing a diverse range of musical genres:

- The Flaming Lips
- Earth, Wind & Fire
- Boyz II Men
- Melissa Etheridge
- The Revivalists
- The Gipsy Kings
- Willie Nelson
- JJ Grey & Mofro

The project management and operational services will include the following areas of responsibility:

- Financial management and concert settlement
- Marketing and public relations to increase ticket sales and maintain the venue's visibility
- Event management, including staffing and online ticketing
- Securing sponsorships
- Managing concessions
- Providing facility staffing
- Venue booking as budget allows

Effective project management and operations ensure smooth execution and high standards in event delivery, while concert promotion drives ticket sales and enhances the community's cultural vibrancy and economic growth. Awarding this Agreement will ensure the successful execution and promotion of concerts, enriching the community's cultural offerings and entertainment.

**Analysis:**

The Request for Proposals (RFP) for professional management and operational services was advertised through OpenGov Procurement and the Tallahassee Democrat on May 9, 2024. A total of 8,328 vendors were notified via the automated procurement system. Of these, 22 vendors requested the RFP package, resulting in three responsive proposals received by the County on June 6, 2024. The Office of Economic Vitality's MWSBE Division reviewed the project and did not recommend aspirational goals due to limited subcontracting opportunities.

Further, an Evaluation Committee was established to review proposals and make a recommendation to the Board. The Committee members were:

- Kerri L. Post, Director, Tourism Development
- Jon LaBarre, Tourism Operations Manager; and
- Barry Wilcox, Director, Developmental Support and Environmental Management

Based on the evaluation criteria set forth in the RFP, the Evaluation Committee recommended awarding an Agreement to Scott Carswell Presents LLC to ensure the County secures the best professional management and operational services for concerts at the Adderley Amphitheater. Scott Carswell Presents LLC, has consistently provided excellent services to Leon County for nearly a decade, organizing consecutive concerts with great success. As evaluated, Scott Carswell Presents LLC, possesses extensive experience in concert booking and marketing which surpassed all other candidates, demonstrating his expertise and reliability. Given the proven track record of exceptional performance, Scott Carswell Presents LLC (SCP), was the top ranked choice for this project.

The following is an overview of the financial considerations for the County Concert Series professional services with the top ranked firm. As outlined in the RFP, the monthly base professional management fees were not to exceed \$8,000 per month, and the percentage of the artist(s) fees to be paid to the contractor was not to exceed 12% per event. Scott Carswell Presents LLC proposed a monthly base management fee of \$7,000, or \$84,000 annually and 12% of the artist(s) fees per event. To provide historical context, the previous professional contractor producing the County Concert Series at the Cascades/Adderley Amphitheater operated under a monthly base management fee of \$5,000, or \$60,000 annually for nearly the last decade. Additionally, the industry average for percentage of artist(s) fees to be paid to the promoter is 10%-15%. The amount of artist(s) fees paid per year will vary, dependent upon the number of concerts booked and the total amount of artist(s) fees per concert.

Title: Approval to Award an Agreement for Professional and Operational Services for the Adderley Amphitheater at Cascades Park for Ticketed, Regional Concerts

July 9, 2024

Page 4

---

In conclusion, the Evaluation Committee thoroughly reviewed the proposals and based on the evaluation criteria set forth in the RFP recommended awarding an Agreement to Scott Carswell Presents LLC. This RFP and recommendation ensure the County secures the best professional management and operational services for concerts at the Adderley Amphitheater.

**Options:**

1. Approve awarding an Agreement for the provision of management, operations and promotional services to Scott Carswell Presents LLC, and authorize the County Administrator to execute the Agreement (Attachment #1), and any amendments thereto, subject to legal review by the County Attorney.
2. Do not approve awarding an Agreement for the provision of professional management services for County concerts to Scott Carswell Present LLC.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Draft Agreement for Professional Management and Operational Services with Scott Carswell Presents LLC
2. Evaluation Tabulation

## AGREEMENT

THIS AGREEMENT, by and between **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County"), and **SCOTT CARSWELL PRESENTS LLC**, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below ("Effective Date"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### RECITALS

WHEREAS, the City of Tallahassee and the County desire to host up to ten (10) ticketed concerts as budget allows ("Events") to be held at the Adderley Amphitheater at Cascades Park ("Venue"); and

WHEREAS, the County has determined that it would be in the best interest of the citizens that the County be able to utilize the services of private persons for management, operations and promotional services at the Venue when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County in this regard.

### 1. SERVICES TO BE PROVIDED

The Contractor agrees to provide its services to the County to perform the Work related to the Professional Management and Operational Services for County Concerts at the Adderley Amphitheater set forth in: 1) Bid# BC-2024-023, attached hereto and incorporated herein as Exhibit A; and 2) the Contractor's bid submission, attached hereto and incorporated herein as Exhibit B (collectively "Work"). If any provision contained in this Agreement conflicts with any provision in Exhibit A or Exhibit B, the provision contained in this Agreement shall govern and control.

### 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.

### Scope of Work:

#### **A. Venue Management:**

The Operator will work closely with the City and with County oversight to provide management and operations of the amphitheater during the up to ten (10) ticketed concerts per year as budget allows. Venue management will include promotion of the facility/concert schedule, programming, recruiting and booking talent, operational services/rentals, financial management, and vendor/concessions operations as outlined below:

#### **1) Financial Management and Concert Settlement**

The Operator shall be solely responsible for all financial obligations and financial matters related to each of the Events at the Venue. After completion of each Event and upon

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

receipt of an invoice from the City of Tallahassee, the Operator shall pay such approved costs to the City of Tallahassee for services as agreed upon in City of Tallahassee's Special Events Permit in accordance with the City of Tallahassee's price list. The Operator shall provide any advance funding where appropriate or necessary to book or otherwise secure the performance of a professional entertainer for each Event.

Event Revenue Sources: Revenues for an event include, but are not limited to, ticket sales, sponsorships, beverage income as negotiated with individual concessionaires (example: bar sales revenue above cost is a 50/50 split with County and Operator), VIP package income, percentage of entertainment merchandise sales and other associated revenue.

Event Cost Sources: Costs for an event include, but are not limited to, professional entertainment/artist fees, production expenses, security, police, staff for gates/ushers, catering, port-o-lets, trash service, insurance, permits, licensure, advertising/promotion and other related costs.

**2) Marketing and Public Relations**

Operator will work closely with Leon County Tourism/Visit Tallahassee Marketing to develop and implement marketing and public relations plans, and promotional activity for marketing County events to increase ticket sales to regional/target audiences, and also to keep the Adderley Amphitheater top of mind to the entertainment industry.

**3) Sponsorships and Advertising**

The Operator will be responsible for soliciting seasonal and event sponsors, sales of VIP seating blocks, and VIP and corporate entertainment. The County reserves the right to approve the sponsorship sales program, advertising partnerships and marketing activities.

Title seasonal sponsorships "sold" by the Operator shall be included in the revenue for each event that season (Spring and Fall) and shall be prorated on a per event basis, minus a 15% commission paid to the Operator. Single event sponsorships "sold" by the Operator shall be included in the revenue for each single event, minus a 10% commission paid to the Operator.

**4) Event Management**

Operator responsibilities include event staffing, box office operations, including developing and maintaining an online ticketing arrangement with a third-party provider, providing concessions, including beer, wine, alcohol, and food sales (food trucks). Operator shall maintain an event liability policy and a weather cancellation policy for lighting and wind, consistent with County and City requirements (See Insurance section on page 7), and work with the City to provide other services necessary during an event including security and police, first aid, sanitation needs, traffic control, etc. The Operator shall obtain a City of Tallahassee Special Event Permit for each County event. The City of Tallahassee Cascades Park Manager maintains the master calendar for events in Cascades Park, the Adderley Amphitheater and Parkview at Cascades, the amphitheater support space.

The Operator shall comply with all City of Tallahassee rules, regulations, and procedures governing the operation of the venue and require all professional entertainment to comply with any noise ordinance enacted by the City of Tallahassee or Leon County

For each County ticketed event, the intent is to utilize the full stage curtain, and therefore the Operator will work with the artist's stage manager to utilize all 10 panels unless technical requirements of the band mandate otherwise, in which case the maximum amount of curtain panels, full and half, that the production will allow will be utilized.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

Unless a special exception is submitted to and approved by the City Manager and County Administrator, the Operator shall require all professional entertainment provided at each event at the venue to be completed no later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. Sundays through Thursdays. No event shall begin earlier than 10:00 a.m. on any day of the week.

**5) Facility Staffing**

With the exception of County oversight, all employees will be employees of the Operator and not employees of the County. The County will not provide benefits for personnel services for operator or its employees. The Amphitheater shall be a drug free workplace. However alcoholic beverages may be sold to customers during each event.

The Operator shall coordinate with the Leon County Volunteer Services Division (Volunteer Leon) to ascertain whether and to what extent volunteers may be utilized during County events. The Operator shall coordinate, as appropriate, to sufficiently train volunteers to be utilized at County events.

**6) Venue Booking**

The Operator will be responsible for booking up to the maximum of 10 ticketed concerts as budget allows. The performance contract will be between the Operator and artists/performers or concert promoter. The Operator shall obtain a City of Tallahassee Special Events Permit for each event. The Operator shall comply with all City of Tallahassee rules, regulations, and procedures governing the operation of Cascades Park, the Adderley Amphitheater and Parkview at Cascades back-of-the house Amphitheater support space.

Production and/or co-production agreements will be coordinated with approval from Leon County Tourism Director. Any advance-funding for artist(s) or booking fees will also be coordinated with and approved by Tourism Director. The County shall have the final decision making authority on the approval of all professional entertainment to be booked at the venue, all event ticket prices, and all event ticket surcharges.

Production Estimate: Prior to executing a contract for professional entertainment, the Operator shall issue to the County a full written cost estimate for producing the Event, to the Tourism Director, for approval. Upon approval of the written event cost estimate, any final costs overruns in excess of 10% of the written estimate will be the sole responsibility of the Operator, and shall be deemed a cost not eligible for reimbursement in accordance with this section.

Event Scheduling at Venue/Booking Process: The City will reserve certain priority dates for use of the Amphitheater and The Parkview at Cascades space for the County Concert events/series. Any individual/organization, not including the County's Concert events, that was issued a special event permit and held a successful Cascades Park special event the previous year will have first right-of-refusal to host an event the next year on the reoccurring date, weekday, or weekend as a historic event, to include The Parkview at Cascades space. Events held solely at the Parkview at Cascades and not in conjunction with the Amphitheater will not receive historic date designation. The City will reserve County priority holds on Fridays, Saturdays and Sundays from February 15 - May 15 and September 1 - November 30 each year that do not fall on an historic event date. Ticketed concerts are the priority during Spring and Fall. However, due to Insurance companies no longer issuing Inclement Weather (hurricane, lightning and wind) event cancellation policies in the month of September, ticketed concert events shall not be held in September. The County may reserve additional priority dates, outside of these months by specific request. The County's priority reservations for the County Concerts will be held up to



AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

90 days out from the priority date, at which time the venues will automatically be available for general public use unless the County submits a Special Event Permit Application.

3. TERM

The Agreement shall be for a period of one (1) year, commencing on date where all parties have signed. After the initial one (1) year period, at the sole option of the County, this Agreement may be renewed for no more than four additional one (1) year periods. 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.

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 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.

5. CONTRACT SUM

The Contractor agrees that for the performance of the Work as outlined in Section 2 above, it shall be remunerated by the County according to the prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

A. Fees

The Contractor shall be entitled to a base monthly fee of Seven Thousand (\$7,000.00) dollars for all Professional Management Services provided herein, subject to the approval of the County. The Contractor shall provide invoices to the County monthly. The Contractor shall not be reimbursed for any expenses, to include travel and per diem.

B. Professional Entertainment/Artist Fees Commissions

The County shall pay the Contractor a commission equal to 12.00% of the gross professional entertainment booking fee paid for professional entertainment at each Event. (For example, if a professional entertainer booked to perform at the Venue is paid \$10,000, then a commission of \$1,200.00 would be due and payable to the Contractor at time the professional entertainer is paid; if the professional entertainer is paid fifty (50%) percent of said fee in advance, the Contractor would be due fifty (50%) percent of the said commission in advance; the balance would be due as part of the Settlement Statement prepared and submitted to the County following the Event).

C. Sponsorship Commissions

Title seasonal sponsorships "sold" by the Operator shall be included in the revenue for each event that season (Spring and Fall) and shall be prorated on a per event basis, minus a 15% commission paid to the Operator. Single event sponsorships "sold" by the Operator shall be included in the revenue for each single event, minus a 10% commission paid to the Operator.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

D. Co-Produced Events:

Certain events may be designated as co-produced events, provided the County and Contractor agree to the same in writing. The Operator commission provisions shall not apply to co-produced events and the County and the Operator shall be deemed equal partners, sharing in any net loss or any net profit on a 50% to the Contractor and 50% to the County basis.

6. CONCERT SETTLEMENTS

1. The Operator shall be responsible for settling all financial matters with the artists/management company on the night of the event. Detailed event financials of all receivable and expenditure receipts, along with a Settlement Statement page, shall be submitted to Leon County Tourism/Visit Tallahassee within 30 days of event date for review, approval and submission to Finance for payment.
2. Upon County approval of the Settlement Statement from Operator, the County shall initiate payment procedures with receipt of a written invoice from Operator. To the extent that event revenue exceed costs, the Operator shall pay to the County within 30 days of approved Settlement Statement.
3. Production Estimate: Prior to executing a contract for professional entertainment, the Operator shall issue to the County a full written cost estimate for producing the Event, to the County Administrator, or his designee, for approval. Upon approval of the written event cost estimate, any final costs overruns in excess of 10% of the written estimate will be the sole responsibility of the Operator, and shall be deemed a cost not eligible for reimbursement in accordance with this section.

A. Reimbursable Costs and Cost Advance-Funding

1. Reimbursable Costs:  
The Operator shall be entitled to all costs pre-approved by the County to the extent costs exceeded revenues as delineated in the Settlement Statement. However, in no event shall the Operator be entitled to reimbursement for costs that were advance-funded by the County.
2. Cost Advance-Funding:  
Costs as described in the Production Estimate may be advance-funded by the County to the Contractor. All requests for cost advance-funding shall be in writing and such request shall include all related material(s), i.e., artist contract, production invoice, etc. The County in its sole discretion shall decide whether or not to approve any request for advance-funding.

7. PAYMENTS

Payments will be made in accordance with Section 218.70, Florida Statutes, et. seq., the "Local Government Prompt Payment Act."

A. The County Project Manager is:

Name: Kerri L. Post  
Street Address: 918 Railroad Avenue  
City, State, Zip Code: Tallahassee, FL 32301  
Telephone: 850-606-2310  
E-mail: postk@leoncountyfl.gov

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

B. The Contractor's Project Manager is:  
Name: Scott Carswell  
Street Address: 1105 East Lafayette Street  
City, State, Zip Code: Tallahassee, FL 32301  
Telephone: 850-524-6900  
E-mail: Scott@scottcarswellpresents.com

C. Notices to the Contractor are to be submitted to:  
Name: Scott Carswell  
Street Address: 1105 East Lafayette Street  
City, State, Zip Code: Tallahassee, FL 32301  
Telephone: 850-524-6900  
E-mail: Scott@scottcarswellpresents.com

D. Invoices are to be submitted to:  
Name: Jon LaBarre  
Street Address: 918 Railroad Avenue  
City, State, Zip Code: Tallahassee, FL 32301  
Telephone: 850-606-2311  
E-mail: labarrej@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. DISPUTES/REMEDIES

A. All disputes arising under or relating to this Agreement shall be resolved in accordance with this Section, except for disputes related to payments and payment disputes, which shall be addressed and resolved in accordance with Leon County Policy 96-1, as amended.

B. The Parties shall attempt to resolve all disputes that arise under this Agreement in good faith and in accordance with the following procedure:

- 1) The aggrieved Party shall give written notice to the other Party setting forth the nature of the dispute, date of occurrence (if known), and proposed equitable resolution.
- 2) Representatives of both Parties shall meet at the earliest opportunity to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, they shall report their decision to the Parties in writing.
- 3) If those representatives are unable to reconcile the dispute, they shall report their impasse to the appropriate County Director and the Contractor's designee, who, at their earliest opportunity, shall meet and attempt to reconcile the dispute.
- 4) Should the Director and the Contractor's designee fail to resolve the dispute, they shall report their impasse to the County Administrator, or authorized representative, and the Contractor's designee, who, at their earliest opportunity, shall review and attempt to resolve the dispute.
- 5) If the County Administrator and the Contractor's designee are not able to amicably resolve the dispute within fifteen (15) Business Days after the impasse is reported to them, then either Party can pursue whatever forms of relief that may be available to it under this Agreement, at law, or in equity.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

9. 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.

10. INSURANCE

Contractor shall, at its sole expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid. The Contractor shall also secure an Inclement Weather (hurricane, lightning and wind) event cancellation insurance policy for each County event.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (non-owned, hired car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting statutory limits in compliance with the applicable state and Federal laws and employer's liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of subrogation in lieu of additional insured is required.
- 4) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
- 5) Fidelity/Dishonesty and/or Commercial Crime: Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.
- 6) Event Cancellation: If agreed to by the County, a Cancellation Insurance Policy may be purchased for each Event.

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

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

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 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.

11. PERMITS

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

12. LICENSES & REGISTRATIONS

The Contractor shall be responsible for obtaining and maintaining any licenses, certifications, and/or registrations required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida, or any other applicable state or Federal law. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license, certification, and/or registration necessary to operate, the Contractor shall be in default of this

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

Agreement as of the date such license, certification, and/or registration is lost.

The Contractor shall be registered to do business with the Florida Department of State prior to execution of this Agreement unless Contractor provides written verification of its exempt status (See applicable sections of Title XXXVI, Chapters 605 through 623, Florida Statutes).

13. WARRANTY OF PERFORMANCE

A. Warranty

The Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Work under this Agreement and that each person and entity that will perform the Work is duly qualified to perform such Work by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform such Work. The Contractor represents and warrants that the Work shall be performed in a skillful and respectful manner, and that the quality of all such Work shall equal or exceed prevailing industry standards for the performance of such Work.

B. Breach of Warranty

In entering into this Agreement, the Contractor acknowledges that the County is materially relying on the warranties stated in this 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.

14. ASSIGNMENTS

This Agreement shall not be assigned or sublet in whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to it hereunder without the previous written consent of the County.

15. 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.

16. 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.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

- 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**

17. 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.

18. 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 287.135(2)(a), Florida Statutes, been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

19. PURCHASES BY OTHER PUBLIC AGENCY

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. 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.

20. 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.

21. 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



AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

grounds for termination of this Agreement by the County.

22. EMPLOYMENT ELIGIBILITY VERIFICATION

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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,

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

28. 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.

29. 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.

30. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

31. 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.

32. 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.

33. 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.

34. INTERPRETATION

This Agreement shall be interpreted without the aid of any canon, custom, or rule requiring construction against the drafter.

35. 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.

36. 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.

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

37. ENTIRE AGREEMENT

This Agreement, including the terms and conditions shown above contains the complete and final agreement between the County and Contractor and no other agreement in any way modifying any of said terms and conditions will be binding upon the County unless made in conformance with this Agreement. Contractor may not unilaterally modify the terms of the Agreement (e.g., attachment or inclusion of standard preprinted forms, product literature, or terms accompanying or affixed to a product or purchase order, whether written or electronic) or by incorporating such terms onto Contractor's invoice or other documents forwarded by Contractor for payment. The County's acceptance of product or processing of documentation on forms furnished by Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions and any additional or conflicting, terms proposed by Contractor. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the Parties after the date hereof.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-2024-023  
Exhibit B – Contractor's Bid Submission

**The remainder of this page intentionally left blank.**

AGREEMENT BETWEEN LEON COUNTY, FLORIDA AND SCOTT CARSWELL PRESENTS LLC  
BID #: BC-2024-023

---

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: \_\_\_\_\_

**SCOTT CARSWELL PRESENTS LLC**

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-2024-023

Professional Management Services - County Concerts

RESPONSE DEADLINE: June 6, 2024 at 2:00 pm

Friday, June 7, 2024

## Approved, Unanswered Questions

## Approved, Answers Provided

### 1. Attachment B - Proposers Fee

*May 15, 2024 2:42 PM*

**Question:** Under the blank for "Units", what should be included if the fee will vary per artist? How is this calculated when each fee and therefore percentage will vary?

*May 15, 2024 2:42 PM*

**Answered by Greg Hill:** Please enter a maximum percentage in the yellow highlighted "FEE AMOUNT" cell.

*May 23, 2024 7:49 AM*

### 2. Artist Selection

*May 16, 2024 11:14 AM*

**Question:** Could you please clarify the extent of the county's involvement in the selection of artists for the concerts? Specifically, are we expected to independently select and book artists, providing only periodic updates and obtaining final approvals, or does the county wish to have a more hands-on role in this process, actively participating in the selection and final decision-making for each artist and event?

*May 16, 2024 11:14 AM*

**Answered by Kerri Post:** You are expected to search out and pursue appropriate artists for the venue, report to County staff (Tourism Director) your recommendation on the feasibility of booking the artist(s), and confirming the artist is available on a date(s) when the venue is available (with or without

## QUESTION & ANSWER REPORT

RFP No. BC-2024-023

Professional Management Services - County Concerts

---

the standing County holds) and providing an estimated detailed cost/revenue analysis based on historical PollStar/booking data (if available for the artist) and recommended ticket prices. The County will have the final approval and/ or provide guidance of whether to move forward in booking the artist. When considering artists, it is recommended to consider a "seasonal" approach that may represent a variety of artists/music genres, researching/pursuing for the spring or fall season, or both for a full year.

*May 23, 2024 7:49 AM*

### 3. Vendors

*May 16, 2024 11:14 AM*

**Question:** Are there preferred or mandated vendors for services such as security, catering, or sound and light lighting, or is the operator free to choose their vendors subject to county approval?

*May 16, 2024 11:14 AM*

**Answered by Kerri Post:** There are no County mandated or preferred vendors for these services. County approval is not mandated for the vendors. When selecting vendors, the Operator should consider professional vendors with relevant experience and high-quality products/customer experiences that should meet/exceed County standards of ethics, employment, and legality as stated in the contract.

*May 23, 2024 7:49 AM*

### 4. Financial Obligations

*May 16, 2024 11:15 AM*

**Question:** The RFP specifies that it is for Professional Management Services. However, under Section 2.2 A1 on page 5, it states that "The Operator shall be solely responsible for all financial obligations and financial matters related to each of the events at the venue." Could you please clarify the expected financial arrangement? Specifically, is the county seeking an operator who will independently finance each event and assume associated financial risks? Alternatively, will there be a predetermined budget allocated for each event, and if so, are there provisions for the operator to be reimbursed for upfront costs incurred?

*May 16, 2024 11:15 AM*

**Answered by Kerri Post:** The County is seeking an operator who will independently finance each event up front. There is a provision in the contract for reimbursement of upfront costs (Advance Funds), however the primary fund for reimbursement is financial earnings from the event (ticket sales, merchandise, concessions, etc.). Any Advance Fund distribution in excess of the total final expense of the event will be repaid to the County in accordance with and as part of the post event settlement. There is budget allocated for the production of concerts in the Tourism budget annually. Upon approval of the written cost estimate for each concert, any final costs overruns in excess of 10% of the written estimate will be the sole responsibility of the Operator, and shall be deemed a cost not eligible for reimbursement.

QUESTION & ANSWER REPORT  
RFP No. BC-2024-023  
Professional Management Services - County Concerts

---

*May 23, 2024 7:49 AM*

## 5. Management Services of Subcontractors

*May 16, 2024 11:16 AM*

**Question:** We interpret the RFP to indicate that we will be responsible for managing and hiring services such as sound production, lighting, and other operational needs for the events. We intend to subcontract these services, giving preference to qualified local providers, to align with the county's goals for community engagement and economic impact. Can you confirm if our understanding aligns with the county's expectations?

*May 16, 2024 11:16 AM*

**Answered by Kerri Post:** Yes, this is in alignment with the County's expectations.

*May 23, 2024 7:49 AM*



**REQUEST FOR PROPOSAL**

**FOR**

**PROFESSIONAL MANAGEMENT SERVICES - COUNTY CONCERTS**

**Proposal Number BC-2024-023**

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

RELEASE DATE: May 9, 2024



## Professional Management Services - County Concerts

1. Introduction
2. Goals and Scope of Work
3. General Instructions
4. Evaluation Criteria
5. Submittals
6. Solicitation Instructions
7. Required Certifications
8. Selection Process
9. Minority, Women, Small Business (MWSBE) Enterprise
10. Insurance Requirements
11. Terms and Conditions
12. Ethical Business Practices

### Attachments:

- A - Attachment A - Agreement
- B - Proposer's Fee
- C - Forms to Complete and Submit
- D - Interlocal Agreement\_COT & Leon County
- E - Amphitheater Specs\_pw
- F - Non-Disclosure\_Agreement\_for\_Security\_and\_Building\_Plans

## 1. Introduction

### 1.1. Summary

Leon County Government "County" is accepting proposals from qualified firms for the Professional Management and Operational Services for County Concerts at the Adderley Amphitheater at Cascades Park for up to ten (10) ticketed concerts as budget allows.

The awarded firm shall work with the County and in cooperation with the City of Tallahassee to provide the management, operational, and promotional services related to each County event at the Adderley Amphitheater. Professional Management Services shall include for each County event, but are not limited to, promotion, programming, booking professional entertainment, equipment rental, financial management, event management, and concessions operations as set forth in further detail herein.

The awarded firm will also work closely with the City of Tallahassee's Department of Parks, Recreation and Neighborhood Affairs (PRNA), to manage the operations of the amphitheater during the ticketed concerts and will be responsible for all costs associated with such management and operation, based on an established management/operations fee from the County. The resident not-for-profit arts organizations that are embedded in the community will remain among the core users of the amphitheater. Events outside the up to ten (10) ticketed concerts are not covered under this RFP and will operate under the direction of PRNA.

Proposals must provide for the booking, management and operation of the venue primarily as a performing arts facility in furtherance of the goals of the County as outlined herein.

The County reserve the right to negotiate with any successful firm for any professional management, operation, and promotional related services, compensation, or associated work/services not specifically listed in this solicitation or the scope of work.

### 1.2. Background

The Adderley Amphitheater in Cascades Park in downtown Tallahassee has been open and operating for a decade. The park was developed as a storm water run-off and treatment facility disguised as a world-class park. Funds for park construction came from the one-cent local option sales tax in Leon County and enhancements to the amphitheater of approximately \$1,776,600 were funded from the Tourist Development Tax (TDT) to make it large enough to host national acts while serving the community needs as well. Cascades Park, the Adderley Amphitheater, and the Parkview at Cascades serving as the back-of-the-house Amphitheater support space is owned and operated by the City of Tallahassee under the direction of PRNA. The amphitheater has approximately 1,500 permanent seats and room for an additional 1700+ spectators on the grass areas in a festival seating format.

In 2021, the new amphitheater support space, called The Parkview at Cascades, was purchased with Leon County Tourist Development Tax funds and CRA Downtown Redevelopment District Trust Funds, and includes a multi-purpose event/meeting space, board room, warming kitchen, green room and artists dressing rooms on the plaza level (totaling approximately 8,686 net square feet), amphitheater production, A/V support offices and stage truss/curtain and trash can storage (totaling approximately 2,061 net square feet), a ticket office/visitor information center on the park level (totaling approximately 313 net square feet). When not in use as back-of-the-house Amphitheater support space, the Parkview at Cascades space operates as public event/meeting space, approximately 12,995+/- gross square feet.

### 1.3. Contact Information

**Greg Hill**

Procurement Administrator  
1800-3 N. Blair Stone Road  
Tallahassee, FL 32308  
Email: [hillg@leoncountyfl.gov](mailto:hillg@leoncountyfl.gov)  
Phone: (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>.

|                                    |   |
|------------------------------------|---|
| <b>Release Project Date</b>        | May 9, 2024   |
| <b>Question/Inquiries Deadline</b> | May 16, 2024, 5:00pm  |
| <b>Opening Date</b>                | June 6, 2024, 2:00pm<br>Leon County Purchasing Office<br>1800-3 N. Blair Stone Rd.<br>Tallahassee, FL 32308 |

## 2. Goals and Scope of Work

### **2.1. Goals for Operation and Management of the Amphitheater: (Not necessarily in order of importance)**

#### **A. Support and maximize the positive economic impact of Tourism to the County.**

When active and appropriately programmed, performing arts facilities can be generators of economic development. During nights, when there are productions and performances in the amphitheater, the surrounding businesses benefit. And with a substantial visitor population, events can serve to attract or extend the stay of visitors to the County. The successful Respondent (hereafter the "Operator") must assure that amphitheater usage is as active and diverse as feasible to enable the County to fully realize the economic development potential of the amphitheater. It is expected that the Operator will be actively engaged with the Downtown Improvement Authority, the Edison Restaurant, the AC Hotel and other tenants at the Cascades Development, and operate under the guidance of the Leon County Division of Tourism, a.k.a. Visit Tallahassee (VT).

#### **B. Ensure accountability in the operation of the Amphitheater while minimizing County involvement in day-to-day operations.**

The Leon County Director of Tourism will manage the agreement with the successful Operator. It is recognized that the booking and operation of the amphitheater during the up to ten (10) ticketed as budget allows, is an integral part of a complex and dynamic business. As a result, operational involvement in the amphitheater by the County will be minimized to support streamlined, flexible, and rapid decision-making. The Operator charged with the booking and operation of the amphitheater during the up to ten (10) ticketed as budget allows to develop relationships that facilitate its ability to achieve accountability to the County. The Operator must demonstrate the capacity of long-term, stable management, and be subject to the County's consent to any change or assignment of controlling interest in the entity. Regular reporting, standardized documents and procedures and business plan accountabilities will be established to ensure that the amphitheater is actively booked and adequately financed and managed in a manner consistent with these County goals.

The successful Operator will work closely with the Leon County Division of Tourism, a.k.a. Visit Tallahassee (VT) to ensure that the County's Responsibilities as outlined in Section 3 of the attached Interlocal Agreement between the City and County are fully carried out. These are more fully detailed in the Scope of Services Section below.

#### **C. Support and encourage private sector fundraising and sponsorships to develop new partnerships and offset costs per concert.**

Over the past 10 years, artist fees and production costs for concerts have continued to escalate and the support of private-sector fundraising campaign(s) by the Operator, with approval from VT, will be necessary to support the concerts, including the possible sale of concert date naming rights, sponsorships, VIP seating, concessions and other amenities. It is expected that the Operator will actively engage and cultivate the corporate/private funding community, as well as stakeholders, to embrace the fundraising mission and to ensure the long-term viability of producing major concerts at the amphitheater.

#### **D. Seek out and secure a variety of popular artists to appeal to diverse audiences.**

Country artists continue to generate high ticket sales, however the last decade has proven the destination can support of diversity of artists from rock and roll, R&B, Southern rock, Alternative, Gospel, Latin, etc. attracting regional and local audiences. With the support from Director of Tourism/Visit Tallahassee, collaborations with other organizations in the community to produce concerts are allowable. Advance payments of artist fees plus travel, and major production expenses are permitted with proper documentation.

---

## **2.2. Scope of Work**

### **A. Venue Management:**

The Operator will work closely with the City and with County oversight to provide management and operations of the amphitheater during the up to ten (10) ticketed concerts as budget allows. Venue management will include promotion of the facility/concert schedule, programming, recruiting and booking talent, operational services/rentals, financial management, and vendor/concessions operations as outlined below:

#### **1) Financial Management and Concert Settlement**

The Operator shall be solely responsible for all financial obligations and financial matters related to each of the Events at the Venue. After completion of each Event and upon receipt of an invoice from the City of Tallahassee, the Operator shall pay such approved costs to the City of Tallahassee for services as agreed upon in City of Tallahassee's Special Events Permit in accordance with the City of Tallahassee's price list. The Operator shall provide any advance funding where appropriate or necessary to book or otherwise secure the performance of a professional entertainer for each Event.

Operator Compensation: (See Cost section and the attached Proposer's Fee Form) The Operator shall be paid a base monthly fee for the research, Professional Artist recruitment and operations management. The Operator shall provide invoices to the County on a monthly basis. Contractor shall not be reimbursed for any expenses, including travel and per diem. Additionally, the Operator shall receive a percentage commission on the Professional Entertainment/Artist Booking Fee paid for each County event. (For example, if the proposed Operator commission was 10% and a Professional Entertainer booked to perform at the venue is paid \$10,000, then a commission of \$1,000 would be due and payable to the Operator at the time the Professional Entertainer was paid. If the Professional Entertainer required 50% of said fee in advance, the Operator would be due 50% of the said commission in advance; The balance would be due as part of the Settlement Statement prepared and submitted to the County following the event). The Operator is also incentivized to secure sponsorships for County events under Section 3) Sponsorships and Advertising below.

Production Estimate: Prior to executing a contract for professional entertainment, the Operator shall issue to the County a full written cost estimate for producing the Event, to the County Administrator, or his designee, for approval. Upon approval of the written event cost estimate, any final costs overruns in excess of 10% of the written estimate will be the sole responsibility of the Operator, and shall be deemed a cost not eligible for reimbursement in accordance with this section.

Reimbursable costs: The Operator shall be entitled to all costs pre-approved by the County to the extent costs exceeded revenues as delineated in the Settlement Statement. However, in no event shall the Operator be entitled to reimbursement for costs that were advance-funded by the County.

Cost Advance-Funding: Costs as described in the Production Estimate may be advance-funded by the County to the Contractor. All requests for cost advance-funding shall be in writing and such request shall include all related material(s), i.e., artist contract, production invoice, etc. The County in its sole discretion shall decide whether or not to approve any request for advance-funding.

Event Revenue Sources: Revenues for an event include, but are not limited to, ticket sales, sponsorships, beverage income as negotiated with individual concessionaires (example: bar sales revenue above cost is a 50/50 split with County and Operator), VIP package income, percentage of entertainment merchandise sales and other associated revenue.

Event Cost Sources: Costs for an event include, but are not limited to, professional entertainment/artist fees, production expenses, security, police, staff for gates/ushers, catering, port-o-lets, trash service, insurance, permits, licensure, advertising/promotion and other related costs.

Co-Produced Events: Certain events may be designated as co-produced events, provided the County and Contractor agree to the same in writing. The Operator commission provisions shall not apply to co-produced events and the County and the Operator shall be deemed equal partners, sharing in any net loss or any net profit on a 50% to the Contractor and 50% to the County basis.

The Operator shall be responsible for settling all financial matters with the artists/management company on the night of the event. Detailed event financials of all receivable and expenditure receipts, along with a Settlement Statement page, shall be submitted to Leon County Tourism/Visit Tallahassee within 30 days of event date for review, approval and submission to Finance for payment.

Upon County approval of the Settlement Statement from Operator, the County shall initiate payment procedures with receipt of a written invoice from Operator. To the extent that event revenue exceed costs, the Operator shall pay to the County within 30 days of approved Settlement Statement.

## **2) Marketing and Public Relations**

Operator will work closely with Leon County Tourism/Visit Tallahassee Marketing to develop and implement marketing and public relations plans, and promotional activity for marketing County events to increase ticket sales to regional/target audiences, and also to keep the Adderley Amphitheater top of mind to the entertainment industry.

## **3) Sponsorships and Advertising**

The Operator will be responsible for soliciting seasonal and event sponsors, sales of VIP seating blocks, and VIP and corporate entertainment. The County reserves the right to approve the sponsorship sales program, advertising partnerships and marketing activities.

Title seasonal sponsorships "sold" by the Operator shall be included in the revenue for each event that season (Spring and Fall) and shall be prorated on a per event basis, minus a 15% commission paid to the Operator. Single event sponsorships "sold" by the Operator shall be included in the revenue for each single event, minus a 10% commission paid to the Operator.

## **4) Event Management**

Operator responsibilities include event staffing, box office operations, including developing and maintaining an online ticketing arrangement with a third-party provider, providing concessions, including beer, wine, alcohol, and food sales (food trucks). Operator shall maintain an event liability policy and a weather cancellation policy for lighting and wind, consistent with County and City requirements (See Insurance Section of the Agreement attached to this RFP), and work with the City to provide other services necessary during an event including security and police, first aid, sanitation needs, traffic control, etc. The Operator shall obtain a City of Tallahassee Special Event Permit for each County event. The City of Tallahassee Cascades Park Manager maintains the master calendar for events in Cascades Park, the Adderley Amphitheater and Parkview at Cascades, the amphitheater support space.

The Operator shall comply with all City of Tallahassee rules, regulations, and procedures governing the operation of the venue and require all professional entertainment to comply with any noise ordinance enacted by the City of Tallahassee or Leon County

For each County ticketed event, the intent is to utilize the full stage curtain, and therefore the Operator will work with the artist's stage manager to utilize all 10 panels unless technical requirements of the band mandate otherwise, in which case the maximum amount of curtain panels, full and half, that the production will allow will be utilized.

Unless a special exception is submitted to and approved by the City Manager and County Administrator, the Operator shall require all professional entertainment provided at each event at the venue to be completed no later than 11:00 p.m. on Fridays and Saturdays, and not later than 10:00 p.m. Sundays through Thursdays. No event shall begin earlier than 10:00 a.m. on any day of the week.

## 5) Facility Staffing

With the exception of County oversight, all employees will be employees of the Operator and not employees of the County. The County will not provide benefits for personnel services for operator or its employees. The Amphitheater shall be a drug free workplace. However alcoholic beverages may be sold to customers during each event.

The Operator shall coordinate with the Leon County Volunteer Services Division (Volunteer Leon) to ascertain whether and to what extent volunteers may be utilized during County events. The Operator shall coordinate, as appropriate, to sufficiently train volunteers to be utilized at County events.

## 6) Venue Booking

The Operator will be responsible for booking up to the maximum of ten (10) ticketed concerts as budget allows. The performance contract will be between the Operator and artists/performers or concert promoter. The Operator shall obtain a City of Tallahassee Special Events Permit for each event. The Operator shall comply with all City of Tallahassee rules, regulations, and procedures governing the operation of Cascades Park, the Adderley Amphitheater and Parkview at Cascades back-of-the house Amphitheater support space.

Production and/or co-production agreements will be coordinated with approval from Leon County Tourism Director. Any advance-funding for artist(s) or booking fees will also be coordinated with and approved by Tourism Director. The County shall have the final decision making authority on the approval of all professional entertainment to be booked at the venue, all event ticket prices, and all event ticket surcharges.

**Production Estimate:** Prior to executing a contract for professional entertainment, the Operator shall issue to the County a full written cost estimate for producing the Event, to the Tourism Director, for approval. Upon approval of the written event cost estimate, any final costs overruns in excess of 10% of the written estimate will be the sole responsibility of the Operator, and shall be deemed a cost not eligible for reimbursement in accordance with this section.

**Event Scheduling at Venue/Booking Process:** The City will reserve certain priority dates for use of the Amphitheater and The Parkview at Cascades space for the County Concert events/series. Any individual/organization, not including the County's Concert events, that was issued a special event permit and held a successful Cascades Park special event the previous year will have first right-of-refusal to host an event the next year on the reoccurring date, weekday, or weekend as a historic event, to include The Parkview at Cascades space. Events held solely at the Parkview at Cascades and not in conjunction with the Amphitheater will not receive historic date designation. The City will reserve County priority holds on Fridays, Saturdays and Sundays from February 15 - May 15 and September 1 - November 30 each year that do not fall on an historic event date. Ticketed concerts are the priority during Spring and Fall. However, due to Insurance companies no longer issuing Inclement Weather (hurricane, lightning and wind) event cancellation policies in the month of September, ticketed concert events shall not be held in September. The County may reserve additional priority dates, outside of these months by specific request. The County's priority reservations for the County Concerts will be held up to 90 days out from the priority date, at which time the venues will automatically be available for general public use unless the County submits a Special Event Permit Application.

The Operator will also be required to have a written non-discrimination policy in effect for review by the County by request.

### **3. General Instructions**

Respondents are expected to examine the proposal documents carefully, including goals, scope of work, promotion, programming, booking professional entertainment, equipment rental, financial management, event management, and concessions operations as set forth in further detail herein. 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.

#### **3.1. 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).

#### **3.2. 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.

#### **3.3. Proposal Media Format (Electronic Only)**

Proposals for this RFP shall be submitted electronically to this solicitation in OPENGOV Procurement Portal at <https://procurement.opengov.com/portal/leoncounty>.



### **3.4. Respondent Registration**

Respondents 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 respondents. Also, respondents 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 respondent 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".

### **3.5. 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.

### **3.6. 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 respondent.

### **3.7. 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.

## 4. 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.  | <p><b>Company Background and Expertise</b><br/>Shall consider the following criteria:</p> <p>A. Ownership, management structure and expertise in the music entertainment/concert business recruiting and booking diverse national headlining musical artists/acts.</p> <p>B. Relationships established with management companies/talent agencies or concert promoters.</p> <p>C. Ability to build a seasonal or annual concert schedule.</p> | Points Based   | 30<br><i>(30% of Total)</i> |
| 2.  | <p><b>Financial Management Plan and Proposed Annual Schedule of Artists</b><br/>Shall consider the following criteria:</p> <p>A. Innovativeness in thinking and approach outlined in proposal.</p> <p>B. Approach taken toward the task and thoroughness of response.</p>  | Points Based   | 25<br><i>(25% of Total)</i> |
| 3.  | <p><b>Local Community Involvement</b><br/>Shall consider the following criteria:</p> <p>Local community knowledge and relationships that would enable the vendor to solicit sponsorships and other community support.</p>  | Points Based   | 10<br><i>(10% of Total)</i> |
| 4.  | <p><b>Local Vision</b><br/>Shall consider the following criteria:</p> <p>How well the vendor describes their vision for the County's concerts at the Adderley Amphitheater at Cascades Park and how this venue can drive economic development through tourism.</p> <p>Effectiveness of the tools utilized to evaluate potential concert/event appeal and revenue.</p>  | Points Based   | 10<br><i>(10% of Total)</i> |

|    |   |              |                                     |
|----|---|--------------|-------------------------------------|
| 5. | <p><b>Conclusion</b><br/>Shall consider the following:</p> <p>How well vendor describes their recognition, understanding, and commitment to the nature of managing professional entertainers/artists and ticketed events, and also the booking and operation of a significant amphitheater.</p>   | Points Based | <p>10<br/><i>(10% of Total)</i></p> |
| 6. | <p><b>Proposer's Fee<br/>Estimated Yearly Fee</b></p> <p>The Proposer with the lowest estimated yearly fee will receive ten (10) points. Proposer's with a greater estimated yearly fee will receive fewer points, on a pro-rata basis, using the formula below:</p> <p><math>(L / P) \times 20</math></p> <p>Where:</p> <p>L = Lowest estimated yearly fee<br/>P = Respondent's estimated yearly fee</p> | Points Based | <p>10<br/><i>(10% of Total)</i></p> |

|    |   |              |                           |
|----|---|--------------|---------------------------|
| 7. | <p><b>Local Preference</b><br/>Points for Local Preference will be awarded as follows:</p> <ul style="list-style-type: none"><li>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</li><li>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</li><li>C. All other individuals or firms shall be given zero (0) points for Local Preference.</li></ul> <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> | Points Based | 5<br><i>(5% of Total)</i> |
|----|---|--------------|---------------------------|

## 5. Submittals

The County will consider proposals that include a broad range of business, financial, legal, and organizational structures with the understanding that the County shall be the ultimate decision maker on matters pertaining to these up to ten (10) ticketed events as budget allows.

### 5.1. 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

### 5.2. 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

### 5.3. 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 Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

Please confirm

\*Response required

### 5.4. Scrutinized Company Certification\*

As required by Section 287.135(5) Florida Statutes, 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

### 5.5. Insurance Certification\*

Bidders' attention is directed to the insurance requirements set forth in the Agreement contained in the "Attachments" section of this solicitation.

I certify that this firm has coverage is in place at the required levels or, if awarded, coverage will be in place at the required levels.

Please confirm

\*Response required

### **5.6. RFP Response - Company Background and Expertise - Tab 1\***

Provide a maximum three-page background of your company that includes ownership, management structure and expertise in the music entertainment/concert business recruiting and booking diverse national headlining musical artists/acts.

Please give examples of relationships established with management companies/talent agencies or concert promoters and how you would build a seasonal or annual concert schedule.

\*Response required

### **5.7. RFP Response - Proposed Annual Schedule of Artists and Financial Plan as Outlined in Scope - Tab 2\***

Submit a one-year financial management plan for the County's review, that includes a sample seasonal or annual schedule of proposed artists and proposed event dates, an operational financial forecast; a one-year fundraising/sponsorship forecast; cash management, security and accounting procedures for settlements with artist management companies/concert promoters and the County following events.

\*Response required

### **5.8. RFP Response - Local Community Involvement - Tab 3\***

Provide a maximum two-page description of your local community knowledge and relationships that will offer insight on your ability to solicit sponsorships and other community support.

Include a plan for embracing public and private community fundraising to provide such financial support and to generate revenues from concert series sponsorships, event sponsorships and concessions.

\*Response required

### **5.9. RFP Response - Local Vision - Tab 4\***

Provide a maximum two-page description of your vision for the County's concerts at the Adderley Amphitheater at Cascades Park and how this venue can drive economic development through tourism. Give examples of some of the groups you think are realistic to book at the amphitheater and what tools you use to evaluate potential appeal and revenue.

\*Response required

### **5.10. RFP Response - Conclusion - Tab 5\***

Provide a one-page conclusion on why your organization is the best choice and include statements on your recognition, understanding, and commitment to the nature of managing professional entertainers/artists and ticketed events, and also the booking and operation of a significant amphitheater.

\*Response required

### **5.11. RFP Response - Cost - Tab 6\***

Using the attached Proposers Fee Form, address the base monthly management fee, plus the percentage of the Professional Artist Fee your company would charge for the production County events.

\*Response required

### **5.12. RFP Response - Forms to Complete and Submit - Tab 7\***

Submit the items (preferably as one pdf file) on the following list and any other items required by any section of this solicitation. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFP.

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.

- Proposal Response Cover Sheet
- 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
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

\*Response required

## 6. Solicitation Instructions

- Submittal of a properly completed **Non-Disclosure Agreement (Attachment F)** is required to receive access to the password protected plans (Attachments E - Amphitheater Specs)
- **Non-Disclosure Agreement (Attachment F)** can be submitted via e-mail to [HillG@leoncountyfl.gov](mailto:HillG@leoncountyfl.gov) or mailed/hand delivered to the Leon County Purchasing Division located at 1800-3 N. Blair Stone Road, Tallahassee, FL 32308.

### 6.1. Submitting Questions

While the Question and Answer period is open, respondents shall select the Question and Answer tab of the solicitation to submit their questions. **PLEASE 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.

### 6.2. 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 vendors (those vendors who have been registered as receiving a proposal 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.

### 6.3. 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, June 6, 2024 at 2:00 pm), as identified in the Timeline, to be considered.

### 6.4. Receipt and Opening of Proposals

Proposals will be opened publicly at the time and place stated in the Timeline. When the specified time has arrived no proposals received thereafter will be considered. At the time fixed for the opening of proposals, the tabulation sheet 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 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.

## **6.5. Timely Delivery**

It is the respondent'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.

## **6.6. Preparation Costs**

The County is not liable for any costs incurred by respondents prior to the issuance of an executed contract.

## **6.7. Preparation of Proposal**

Any material submitted to the County that Respondent 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 Respondent is required to also provide an unredacted copy of the redacted information as part of the Proposal. If a third party submits a request to the County for records designated as Trade Secret Materials by a Respondent, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Respondent. By submitting a Proposal, Respondent 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.

## **6.8. 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.

## **6.9. 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. In accordance with Section 287.05701(3), Florida Statutes, in determining whether a bidder is responsible, the County will not request documentation of or consider a bidder's social, political, or ideological interests, nor give preference to a bidder based on such interests. 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.

## 7. Required Certifications

### 7.1. 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, or the State of Florida.

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.

### 7.2. 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.

### 7.3. 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.

### 7.4. 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."

## **7.5. Employment Eligibility Verification**

By providing goods and/or services to the County, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor affirms and represents that it is registered with the E-Verify system and is using same and will continue to use same as required by Section 448.095, Florida Statutes.

## **7.6. 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.
  - 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."

## **7.7. 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.

## **7.8. 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.

## **7.9. 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.

## **8. Selection Process**

### **8.1. 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.

Meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. 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).

### **8.2. Scoring and Ranking**

Evaluators will independently score each responsive proposal based upon the points given in the Scoring Sheet utilizing the Evaluation Criteria Matrix. If applicable, the scores will be provided by the Purchasing Division for both Price/Cost and Local preference.

Proposals will be ranked using the ordinal ranking process. First, each evaluator will score proposals based upon the points given in the Scoring Sheet utilizing the Evaluation Criteria contained herein. Then ordinal ranking will be used to rank each proposal. These rankings will be averaged to determine the final ranking of proposals.

### **8.3. Award**

Award shall be made to the responsive, responsible offeror 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 negotiate with the awarded vendor for any related items, products, services, method of compensation, or associated work/services not specifically listed in this solicitation.

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.

## 9. Minority, Women, Small Business (MWSBE) Enterprise

### 9.1. 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@oeforbusiness.org](mailto:Lraffington@oeforbusiness.org) OR Shanea Wilks of the MWSBE Division at [Swilks@oeforbusiness.org](mailto:Swilks@oeforbusiness.org). A directory of certified MBE and WBE firms is available on the OEV website: <https://oeforbusiness.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](#).

## **10. Insurance Requirements**

### **10.1. Overview**

Bidders' attention is directed to the insurance requirements set forth in 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 as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The awarded Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.



## **11. Terms and Conditions**

### **11.1. 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.

### **11.2. 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.

### **11.3. Purchases By Other Public Agencies**

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

### **11.4. 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.

## **12. Ethical Business Practices**

### **12.1. 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.

### **12.2. 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.

### **12.3. 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.



## Procurement

Melanie Hooley, Purchasing Director  
1800-3 North Blair Stone Road, Tallahassee, FL 32308

### [SCOTT CARSWELL PRESENTS LLC] RESPONSE DOCUMENT REPORT

RFP No. BC-2024-023

Professional Management Services - County Concerts

RESPONSE DEADLINE: June 6, 2024 at 2:00 pm

Report Generated: Friday, June 7, 2024

### Scott Carswell Presents LLC Response

#### CONTACT INFORMATION

**Company:**

Scott Carswell Presents LLC

**Email:**

scott@scottcarswellpresents.com

**Contact:**

Scott Carswell

**Address:**

1105 East Lafayette Street  
Tallahassee, FL 32301

**Phone:**

N/A

**Website:**

[ScottCarswellPresents.com](http://ScottCarswellPresents.com)

**Submission Date:**

Jun 4, 2024 9:41 AM

[SCOTT CARSWELL PRESENTS LLC] RESPONSE DOCUMENT REPORT

RFP No. BC-2024-023

Professional Management Services - County Concerts

---

## ADDENDA CONFIRMATION

*No addenda issued*

## QUESTIONNAIRE

### 1. ACCEPTANCE OF COUNTY TERMS AND CONDITIONS\*

Leon County objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In submitting its bid response, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid response, shall be grounds for rejecting a bid response or placing a bidder in default.

Confirmed

### 2. Human Trafficked Labor\*

I certify that this firm does not utilize human trafficked labor in compliance with Section 787.06, Florida Statutes.

Confirmed

### 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 Section 287.087, Florida Statutes. See section titled Drug-Free Workplace Requirements for details.

Confirmed

[SCOTT CARSWELL PRESENTS LLC] RESPONSE DOCUMENT REPORT

RFP No. BC-2024-023

Professional Management Services - County Concerts

---

#### 4. Scrutinized Company Certification\*

As required by Section 287.135(5) Florida Statutes, 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.

Confirmed

#### 5. Insurance Certification\*

Bidders' attention is directed to the insurance requirements set forth in the Agreement contained in the "Attachments" section of this solicitation.

I certify that this firm has coverage is in place at the required levels or, if awarded, coverage will be in place at the required levels.

Confirmed

#### 6. RFP Response - Company Background and Expertise - Tab 1\*

Provide a maximum three-page background of your company that includes ownership, management structure and expertise in the music entertainment/concert business recruiting and booking diverse national headlining musical artists/acts.

Please give examples of relationships established with management companies/talent agencies or concert promoters and how you would build a seasonal or annual concert schedule.

SCP\_RFP\_2024\_Response\_5.6,\_final.pdf

#### 7. RFP Response - Proposed Annual Schedule of Artists and Financial Plan as Outlined in Scope - Tab 2\*

Submit a one-year financial management plan for the County's review, that includes a sample seasonal or annual schedule of proposed artists and proposed event dates, an operational financial forecast; a one-year fundraising/sponsorship forecast; cash management, security and accounting procedures for settlements with artist management companies/concert promoters and the County following events.

SCP\_RFP\_2024\_Response\_5.7,\_final.pdf

RFP\_SCP\_LC\_2024\_at\_2,200,\_5.7.pdf

---

[SCOTT CARSWELL PRESENTS LLC] RESPONSE DOCUMENT REPORT

Request for Proposals - Professional Management Services - County Concerts

Page 3

Page 469 of 964

Posted July 1, 2024

[SCOTT CARSWELL PRESENTS LLC] RESPONSE DOCUMENT REPORT

RFP No. BC-2024-023

Professional Management Services - County Concerts

---

SCP\_Security\_Plan,\_5.7\_final.pdf

**8. RFP Response - Local Community Involvement - Tab 3\***

Provide a maximum two-page description of your local community knowledge and relationships that will offer insight on your ability to solicit sponsorships and other community support.

Include a plan for embracing public and private community fundraising to provide such financial support and to generate revenues from concert series sponsorships, event sponsorships and concessions.

SCP\_RFP\_2024\_Response\_5.8,\_final.pdf

**9. RFP Response - Local Vision - Tab 4\***

Provide a maximum two-page description of your vision for the County's concerts at the Adderley Amphitheater at Cascades Park and how this venue can drive economic development through tourism. Give examples of some of the groups you think are realistic to book at the amphitheater and what tools you use to evaluate potential appeal and revenue.

SCP\_RFP\_2024\_Response\_5.9,\_final.pdf

**10. RFP Response - Conclusion - Tab 5\***

Provide a one-page conclusion on why your organization is the best choice and include statements on your recognition, understanding, and commitment to the nature of managing professional entertainers/artists and ticketed events, and also the booking and operation of a significant amphitheater.

SCP\_RFP\_2024\_Response\_5.10,\_final.pdf

**11. RFP Response - Cost - Tab 6\***

Using the attached Proposers Fee Form, address the base monthly management fee, plus the percentage of the Professional Artist Fee your company would charge for the production County events.

SCP\_RFP\_Fees,\_5.11,\_final.pdf

SCP\_2024\_RFP\_Insurance\_bid,\_final.pdf

---

[SCOTT CARSWELL PRESENTS LLC] RESPONSE DOCUMENT REPORT

Request for Proposals - Professional Management Services - County Concerts

[SCOTT CARSWELL PRESENTS LLC] RESPONSE DOCUMENT REPORT

RFP No. BC-2024-023

Professional Management Services - County Concerts

---

## 12. RFP Response - Forms to Complete and Submit - Tab 7\*

Submit the items (preferably as one pdf file) on the following list and any other items required by any section of this solicitation. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFP.

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.

- Proposal Response Cover Sheet
- 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
- Certification/Debarment Form
- Local Vendor Certification (if applicable)
- Employment Eligibility (E-Verify)

RFP\_5.12\_Forms\_with\_notary\_on\_3\_pgs,\_12pgs.pdf

## 5.6 Ownership and background

Scott and Julie Carswell are the founders and owners of Scott Carswell Presents LLC.

Scott Carswell Presents LLC, 1105 East Lafayette Street, Tallahassee, Florida 32301

850-671-4700 ext. 1

FIN: 46-2780364

Scott and Julie Carswell own and manage Scott Carswell Presents LLC. SCP has been the exclusive presenter of all ticketed events for the concert series at the Adderley Amphitheater, presenting over 50 diverse major shows.

Scott and Julie Carswell also own and manage The Moon, which opened in 1985. The Moon is a large concert and event venue located at 1105 East Lafayette Street, just 4/10 of a mile from the Amphitheater.

### Management Structure

**Scott Carswell** – Managing Member, direct supervision of all departments. Day-to-day communication with Visit Tallahassee and talent agencies. Budgeting, permitting, insurance, booking talent, marketing, advancing artist contracts and riders, financial aspects of artists contracts and riders, advancing and scheduling all production of sound and lights, concessions, ticketing, event staffing, security coordination with Tallahassee Police Department, coordination with Park Tallahassee Parks and Recreation Department, and accounting settlements of all concerts with artists and Visit Tallahassee.

**Julie Carswell** – Member, direct supervision of all departments. Primarily focused on all staffing needs based on positions and qualifications, uses E-Verify to confirm employment eligibility, maintains employee files, including a notice of assurance that Scott Carswell Presents complies with all federal, state, and local laws and regulations prohibiting discrimination, and is a drug-free workplace. Coordinates and schedules with bar and food vendors and verifies that they have proper insurance and licenses. Answers and addresses all patron ticket questions and requests, including reissue of lost tickets and handicapped/accessible seating and parking.

**Lucas Alward** – IT/Ticketing and Director of Operations. Creates announcement graphics for approval of Visit Tallahassee and artist management, creates ticketing set up based on prices and seating requirements, maintains the Moon website, which includes a link to the Adderley Amphitheater website for ticket sales, orders, and programs all clover devices for sales per show. Oversees advance of concessions, the day of show park set up-down of tents, gate IT, will call ticketing, signage, vendors, all bar inventory and supplies. Coordinates with the artist tour manager for artist merchandise setup and any settlements.



**Vaughn Wilson** – Artist and security departments. Focused on Public Relations for The Moon and Scott Carswell Presents. Has worked with the Moon for over 30 years and The Adderley since 2014.

**Jack Carswell** – Oversees the bar set up and down, product inventory, bar staffing, and guest payments (cash and credit cards). Settles all end-of-event tipping concessions with staff. Jack is beginning to assist in booking, agent relations with agents, and artist settlements.

**Morgan Murphy** – Scheduling gate, usher, artist transportation, and bar staffing. Point person on the day of events. Food, water, and supplies for all staff on the day and night of each event.

**Sarah Morie** – Artist Hospitality. Sarah advances and continually communicates with the artist tour manager on all food, drink, catering, towels, and local transportation requirements.

**Roy Bedard** – Security consultant for The Moon and Scott Carswell Presents for over 30 years. He is a law enforcement veteran for the City of Tallahassee who has established positive relationships with all local law enforcement agency heads. When on site, he is the Security Manager.

**John Summers** – Marketing and advertising. A local and nationally known DJ and announcer. Founded, owned, and operated the local radio station Z-Rock. He was the marketing manager for The Moon from its opening in 1985 until retiring in 2020. Currently a consultant for Scott Carswell Presents.

**DJ Demp** – Artist and security departments. Focused on Booking and Public Relations for The Moon and Scott Carswell Presents. Has worked with the Moon for 30 years and The Adderley since 2014.

**Joe Bullard** - A consultant in marketing and booking for The Moon and Scott Carswell Presents. Has worked with the Moon since opening in 1985 and The Adderley since 2014.

**Adam Potts and Haley Fort** – Promoters and Consultants for The Moon, and Scott Carswell Presents. Adam is the founder and owner of Six String Southern Productions, a leading independent Georgia-based concert promotion company that produces shows for legendary acts and up-and-coming artists all over the South East.

**Dennis Cooper**—Production. He has been with The Moon for over 30 years and is currently the market manager for Vivid Sky Pro, which purchased Production Support Group in 2023. Dennis has been the Production Manager for 90% of all Moon and Amphitheater concerts.

## **Expertise, Diversity, and Seasonal Programming**

For 40 years in Tallahassee, we have booked, ticketed, produced, and settled approximately 4,000 live events, including local, national, and international artists at The Moon and 50 + major concerts at The Adderley Amphitheater since opening in 2014. Diverse presentations and community events are at the heart of Scott Carswell Presents. We have a proven unmatched history of diversity in programming since 1985.

A small list of artists booked and produced at The Moon starting in 1985 are BB King, Willie Nelson, Hall & Oates, The Temptations, The Four Tops, Bonnie Raitt, George Strait, Merle Haggard, Dionne Warwick, George Clinton, The Red Hot Chili Peppers, The Avett Brothers, Wilco, Tab Benoit, Wide Spread Panic, Skrillex, and hundreds more.

Some at the Adderley Amphitheater include Earth, Wind and Fire, Willie Nelson, Trombone Shorty, The Beach Boys, Boys II Men, Charlie Wilson, The Flaming Lips, JJ Grey, Word of South Festival, The Jubilee Gospel Music Festival, The Tallahassee Symphony Orchestra and many more.

Scott Carswell Presents has maintained day-to-day contact with all major booking agencies for 40 years. William Morris, Creative Artist Agency, Wasserman, United Talent, ICM, High Road, and others. The top 10 agencies book 90% of all the talent that would be large enough to sell a venue as large as The Adderley. Now that The Adderley has a national reputation as a beautiful, safe, professional production, wonderful backstage space, and 100% settlement of all contractual issues, we are now on the A list of venues in the South East.

We have co-presented with Live Nation and AEG. If certain tours become available and are only available through those very large international promotional powerhouses, we will discuss and present them to Visit Tallahassee.

We booked and produced the music for Lawton Chiles 1991 Governor's Inaugural Ball at the Civic Center.

We have proven we can produce a very popular and diverse schedule of concerts during these seasons, as required by this RFP.

## **5.7 Proposed Annual Schedule**

### **2024 Fall Schedule of Proposed Event Dates**

October 12, Saturday, Artist TBA by Visit Tallahassee on the approved date with management

October 19, Saturday, Artist TBA by Visit Tallahassee on the approved date with management

November 10, Sunday, Artist TBA by Visit Tallahassee on the approved date with management

Open weekend target dates for the Fall of 2024

November 8 or 9, which would allow event cost savings when packaging 2 or more nights

November 15 or 16

November 22

Other weekday dates on the calendar would certainly be considered for presentation to Visit Tallahassee based on the Artist's name and costs

### **Spring of 2025**

Open weekend dates for consideration

Feb 15, 21, 22, 28, and March 1 – Target dates for a VT concert

Calendared Events

March 7/8 and 14/15 are spring break. We have not considered a major show during either of those weekend dates in prior years

March 20 and 21 might become The Jubilee Music Festival II featuring major Gospel like 2024. We would target Ce Ce Winans as the headliner if possible

March 28 and 29 are Springtime Festival dates. Not a target weekend.

April 4, 5 and 6 are Word of South. The ticketed event each year since the founding of Word of South has been Friday, and then followed with free events on Saturday and Sunday.

April 4 – Target dates for a VT concert

April 11 and 12 – Target dates for a VT concert

April 18 - Target date for a VT concert

April 19 - Cool Breeze Jazz Festival. This is not a VT/SCP-permitted event.

April 20 is Easter Sunday

April 26 and 27 is the Chain of Parks. We have for years attempted to put on a concert that would showcase the performing arts at the Adderley, while the visual arts are showcased this weekend for LeMoyne. We are working with Chain of Parks management to use their offer for sponsorship in 2025 of \$10,000 to assist with this possible date.

May 1, 2, or 3 – Target dates for a VT concert

Other weekday dates on the calendar would certainly be considered for presentation to Visit Tallahassee based on the Artist's name and costs.

### **Proposed Artists for the Fall of 2024 and Spring of 2025**

Our presentation of possible events to VT is not limited to the artists below

Dwight Yoakam (Alt Country, blue grass) with The Mavericks (Tex-Mex)  
Tedeschi Trucks Band (would be our second play)  
KC and The Sunshine Band (Blends R&B, Funk, Disco and Latin)  
JJ Grey & Mofro (Southern Rock Soul Blues)  
T-Pain (R&B, Hip Hop)  
Dustin Lynch (Young Country)  
Justin Moore (Young Country)  
Earth Wind & Fire (#1 R&B touring band in the world, sold out TAA before)  
Gladys Knight (R&B)  
Little Feat & Los Lobos (Rock)  
Bonnie Raitt (Blues Rock)  
Babyface (R&B Soul)  
Daryl Hall and Todd Rundgren (Blue Eyed Soul, Pop Rock)  
Sheryl Crow (Rock)  
The Decemberists (Alternative/Indie)  
Ziggy Marley (Reggae)  
Willie Nelson (Country, sold out TAA before)  
REO Speedwagon (Rock)  
Violent Femmes with Tallahassee Symphony Orchestra

### **Operational Financial Forecast**

Of the 10 projected shows over two seasons, some shows will make a profit, some will break even, and others will require investment.

We believe a reasonable review of all factors that go into artist-matching Amphitheater availability, guarantees, and production requirements would result in an investment of \$44,000 per event for 10 events for the two seasons. We project the VT net average percentage from concessions and other fees to be \$14,000 per show. The resulting net investment would be \$30,000 per event. For 10 ticketed events, we project \$300,000 in support investment for the 2024/2025 seasons.

Please see our proforma included at the end of this section with the sales and expense break out.

### **One-year fundraising/sponsorship forecast**

Since this venue opened in 2014, patrons and booking agencies have continued to build confidence in each presentation. This allows the venue more options earlier in the tour selection of dates with the possibility of announcing multiple shows at one time. This will allow sponsors to know what artists they are sponsoring and feel comfortable about associating with these shows. With our history of great, diverse artists, sponsors can reach many different markets.

Signage display is one of the top requirements for sponsorships in a venue like the Adderley. Permeant signage is not possible as the VT shows are in the City Park. Signage display is per event. Recently, we proposed a budget that was approved for a large LED display sign that could be located on South Monroe Street. If this can proceed, it will be an enormous boost for all VT show marketing and potential sponsors. It also benefits all other events in the City Park. This marquee would be a great addition to the visual entrance into the city from the South Side.

Offer plan to sponsors

Priority reserved seating – some of these seats would not be sold without some level of sponsorship possibilities

Sponsor tent(s), pre-party access, drink and food tickets

Event signage on the bridge walkways

Visibility on the ticket landing page

Parking reservation priority

Meet and Greet when available

Stage recognition announcement

We would work with VT to produce a dynamic brochure outlining the venue and the opportunities available at various sponsorship price points.

Considering we are now booking a little further in front of the seasons, we have a much better opportunity to achieve success in this area.

A realistic goal for the two seasons would be \$50,000, less the 15% allowed to pay for sales commission or the 10% for single events. These commissions will allow for outside sourcing with others to assist in the sales.

### **Cash Management**

Advance funding to cover upfront show deposits can be determined on a show-by-show-as-needed basis.

SCP will pay all bills and submit VT's final show settlement after all bills are paid with a credit for any advance funding.

Ticket sales are released within 5 days after each event.

Scott Carswell Presents has a 100% successful track record of a secure cash management program.

### **Security**

We have no higher duty than the safety of our patrons. Please see our detailed security plan for each event. We share this plan with our Liability carrier. Our positive approach, attention, and results allow for continuing and reduced liability premiums. Please see this liability insurance in the bid section 5.11

### **Accounting Procedures for Settlement with Artist Management and the County**

Settlements with Artists are generally determined at the time of contract. If the sales, less expenses do not allow for an artist bonus, then the settlement is nothing more than paying the guaranteed balance. However, most tours will require many line-item expenses in the contract to be documented on the night of the show. If so, we do that.

Leon County—SCP has, as part of our monthly fee in 5.11, our independent accountant presents a recap of all income and prepares a settlement after all bills are reviewed, paid, classified, and receipts documented. Any request for more information or additional documentation is provided. Adjustments to the settlement are made after VT review if needed.

|    | A  | B                                    | C      | D                                | E        | F        | G                 | H       | I      | J            |
|----|--|--------------------------------------|--------|----------------------------------|----------|----------|-------------------|---------|--------|--------------|
| 1  | RFP 5.7                                    | Operational Forecast                 |        |                                  |          |          |                   |         |        |              |
| 2  |  |                                      |        |                                  |          |          |                   |         |        |              |
| 3  | Proforma Budget                            |                                      |        |                                  |          |          |                   |         |        |              |
| 4  | <b>TBD ONE EVENT</b>                       |                                      |        |                                  |          |          | Show Date:        |         |        |              |
| 5  | <b>2,200 sales</b>                         |                                      |        | <b>The Adderley Amphitheater</b> |          |          |                   |         |        |              |
| 6  |  |                                      |        | Scott Carswell Presents          |          |          | One Show          |         |        |              |
| 7  |  |                                      |        |                                  |          |          |                   |         |        |              |
| 8  |  |                                      |        | GA                               | P2 Resv  | P1 Resv  | Comp P1           | GA Comp | Other  |              |
| 9  | Net Ticket Price, NET of Taxes and SVC     |                                      | \$0.00 | \$45.00                          | \$60.00  | \$75.00  | \$0.00            | \$0.00  | \$0.00 |              |
| 10 |  |                                      |        | 0                                |          |          |                   |         |        |              |
| 11 | Sales Taxes                                | Added to ticket                      | \$0.00 | \$4.01                           | \$5.37   | \$6.59   | \$0.97            | \$0.00  | \$0.00 |              |
| 12 | Ticket Service Charge, Added to ticket     |                                      | \$0.00 | \$8.53                           | \$11.59  | \$12.87  | \$12.98           | \$0.00  | \$0.00 |              |
| 13 | Total Ticket Price Charged                 |                                      | \$0.00 | \$57.54                          | \$76.96  | \$94.46  | \$13.95           | \$0.00  | \$0.00 |              |
| 14 |  |                                      |        |                                  |          |          |                   |         |        |              |
| 15 | Net Ticket Revenue                         |                                      | \$0.00 | \$45.00                          | \$60.00  | \$75.00  | \$0.00            | \$0.00  | \$0.00 | <b>TOTAL</b> |
| 16 | Number of Tickets                          |                                      | 0      | 900                              | 546      | 754      | 50                | 100     | 0      | 2,350        |
| 17 | Total Sales                                |                                      | \$0    | \$40,500                         | \$32,760 | \$56,550 | \$0               | \$0     | \$0    | \$129,810    |
| 18 |  |                                      |        |                                  |          |          |                   |         |        |              |
| 19 | Expenses:                                  |                                      |        |                                  |          |          |                   |         |        |              |
| 20 | TDB  |                                      |        |                                  |          | \$90,000 |                   |         |        |              |
| 21 | Support                                    |                                      |        |                                  |          | \$2,500  |                   |         |        |              |
| 22 | Contactore Fee                             |                                      |        |                                  |          | \$9,250  |                   |         |        |              |
| 23 | Facility Rental, Permits                   |                                      |        |                                  |          | \$3,240  |                   |         |        |              |
| 24 | Sound and Lights Stage Hands & Truss       |                                      |        |                                  |          | \$25,870 |                   |         |        |              |
| 25 | Advertising                                |                                      |        |                                  |          | \$5,000  | (Plus VT package) |         |        |              |
| 26 | TPD  |                                      |        |                                  |          | \$8,000  |                   |         |        |              |
| 27 | SCP Staff, Security, Gates, Ushers plus    |                                      |        |                                  |          | \$11,800 |                   |         |        |              |
| 28 | Hospitality                                |                                      |        |                                  |          | \$5,000  |                   |         |        |              |
| 29 | Insurance                                  |                                      |        |                                  |          | \$6,775  | Weather Coverage  |         |        |              |
| 30 | Cleaning, Portolets                        |                                      |        |                                  |          | \$4,875  |                   |         |        |              |
| 31 | Hotels                                     |                                      |        |                                  |          | \$0      |                   |         |        |              |
| 32 | Local Ground                               |                                      |        |                                  |          | \$1,500  |                   |         |        |              |
| 33 | Total Cost Estimate One Show of 10 Average |                                      |        |                                  |          |          | \$173,810         |         |        |              |
| 34 |  |                                      |        |                                  |          |          |                   |         |        |              |
| 35 |  | Sub Total                            |        |                                  |          |          |                   |         |        | -\$44,000    |
| 36 |  | Add LC Share of net concessions      |        |                                  |          |          |                   |         | 14000  |              |
| 37 |  |                                      |        |                                  |          |          |                   |         |        |              |
| 38 |  | Net Investment per show for 10 shows |        |                                  |          |          |                   |         |        | (\$30,000)   |

|  |                                   |
|--|-----------------------------------|
| <b>Title:</b> Application Requirements | <b>No.:</b> GO-06                 |
| <b>Approved By:</b> Scott Carswell     | <b>Effective date:</b> 05/31/2024 |

**Application for Employment**

There is no experience pre-requisite for employment with Scott Carswell Presents.  
All persons interested in employment with SCP will complete a standard application and "Employee Duties and Responsibilities" form for employment provided by SCP Management.

**Minimum Qualifications**

- Minimum Age 16
- Minimum physical standard
- No physical disability that would hinder job performance.

**The applicant shall be required to provide the following information:**

- Full name
- Aliases
- Proof of Age
- Current residence and phone number
- Physical conditions as they relate to the job



## 5.8 Local Community Involvement

Scott and Julie Carswell were both born in Tallahassee and are now fifth and fourth generation Tallahassee families. Scott attended Florida High and graduated from Florida State University. Julie attended North Florida Christian, Lincoln High, and graduated from Florida State University. Scott and Julie have two grown sons, Scott, Jr. and Jack.

Our extensive network of community relationships is a testament to our commitment to local causes. We have sponsored numerous fundraising events at The Moon, supporting such organizations such as Big Bend Hospice, TMH, The Urban League, Black Caucus, Village Square/Created Equal, Carmen Cummings Sickle Cell Gala, The Black Expo, MDA, DJ Demp Week (starting at the Moon 28 years ago), Daddy Daughter Dance, Mother Son Dance, Pyramid Players, and Alzheimer's Parrothead Phrenzy.

Over the 40 years, Scott and Julie Carswell have been actively involved in the community, donating, sponsoring, and producing over 800 day/night non-profit and civic events in Leon County. These events span a wide range, from cultural festivals to charity fundraisers, reflecting their diverse interests and commitment to various causes.

Scott and Julie are members of the Woodland Drives Neighborhood Association.

Scott has been on the Southern Shakespeare board for almost 10 years.

We have partnered with FSU Union Productions, Opening Nights, Word of South, and The Tallahassee Symphony Orchestra. We are working now with The Chain of Parks Festival on a 2025 sponsor package of \$10,000 for a possible Saturday, April 26 concert. Many large corporate sponsors will be contacted for the fall and spring seasons, and a projection and plan is detailed in section 5.7

One of our most significant partnerships is with the Seminole Boosters, where we host and produce the Scott Carswell Jr Golf Tournament. This event, now in its 20th year, has raised over \$ 250,000 for an Endowed Scholarship at Florida State University. The scholarship benefits student athletes chosen by the Athletic Director from all sports programs, making a real difference in their educational journey.

The Adderley Amphitheater in Cascades Park is truly a special asset to our community. We want to continue providing the same great attention to each ticket buyer, sponsor, vendor, and artist as we have done over the past ten years.

## **5.9 Local Vision**

Our vision for the County concerts is for each show to add to patron confidence as they have for the past 10 years. Ultimately, the concerts depend on the agents who book the acts at the venue. The successful and diverse list of artists who have come to the venue and experienced what we have produced has created our reputation for excellence. Many of our ticket buyers have never been to Tallahassee and might not have come at all without these concerts. Tallahassee has for years, going back to when the Civic Center first opened, had a reputation as a soft market for ticket sales. With the only large venue (over 3,000 cap.) being the Civic Center, that reputation was hard to change. Many agents in 2014 were skeptical about discussing routing the large tours to Tallahassee. However, over the past ten years, this has changed, and the level of artists we are now able to book will continue to bring out-of-town visitors.

Some of our shows, like the recent Flaming Lip and the Symphony with Ben Folds, have sold out, whereas, in other markets, they did not sell as well as Tallahassee. Our market patrons are beginning to feel comfortable in this venue. It starts, of course, with the artist's name, but patron repeats are not going to happen without a great overall experience starting with ticket management and reasonable prices. We have kept our ticket prices for the same acts that go to St Augustine, Birmingham, Mobile, Orlando, Jacksonville, or Atlanta at about 15 to 20% under those markets. That is where we need to be and can be if the artist's guarantee is negotiated properly at the same discount. We have handled every ADA request one-on-one. Adderley is one of the most accommodating ADA venues in the country. That type of attention builds confidence for people to come and know they will be treated very well. While the fixed seating is a hindrance for some artists' fans, it is a big bonus for the Adderley with the type of artists that we focused on. Parking cannot be understated. When the Amphitheater opened, we were allowed free parking from the State of Florida during certain hours. Free parking is very rare in other markets. Quick available concessions at reasonable prices are also a big item, which we have learned how to manage very well over the 50 shows.

The concerts at The Amphitheater have a direct ripple effect and economic impact. Ticket buyers spend money on tickets, food, beverages, car rentals, hotels, gas, shopping and other small businesses. Money is also spent on producing the shows, paying labor up to 100 staff per show, hospitality, security, production, TPD, COT staff, and vendors.

**Groups that we feel are in our target zone are listed in section 5.7**

### **What tools do we use to evaluate appeal and revenue?**

There are many tools we use to evaluate sales before presenting to Visit Tallahassee for final approval. We start by having a relationship with agents we have worked with for many years. Some started in the mail room decades ago and are now running the agency. They know we are here for the long haul, as they are. They do not want to bring an act to us that they know is not selling. The artist does not want that either. Agents provide us with other venues booked on the tour, their ticket prices and the capacity. In addition, we review what these acts grossed the last tour through our market from their last tour.

We get independent detailed tour reports from Pollstar, the industry collective for shows, and gross sales reporting that comes from promoters. We back that up with calls to other promoters in the SE to see what they sold and what they are paid for by those who do not report.

We call other venues to learn about their experience of the last tour and what they think of the current one.

We also know directly about sales in our regional market for artists who have performed at The Moon and are now moving to the larger venue, Tedeschi Trucks, Avett Brothers, Wilco, JJ Grey, Boyz II Men, Jamey Johnson, Warren Hayes and Gov't Mule, Melissa Etheridge, George Thorogood and the Destroyers, 38 Special, Daryl Hall, Todd Rundgren, Bonnie Raitt, Ziggy Marley, Willie Nelson, T-Pain, KC and The Sunshine Band and many others.

All this is done from personal relationships within the industry that have taken us decades to develop and be trusted.

## 5.10 Conclusion

Experience and proven track record are at the top of why we feel we are the best choice. Motivation is also a factor. We are energized, staffed, and set for years to come. We live and work 4/10's of a mile from the Adderley Amphitheater.

With over 10 years and 50-plus shows at the Amphitheater and 40 years of thousands of events at The Moon, we have an unmatched history of diversity in programming.

We have long-standing personal relationships with the major artist agents. Our staffing is primarily utilized by the large staff at The Moon and is consistent for each show. Over 40 Adderley concerts have utilized The Moon facilities for pre-overnight parking of the artist production trucks and buses.

We have held a full beverage quota 4-COP State of Florida license for 40 years without a blemish. This license allows us to partner in beverage sales and split the net 50/50 with VT without bringing in a third party. Our staffing and history in hospitality are long-standing.

Our history of involvement starts in 2013 during design and through the opening of the venue in 2014. We worked with the three large neighborhoods as the city contractor for the development of the sound ordinance for the Amphitheater. After months of detailed sound tests in the venue and neighborhood, we came up with two sound limits on DB output. These limits are still the same today for all City and County events. These limits work very well on both sides: the neighborhood and the events and artists.

We assisted in the downstage "lip" design as the final input on weight load and dispersion so we could still use concert sound systems after construction.

We are currently working with the owner of the property attached to the load-in area to allow concrete to be poured into a small area, which will make a big difference in how we load in the support trucks and tour buses. We have closed Gaines Street, at a large expense and inconvenience for commuters, for some tours carrying large production. With this small area of solid concrete, we would not need to do this. We have a commitment from COT to support part of this financially.

We have produced over 50 Amphitheater concerts, starting with approval by VT, to permitting with COT, 120,000 patrons in and out, the artist load in-out, and finally, accounting settlements. Eight shows were impacted by either weather, artist health issues, or COVID. We navigated from the Meridian building as our backstage area to no facilities during construction using mobile offices for artists to the wonderful Parkview Building. We know how to work with Artist tour management and communicate with VT and COT Park management and the audience during these very hard-to-deal issues, with sometimes only minutes to make decisions. We have managed all of this successfully.

Security/Safety- The Adderley Amphitheater has not had any insurance claims for security issues in the past ten years, none for any show. This directly affects the ability to obtain and keep liability insurance. During our 40 years of concerts, we have settled over \$20 million in artists fees, paid over \$22 million in payroll and taxes, \$8 million in sales and beverage taxes, \$520,000 in property taxes, \$1.3 million in utilities, \$2.6 million to the TPD off-duty officers, 14,000 hotel nights for artists, donated and produced over 800 day/night events for non-profits and civic organizations in Leon County, and managed a large collective of parking lots for assembly.

We are honored and proud to have contributed to the success of the Adderley Amphitheater over the past ten years. We are thankful for this opportunity and consideration to continue.

**INSTRUCTIONS: PROPOSERS SHALL COMPLETE THE YELLOW HIGHLIGHTED CELLS**

| DESCRIPTION  | Fee Amount                                      |             |             |                     |
|--|---|-------------|-------------|---------------------|
|  | FEE AMOUNT                                      | # OF EVENTS | UNIT        |                     |
| MONTHLY BASE MANAGEMENT FEE<br><b>(NOT TO EXCEED \$8000 DOLLARS PER MONTH)</b> | \$7,000.00                                      | N/A         | 12          | \$84,000.00         |
| % OF THE ARTIST FEE(S)<br><b>(NOT TO EXCEED 12% PER EVENT)</b>                 | 12.00%  | 10          | \$50,000.00 | \$60,000.00         |
|  | <b>*ESTIMATED YEARLY FEE PAID TO CONTRACTOR</b> |             |             | <b>\$144,000.00</b> |

\*"ESTIMATED YEARLY FEE PAID TO CONTRACTOR"  
IS CALCULATED FOR SCORING PURPOSES ONLY

Respondent's Name (Company):

Scott Carswell Presents LLC

Authorized Representative's Name:

Scott Carswell

Scott Carswell Presents – 5.11 addition

**RFP Response Bid** attachment for Insurance Costs per request in the RFP

June 3, 2024

According to the RFP information provided, there is no change from our current requirement of the primary Commercial General Liability (CGL) limit of \$1,000,000. This also includes the required Liquor Liability coverage.

The CGL is based on an estimated payroll (in this case, what is reimbursed to Moon Management for labor costs). Currently, that is estimated at \$125,000 annually. Liquor sales are currently estimated at \$250,000. Assuming those activity levels are consistent going forward, the primary \$1,000,000 will cost about \$1,200 annually based on our history.

The RFP previously called for a \$5,000,000 liability limit. It now calls for a \$1,000,000 primary limit and a \$5,000,000 Umbrella. This will cause an increase in the Umbrella limit from the current \$4,000,000 (\$4MM Umbrella limit + \$1MM primary limit = \$5MM total) to \$5,000,000. The premium for that would be approximately \$3,200 annually.

There is a large increase in the Employee Dishonesty (Crime) limit. It is currently \$100,000. The new RFP calls for a \$1,000,000 limit. For this increased limit of coverage, we estimate the annual premium to be \$7,500 annually. It is now about \$2,600.

Event Cancellation coverage varies based on the expense budget to be insured and the event date. Generally, this coverage runs 3% of the insured value with a deductible of 5%. So, a show with a \$200,000 budget would generally carry a premium of about \$6,000 and have a deductible of \$10,000. Coverage for Adverse Weather Conditions for outdoor events in Florida is currently unavailable from about mid-August to the end of September.

SCP uses employees from a related entity (Moon Management, Inc.) for its staffing requirements. SCP then reimburses Moon Management for the staffing costs, which include Worker's Compensation insurance. Therefore, SCP does not have its own Worker's Compensation insurance policy, but staff members utilized by SCP are covered for WC by Moon Management, Inc. The costs of this WC are added into the staffing hourly fees in the settlements with VT.

| Recap   | Annual  |
|---|---------|
| CGL and Liquor Liability based on SCP history | \$1,200 |
| Primary and Umbrella                          | \$3,200 |
| Crime at \$1 million                          | \$7,500 |

The premiums over the past 10 years have been renewed in April each year, the month the Amphitheater opened. We estimated the annual totals and charged that into the early shows of the premium year, which has resulted in the last shows, if there are any, not having a line item for this insurance. This can certainly be changed so that one fee for all three annual premiums is billed separately from any individual show cost. That might be cleaner.

**PROPOSAL RESPONSE COVER SHEET**

This page is to be completed and included as the cover sheet for your response to the Invitation to Negotiate.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Melanie Hooley  
Purchasing Director

Carolyn Cummings, Chairman  
Leon County Government

This solicitation response is submitted by the below named firm/individual by the undersigned authorized representative.

Scott Carswell Presents LLC

(Firm Name)

BY

*Scott Carswell*

(Authorized Representative's Signature)

Scott Carswell

(Printed or Typed Name)

ADDRESS

1105 East Lafayette Street

Tallahassee, Fl. 32301

EMAIL ADDRESS

Scott@ScottCarswellPresents.com

TELEPHONE #

850-524-6900

FEIN

46-2780364

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 \_\_\_\_\_ Initials

Addendum #2 \_\_\_\_\_ Initials

Addendum #3 \_\_\_\_\_ Initials

### RESPONDENT AND TEAM SUMMARY FORM

**RESPONDENT:** Scott Carswell Presents LLC

**SOLICITATION NUMBER:** BC-2024-023

**DATE:** May 28, 2024

**PROJECT TITLE:** Professional Management Services - County Concerts

Complete the following Table identifying your firm or company and ALL subcontractors or subconsultants you anticipate utilizing for purposes of responding to this solicitation. **Both** sections of this form must be completed. Use additional pages if needed.

| Section A  |   | RESPONDENT IDENTIFICATION       |                             |  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
|--|---|---------------------------------|-----------------------------|--|--------------------------|------------------|----------------|-------------------|-----------------|---------------------|------------------|----------------|-------------------|-----------------|---------------------|--|--|--|--|--|--|
| Respondent intends to utilize the following Vendors in connection with this project. In the spaces provided below, list the firms and corresponding information. |   |                                 |                             |  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| Firm Name (Prime and Subcontractor(s) or Subconsultant(s))   | Vendor Phone & Email                            | Total Dollar Amount of Services | Scope of Work               | Indicate the Category that Best Describes Each Organization Listed |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
|  |   |                                 |                             | Non-MWBE   |                          | Certified MWBE   |                |                   |                 | Non-Certified MWBE  |                  |                |                   |                 |                     |  |  |  |  |  |  |
|  |   |                                 |                             | Non-Minority   | Certified Small Business | African American | Asian American | Hispanic American | Native American | Non-Minority Female | African American | Asian American | Hispanic American | Native American | Non-Minority Female |  |  |  |  |  |  |
| James Moore & Co   | 850-386-6184<br>Nadia.Batey@jmco.com            | \$10,000                        | Accounting                  | X  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| Steven E Oole  | 850-412-2258<br>Soole@BankerLopez.com           | \$10,000                        | Legal                       | X  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| Earl Bacon Insurance<br>Bobby Bacon  | 850-878-2121<br>Bbacon.EarlBacon.com            | \$50,000                        | Insurance                   | X  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| Mega Ace Media, LLC  | 850-694-0277<br>wilsonvaughn850@gmail.com       | \$10,000                        | Promotion Consultant        |  |                          |                  | X              |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| DJ Demp Foundation LLC   | 850-296-0056<br>DJDemp850@gmail.com             | \$10,000                        | Booking & Promotions        |  |                          |                  | X              |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| A One Top Notch, LLC   | 850-694-9872<br>a1.topnotchllc@yahoo.com        | \$15,000                        | Security                    |  |                          | X                |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| KB Ice, Keving Brown   | 850-320-4647<br>kevinbrown@kbicetallahassee.com | \$24,000                        | Concession Ice<br>Portolets | X  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| Talquin Portable Restrooms, Bill Strauss   | 850-558-7824<br>Bill@TalquinPortableRestrooms   | \$30,000                        |                             | X  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| Vivid Sky - Dennis Cooper  | 850-562-1070<br>Dennis.Cooper@VividSkyPro.com   | \$175,000                       | Production                  | X  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| Moon Management, Inc   | 850-878-6900<br>Scott@MoonEvents.com            | \$125,000                       | All Staffing                | X  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |
| <b>TOTAL</b>   |   | \$459,000                       |                             |  |                          |                  |                |                   |                 |                     |                  |                |                   |                 |                     |  |  |  |  |  |  |



**Section B**

**ACKNOWLEDGEMENT (to be completed by the Respondent)**

I hereby certify that, as Respondent to this Solicitation, that the information provided herein is true and correct.

Scott Carswell Presents LLC

Name of Bidder/Respondent

*Scott Carswell*

Signature

May 28, 2024

Date

Scott Carswell

Managing Member

Print Name

Title

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Scott Carswell Presents LLC

Signature: *Scott Carswell* Title: Managing Member

STATE OF Florida  
COUNTY OF LEON

Sworn to and subscribed before me this 30<sup>th</sup> day of May, 2024

Personally known  BCR

*Bruce C. Roberson*  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of Florida

My commission expires: March 22, 2028

(Type of identification)



Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,  
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Scott Carswell  
Title: Managing Member  
Firm: Scott Carswell Presents LLC  
Address: 1105 East Lafayette Street  
Tallahassee, FL 32301

### IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

*Scott Carswell*

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Title

\_\_\_\_\_  
May 28, 2024

\_\_\_\_\_  
Date

**CONTRACTOR'S BUSINESS INFORMATION**

COMPANY INFORMATION

|   |      |
|---|------|
| Name: <b>Scott Carswell Presents LLC</b>          |      |
| Street Address: <b>1105 East Lafayette Street</b> |      |
| City, State, Zip: <b>Tallahassee, Fl 32301</b>    |      |
| Taxpayer ID Number: <b>46-2780364</b>             |      |
| Telephone: <b>850-671-4700</b>                    | Fax: |
| Trade Style Name: <b>Scott Carswell Presents</b>  |      |

TYPE OF BUSINESS ORGANIZATION (check one)

|                                     |                           |                                     |                           |
|-------------------------------------|---------------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | Sole Proprietorship       | <input checked="" type="checkbox"/> | Limited Liability Company |
| <input type="checkbox"/>            | General Partnership       | <input type="checkbox"/>            | Joint Venture             |
| <input type="checkbox"/>            | Limited Partnership       | <input type="checkbox"/>            | Trust                     |
| <input type="checkbox"/>            | Corporation               | <input type="checkbox"/>            | Other ( <i>specify</i> )  |
| <input type="checkbox"/>            | Sub-chapter S Corporation |                                     |                           |

State of Incorporation: Florida Date Established: 2013

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

| Name           | Title           | Telephone    | E-Mail                          |
|----------------|-----------------|--------------|---------------------------------|
| Scott Carswell | Managing Member | 850-524-6900 | Scott@ScottCarswellPresents.com |
| Julie Carswell | Managing Member | 850-524-6901 | Julie@ScottCarswellPresents.com |
|                |                 |              |                                 |
|                |                 |              |                                 |

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 28th DAY OF May, 2024.

By: Scott Carswell Title: Managing Member

Printed Name and Title: Scott Carswell, Managing Member

**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,  
Scott Carswell Presents LLC  
(Name of Corporation, Partnership, Individual, etc.)  
a Concert and Event Management, formed under the laws of Florida  
(Type of Business) (State or Province)  
of which he/she is Co-Owner, Managing Member  
(Sole Owner, partner, president, etc.)
3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Scott Carswell  
AFFIANT'S NAME  
May 30, 2024

SCOTT S CARSWELL  
Managing Member  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 30 Day of May 2024

Personally Known BCR Or Produced Identification

Type of Identification

Bruce C. Roberson  
NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 22 - March 2028



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER  
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

*Scott Carswell*

\_\_\_\_\_  
Signature

Managing Member

\_\_\_\_\_  
Title

Scott Carswell Presents LLC

\_\_\_\_\_  
Contractor/Firm

1105 East Lafayette Street, Tallahassee, FL 32301

\_\_\_\_\_  
Address



### LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification.

Failure to provide the information requested will result in denial of certification as a local business.

|   |  |
|---|--|
| Business Name:<br><b>Scott Carswell Presents LLC</b>                                      |  |
| Current Local Address: <b>1105 East Lafayette Street<br/>Tallahassee, Fl 32301</b>        | Phone: <b>850-671-4700</b><br><br>Fax: |
| If the above address has been for less than six months, please provide the prior address. |  |
| Length of time at this address: <b>40 years</b>   |  |
| Home Office Address:<br><br><b>1105 East Lafayette Street, Tallahassee, Fl 32301</b>      | Phone:<br><br>Fax:                     |

*Scott Carswell*  
Signature of Authorized Representative

May 30, 2024  
Date

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 30 day of MAY, 2024  
By SCOTT CARSWELL of SCOTT CARSWELL PRESENTS  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a FLORIDA LLC Corporation, on behalf of the corporation. He/she is personally known to me YES  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.



*Bruce C. Roberson*  
Signature of Notary  
BRUCE C. ROBERSON  
Print, Type or Stamp Name of Notary  
Individual  
Title or Rank  
HH 476706  
Serial Number, if Any

### Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this 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.

*Scott Carswell*

---

Signature

May 28, 2024

---

Date



Leon County  
Procurement

Melanie Hooley, Purchasing Director  
1800-3 North Blair Stone Road, Tallahassee, FL 32308

**EVALUATION TABULATION – RFP No. BC-2024-023: Professional Management Services - County Concerts**

**AGGREGATE SCORES SUMMARY**

| Vendor                                 | Evaluator 1 | Evaluator 2 | Evaluator 3 | Total Score<br>(Max Score 100) | Total Average Rank |
|--|-------------|-------------|-------------|--------------------------------|--------------------|
| Scott Carswell Presents LLC            | 82.3 (1)    | 97.3 (1)    | 84.3 (1)    | <b>87.96</b>                   | <b>1</b>           |
| Pearl Entertainment & Productions, LLC | 77.9 (3)    | 81.9 (2)    | 66.9 (2)    | <b>75.58</b>                   | <b>2.33</b>        |
| Danger Hart Hospitality, LLC           | 78 (2)      | 79 (3)      | 61 (3)      | <b>72.67</b>                   | <b>2.67</b>        |

**VENDOR SCORES BY EVALUATION CRITERIA**

| Vendor                                 | Company Background and Expertise<br>Points Based<br>30 Points (30%) | Financial Management Plan and Proposed Annual Schedule of Artists<br>Points Based<br>25 Points (25%) | Local Community Involvement<br>Points Based<br>10 Points (10%) | Local Vision Points Based<br>10 Points (10%) | Conclusion Points Based<br>10 Points (10%) | Proposer's Fee Points Based<br>10 Points (10%) | Local Preference Points Based<br>5 Points (5%) | Total Score<br>(Max Score 100) |
|--|---|--|--|--|--|--|--|--------------------------------|
| Scott Carswell Presents LLC            | 26  | 22   | 9  | 8.7  | 9  | 8.3  | 5  | <b>87.96</b>                   |
| Pearl Entertainment & Productions, LLC | 20  | 17.3   | 7.3  | 9  | 8  | 8.9  | 5  | <b>75.58</b>                   |
| Danger Hart Hospitality, LLC           | 16.7  | 19   | 7  | 7.7  | 7.3  | 10   | 5  | <b>72.67</b>                   |

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

## Agenda Item #14

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Gwen Marshall, Clerk of the Circuit Court and Comptroller

**Title:** Fiscal Year 2022/2023 Annual Audit and Financial Statements

---

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator  |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Roshaunda Bradley, Director, Office of Management and Budget                   |
| <b>Lead Staff/ Project Team:</b>    | Edward Burke, Finance Director<br>Travis Stephens, Assistant Finance Director<br>Nathan Lankford, General Accounting Manager |

### **Statement of Issue:**

This agenda item seeks Board acceptance of the annual external audit and the County's financial statements, along with approval for the Chair to sign the letter transmitting these reports to the Auditor General in compliance with Florida Statutes.

### **Fiscal Impact:**

This item has no fiscal impact; however, an annual audit is required by state statutes, and if it were not completed, it would jeopardize federal, state, and local revenues.

### **Staff Recommendation:**

Option #1: Accept the Fiscal Year 2022/2023 Annual Audit and Financial Statements (Attachment #1) and authorize the Chair to sign a letter transmitting the report to the Auditor General (Attachment #2).

## **Report and Discussion**

### **Background:**

Section 218.39, Florida Statutes, requires the Board to obtain an independent audit of the County's financial statements on an annual basis. The Board contracted for an independent audit with Thomas Howell Ferguson P.A. and Law, Redd, Crona, & Munroe P.A., Certified Public Accountants. The audit and financial report are provided to the Board for review under the Clerk's transmittal memorandum (Attachment #1).

### **Analysis:**

The report on internal control, report on compliance, and the management letter from the Board's external auditors is included in pages 49 to 60 of Attachment #1. There are four audit recommendations which have been accepted by management. The implementation of the recommendations is in progress. The letter transmitting the Management Letter (Attachment #2) will be forwarded to the Auditor General.

### **Options:**

1. Accept the Fiscal Year 2022/2023 Annual Audit and Financial Statements (Attachment #1) and authorize the Chair to sign a letter transmitting the report to the Auditor General (Attachment #2).
2. Do not accept the Fiscal Year 2022/2023 Annual Audit and Financial Report.
3. Board direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. Transmittal Memorandum from the Clerk of the Circuit Court & Comptroller and the Annual Audit and Financial Report for FY 2022/23
2. Response transmitting the report to the Auditor General



THE HONORABLE  
**GWEN MARSHALL**

CLERK OF THE CIRCUIT COURT AND COMPTROLLER

CLERK OF COURTS • COUNTY COMPTROLLER • AUDITOR • TREASURER • RECORDER

June 11, 2024

Leon County Board of County Commissioners  
301 S. Monroe Street  
Tallahassee, Florida 32301

**RE: FY 2022-2023 Audit Report and Financial Statements**

Dear Honorable Board of County Commissioners,

I am pleased to forward to you Leon County's annual audit report as well as the financial statements for the fiscal year ended September 30, 2023. This report reflects an unqualified auditor's opinion on the Board's financial statements. Leon County has received an unqualified audit opinion for 41 consecutive years.

The auditors' report on internal control over financial reporting, compliance and other matters is found on pages 49 through 53, with the associated management letter on pages 54 through 60. The management letter provides four audit recommendations regarding financial accounting processes. All audit recommendations have been accepted by management as indicated in the letter.

The Director of Financial Stewardship, Clerk of the Circuit Court and Comptroller, and the Finance Director met with the external auditors regarding this report. Subsequent to this discussion, and a review of the audit recommendations with staff, we recommend acceptance of this report and the associated response to the State Auditor General.

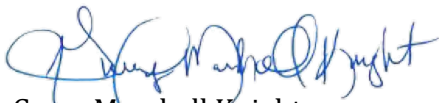
Your acceptance of the report and approval of the letter transmitting the report will be included in the July 9, Board of County Commission Meeting agenda. As mentioned, Florida law requires that a letter of response be made to the State Auditor General regarding the auditor's comments.

Thank you to all Leon County staff who worked so diligently to produce not only these financial statements, but the outstanding results of operations that are reflected in this document. Leon County's 2022-2023 Annual Comprehensive Financial Report has been submitted for the Florida Government Finance Officers Certificate of Achievement for Excellence in Financial Reporting. Leon County has consistently received this honor for 26 years and will no doubt remain among the distinguished group of governmental entities receiving this award.

All of the above referenced financial documents are available on the Leon County Clerk of Circuit Court and Comptroller website under "Clerk to the Board" at [www.leonclerk.com](http://www.leonclerk.com).

Should you have questions regarding the audit or the financial statements, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gwen Marshall Knight".

Gwen Marshall Knight  
Clerk of the Circuit Court and Comptroller

cc:

Advisory Audit Committee Members  
Vince Long, County Administrator  
Ken Morris, Assistant County Administrator  
Edward Burke, Director of Finance  
Kenneth A. Kent, Chief Deputy Clerk  
Travis Stephens, Assistant Finance Director



# Special-Purpose Financial Statements

## Board of County Commissioners Leon County, Florida

*Year Ended September 30, 2023  
with Report of Independent Auditors*

Thomas Howell Ferguson P.A.  
and  
Law, Redd, Crona & Munroe, P.A.

**Board of County Commissioners  
Leon County, Florida  
Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**Board of County Commissioners**

|                              |            |
|------------------------------|------------|
| Carolyn Cummings, Chair..... | At-Large   |
| Nick Maddox.....             | At-Large   |
| Bill Proctor.....            | District 1 |
| Christian Caban.....         | District 2 |
| Rick Minor.....              | District 3 |
| Brian Welch.....             | District 4 |
| David O'Keefe.....           | District 5 |

**COUNTY ADMINISTRATOR  
Vincent S. Long**

**CLERK OF THE CIRCUIT COURT**

**AND**

**COMPTROLLER  
Gwen Marshall**

**Board of County Commissioners  
Leon County, Florida  
Special - Purpose Financial Statements  
Year Ended September 30, 2023**

**TABLE OF CONTENTS**

|   |          |
|---|----------|
| <b>Report of Independent Auditors.....</b>  | <b>1</b> |
| <b>Audited Special-Purpose Financial Statements</b>   |          |
| Balance Sheet - Governmental Funds.....   | 5        |
| Statement of Revenues, Expenditures, and Changes in Fund<br>Balances - Governmental Funds.....  | 7        |
| Statement of Net Position - Proprietary Funds.....  | 9        |
| Statement of Revenues, Expenses, and Changes in Fund<br>Net Position - Proprietary Funds.....   | 10       |
| Statement of Cash Flows - Proprietary Funds.....  | 11       |
| Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund.....  | 13       |
| Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Fine and Forfeiture Fund.....  | 14       |
| Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - Grants Fund.....   | 15       |
| Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual -<br>Emergency Medical Services Fund.....  | 16       |
| Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual -<br>Local Provider Participation Fund.....  | 17       |
| Notes to Special-Purpose Financial Statements.....  | 18       |
| <b>Other Schedules</b>  |          |
| Schedule of Receipts and Expenditures of Funds Related to<br>the Deepwater Horizon Oil Spill.....   | 48       |
| <b>Other Reports</b>  |          |
| Report of Independent Auditors on Internal Control Over Financial Reporting and on<br>Compliance and Other Matters Based on an Audit of Special-Purpose Financial<br>Statements Performed in Accordance with <i>Government Auditing Standards</i> ..... | 49       |
| Report of Independent Accountants on Compliance with Section 218.415, <i>Florida Statutes</i> ,<br>Local Government Investment Policies.....  | 51       |
| Report of Independent Accountants on Compliance with Sections 365.172 and 365.173,<br><i>Florida Statutes</i> , Emergency Communications Number E911 System Fund.....   | 52       |
| Report of Independent Accountants on Compliance with Section 288.8017, <i>Florida Statutes</i> ,<br>Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill.....  | 53       |
| Management Letter.....  | 54       |

## Report of Independent Auditors

The Honorable Board of County Commissioners  
Leon County, Florida

### **Report on the Audit of the Special-Purpose Financial Statements**

#### ***Opinions***

We have audited the accompanying special-purpose financial statements of the major governmental funds, the proprietary funds, and the aggregate remaining fund information of the Board of County Commissioners of Leon County, Florida (the Board) as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Board's special-purpose financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying special-purpose financial statements referred to above present fairly, in all material respects, the respective financial position of the major governmental funds, the proprietary funds, the discretely presented component unit, and the aggregate remaining fund information of the Board as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, the Fine and Forfeiture Fund, the Grants Fund, the Emergency Medical Services Fund, and the Local Provider Participation Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Housing Finance Authority of Leon County, a discretely presented component unit of Leon County, which represent 0.8%, 1.1%, and 0.2% of total assets, fund balance, and total revenues of the Board as of September 30, 2023. Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Housing Finance Authority of Leon County, is based solely on the report of the other auditors.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Special-Purpose Financial Statements section of our report. We are required to be independent of the Board and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Two

***Emphasis of Matter***

As discussed in Note 1, the accompanying special-purpose financial statements referred to above were prepared solely for the purpose of complying with the Rules of the Auditor General of the State of Florida (Rules). In conformity with the Rules, the accompanying special-purpose financial statements are intended to present the financial position and changes in financial position of the governmental funds, the proprietary funds, and the discretely presented component unit of the Board, and only that portion that is attributable to the transactions of the Board. They do not purport to, and do not, present fairly the financial position of Leon County, Florida, as of September 30, 2023, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to these matters.

As discussed in Note 1 to the special-purpose financial statements, during the fiscal year ended September 30, 2023, the Board adopted Governmental Accounting Standards Board Statement No. 96, *Subscription-Based Information Technology Arrangements*. Our opinion is not modified with respect to this matter.

As discussed in Note 15 to the special-purpose financial statements, October 1, 2022 fund balances for the General and Nonmajor Governmental Funds have been restated to correct previously reported misstatements. Our opinion is not modified with respect to this matter.

***Responsibilities of Management for the Special-Purpose Financial Statements***

Management is responsible for the preparation and fair presentation of the special-purpose financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of special-purpose financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the special-purpose financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Three

***Auditors' Responsibilities for the Audit of the Special-Purpose Financial Statements***

Our objectives are to obtain reasonable assurance about whether the special-purpose financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the special-purpose financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the special-purpose financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the special-purpose financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Four

***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the special-purpose financial statements that collectively comprise the Board's special-purpose financial statements. The Schedule of Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill (the Schedule) is presented for purposes of additional analysis and is not a required part of the special-purpose financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the special-purpose financial statements. The information has been subjected to the auditing procedures applied in the audit of the special-purpose financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the special-purpose financial statements or to the special-purpose financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule is fairly stated, in all material respects, in relation to the special-purpose financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated April 10, 2024, on our consideration of the Board's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Board's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control over financial reporting and compliance.



**Thomas Howell Ferguson P.A.**  
Tallahassee, Florida  
April 10, 2024



**Law, Redd, Crona & Munroe, P.A.**

**Board of County Commissioners  
Leon County, Florida  
Balance Sheet - Governmental Funds  
September 30, 2023**

|   | General Fund         | Fine &<br>Forfeiture Fund | Grants Fund          | Emergency<br>Medical Services<br>Fund |
|---|----------------------|---------------------------|----------------------|---------------------------------------|
| <b>Assets</b>   |                      |                           |                      |                                       |
| Cash  | \$ 7,301,069         | \$ 0                      | \$ 692,098           | \$ 363,907                            |
| Investments   | 34,733,966           | 4,771,671                 | 20,033,312           | 5,673,601                             |
| Receivables (net of allowances<br>for uncollectibles):        |                      |                           |                      |                                       |
| Accounts  | 1,922,405            | 8,079                     | 0                    | 5,451,121                             |
| Lease receivables   | 0                    | 0                         | 0                    | 0                                     |
| Special assessments   | 0                    | 0                         | 0                    | 0                                     |
| Due from other governments                                    | 6,748,520            | 0                         | 6,927,475            | 0                                     |
| Due from other funds  | 1,425,444            | 0                         | 696,362              | 4,162                                 |
| Due from other county units                                   | 1,855,011            | 3,876,325                 | 38,909               | 1,607                                 |
| Inventories   | 466,577              | 0                         | 0                    | 0                                     |
| Prepays   | 477,233              | 0                         | 179,271              | 70,719                                |
| <b>Total assets</b>   | <b>\$ 54,930,225</b> | <b>\$ 8,656,075</b>       | <b>\$ 28,567,427</b> | <b>\$ 11,565,117</b>                  |
| <b>Liabilities, deferred inflows, and fund balances</b>       |                      |                           |                      |                                       |
| <b>Liabilities:</b>   |                      |                           |                      |                                       |
| Accounts payable  | \$ 2,785,216         | \$ 5,303                  | \$ 1,577,707         | \$ 976,061                            |
| Accrued liabilities   | 1,562,609            | 0                         | 4,480                | 363,907                               |
| Due to other governments                                      | 1,236,087            | 690                       | 1,004                | 3,893                                 |
| Due to other funds  | 119,085              | 1,226,657                 | 549,389              | 29,342                                |
| Due to other county units                                     | 1,518                | 0                         | 0                    | 6,846                                 |
| Deposits  | 0                    | 184,740                   | 0                    | 0                                     |
| Revenue received in advance                                   | 0                    | 0                         | 8,972,263            | 0                                     |
| <b>Total liabilities</b>                                      | <b>5,704,515</b>     | <b>1,417,390</b>          | <b>11,104,843</b>    | <b>1,380,049</b>                      |
| <b>Deferred inflows</b>                                       |                      |                           |                      |                                       |
| Deferred inflow of resources                                  | 0                    | 0                         | 0                    | 0                                     |
| <b>Total deferred inflows</b>                                 | <b>0</b>             | <b>0</b>                  | <b>0</b>             | <b>0</b>                              |
| <b>Fund balances:</b>   |                      |                           |                      |                                       |
| Nonspendable  | 943,810              | 0                         | 179,271              | 70,719                                |
| Restricted  | 0                    | 225,998                   | 16,636,457           | 0                                     |
| Committed   | 7,660,233            | 1,055,341                 | 695,723              | 10,114,349                            |
| Assigned  | 6,139,030            | 5,957,346                 | 0                    | 0                                     |
| Unassigned  | 34,482,637           | 0                         | (48,867)             | 0                                     |
| <b>Total fund balances</b>                                    | <b>49,225,710</b>    | <b>7,238,685</b>          | <b>17,462,584</b>    | <b>10,185,068</b>                     |
| <b>Total liabilities, deferred inflows, and fund balances</b> | <b>\$ 54,930,225</b> | <b>\$ 8,656,075</b>       | <b>\$ 28,567,427</b> | <b>\$ 11,565,117</b>                  |

The accompanying notes are an integral part of these special-purpose financial statements.



| Local Provider<br>Participation Fund | Capital<br>Improvement<br>Fund | Nonmajor<br>Governmental<br>Funds | Total<br>Governmental<br>Funds |
|--------------------------------------|--------------------------------|-----------------------------------|--------------------------------|
| \$ 0                                 | \$ 0                           | \$ 2,091,674                      | \$ 10,448,748                  |
| 2,696,838                            | 38,515,434                     | 71,565,063                        | 177,989,885                    |
| 0                                    | 67,162                         | 692,269                           | 8,141,036                      |
| 0                                    | 0                              | 6,102,137                         | 6,102,137                      |
| 24,251,888                           | 0                              | 1,002,426                         | 25,254,314                     |
| 0                                    | 0                              | 6,577,413                         | 20,253,408                     |
| 0                                    | 264,666                        | 582,740                           | 2,973,374                      |
| 0                                    | 151,772                        | 812,730                           | 6,736,354                      |
| 0                                    | 0                              | 0                                 | 466,577                        |
| 0                                    | 154,952                        | 10,730                            | 892,905                        |
| <u>\$ 26,948,726</u>                 | <u>\$ 39,153,986</u>           | <u>\$ 89,437,182</u>              | <u>\$ 259,258,738</u>          |
| \$ 0                                 | \$ 1,167,393                   | \$ 1,706,724                      | \$ 8,218,404                   |
| 0                                    | 0                              | 208,544                           | 2,139,540                      |
| 24,639,976                           | 0                              | 3,921,197                         | 29,802,847                     |
| 127,213                              | 0                              | 713,382                           | 2,765,068                      |
| 0                                    | 0                              | 328                               | 8,692                          |
| 0                                    | 0                              | 23,807                            | 208,547                        |
| 0                                    | 0                              | 1,273,750                         | 10,246,013                     |
| <u>24,767,189</u>                    | <u>1,167,393</u>               | <u>7,847,732</u>                  | <u>53,389,111</u>              |
| <u>0</u>                             | <u>0</u>                       | <u>6,736,646</u>                  | <u>6,736,646</u>               |
| <u>0</u>                             | <u>0</u>                       | <u>6,736,646</u>                  | <u>6,736,646</u>               |
| 0                                    | 154,952                        | 10,730                            | 1,359,482                      |
| 2,181,537                            | 35,678,641                     | 65,357,229                        | 120,079,862                    |
| 0                                    | 2,153,000                      | 9,573,067                         | 31,251,713                     |
| 0                                    | 0                              | 0                                 | 12,096,376                     |
| 0                                    | 0                              | (88,222)                          | 34,345,548                     |
| <u>2,181,537</u>                     | <u>37,986,593</u>              | <u>74,852,804</u>                 | <u>199,132,981</u>             |
| <u>\$ 26,948,726</u>                 | <u>\$ 39,153,986</u>           | <u>\$ 89,437,182</u>              | <u>\$ 259,258,738</u>          |

**Board of County Commissioners**  
**Leon County, Florida**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances -**  
**Governmental Funds**  
**Year Ended September 30, 2023**

|  | General Fund         | Fine &<br>Forfeiture Fund | Grants Fund          | Emergency<br>Medical Services<br>Fund |
|--|----------------------|---------------------------|----------------------|---------------------------------------|
| <b>Revenues</b>  |                      |                           |                      |                                       |
| Taxes  | \$ 88,331,602        | \$ 101,194,886            | \$ 0                 | \$ 10,280,836                         |
| Licenses and permits   | 0                    | 0                         | 0                    | 0                                     |
| Intergovernmental  | 13,194,185           | 16,993                    | 6,001,857            | 0                                     |
| Charges for services   | 1,683,876            | 643,655                   | 92,916               | 17,284,467                            |
| Fines and forfeitures  | 0                    | 77,237                    | 0                    | 0                                     |
| Interest   | 2,142,505            | 769,135                   | 1,197,228            | 320,581                               |
| Net increase (decrease) in fair value of investments         | 1,304,493            | (5,206)                   | 0                    | 41,554                                |
| Miscellaneous  | 360,045              | 40,834                    | 47,062               | 14,300                                |
| Total revenues   | <u>107,016,706</u>   | <u>102,737,534</u>        | <u>7,339,063</u>     | <u>27,941,738</u>                     |
| <b>Expenditures</b>  |                      |                           |                      |                                       |
| Current:   |                      |                           |                      |                                       |
| General government   | 24,592,159           | 0                         | 0                    | 0                                     |
| Public safety  | 3,103,364            | 3,431,871                 | 4,634,912            | 27,748,397                            |
| Physical environment   | 2,462,874            | 0                         | 174,312              | 0                                     |
| Transportation   | 535                  | 0                         | 6,138                | 0                                     |
| Economic environment   | 4,409,165            | 0                         | 1,074,268            | 0                                     |
| Human services   | 8,349,612            | 0                         | 42,807               | 0                                     |
| Culture and recreation                                       | 5,817,465            | 0                         | 157,630              | 0                                     |
| Judicial   | 3,591,990            | 2,046,078                 | 2,222                | 0                                     |
| Debt Service:  |                      |                           |                      |                                       |
| Principal retirement   | 50,062               | 0                         | 0                    | 0                                     |
| Interest and fiscal charges                                  | 4,666                | 0                         | 0                    | 0                                     |
| Capital Outlay   | 656,848              | 0                         | 7,925,010            | 1,243,968                             |
| Total expenditures   | <u>53,038,740</u>    | <u>5,477,949</u>          | <u>14,017,299</u>    | <u>28,992,365</u>                     |
| Excess (deficiency) of revenues over<br>(under) expenditures | <u>53,977,966</u>    | <u>97,259,585</u>         | <u>(6,678,236)</u>   | <u>(1,050,627)</u>                    |
| Other financing sources (uses):                              |                      |                           |                      |                                       |
| Transfers in   | 5,359,975            | 4,637,429                 | 972,462              | 4,412,219                             |
| Subscription financing                                       | 156,579              | 0                         | 0                    | 0                                     |
| Transfers out  | <u>(63,753,544)</u>  | <u>(96,447,645)</u>       | <u>(6,136,666)</u>   | <u>(172,111)</u>                      |
| Total other financing (uses) sources                         | <u>(58,236,990)</u>  | <u>(91,810,216)</u>       | <u>(5,164,204)</u>   | <u>4,240,108</u>                      |
| Net change in fund balances                                  | (4,259,024)          | 5,449,369                 | (11,842,440)         | 3,189,481                             |
| Fund balances at beginning of year                           | 53,034,909           | 1,789,316                 | 29,305,024           | 6,995,587                             |
| Prior period adjustments                                     | 449,825              | 0                         | 0                    | 0                                     |
| Fund balances at beginning of year, as restated              | <u>53,484,734</u>    | <u>1,789,316</u>          | <u>29,305,024</u>    | <u>6,995,587</u>                      |
| Fund balances at end of year                                 | <u>\$ 49,225,710</u> | <u>\$ 7,238,685</u>       | <u>\$ 17,462,584</u> | <u>\$ 10,185,068</u>                  |

The accompanying notes are an integral part of these special-purpose financial statements.

| Local Provider<br>Participation Fund | Capital<br>Improvement Fund | Nonmajor<br>Governmental<br>Funds | Total<br>Governmental<br>Funds |
|--------------------------------------|-----------------------------|-----------------------------------|--------------------------------|
| \$ 24,251,888                        | \$ 0                        | \$ 36,738,272                     | \$ 260,797,484                 |
| 0                                    | 0                           | 2,838,138                         | 2,838,138                      |
| 0                                    | 1,376,196                   | 10,137,156                        | 30,726,387                     |
| 0                                    | 0                           | 11,680,173                        | 31,385,087                     |
| 0                                    | 0                           | 200,401                           | 277,638                        |
| 131,029                              | 934,274                     | 2,666,833                         | 8,161,585                      |
| 0                                    | 604,260                     | 1,888,204                         | 3,833,305                      |
| 0                                    | 1,520,000                   | 2,056,625                         | 4,038,866                      |
| <u>24,382,917</u>                    | <u>4,434,730</u>            | <u>68,205,802</u>                 | <u>342,058,490</u>             |
| 0                                    | 2,139,429                   | 516,959                           | 27,248,547                     |
| 0                                    | 0                           | 18,620,804                        | 57,539,348                     |
| 0                                    | 557,514                     | 8,054,083                         | 11,248,783                     |
| 0                                    | 0                           | 14,145,592                        | 14,152,265                     |
| 0                                    | 0                           | 6,096,119                         | 11,579,552                     |
| 22,353,917                           | 0                           | 2,290,894                         | 33,037,230                     |
| 0                                    | 54,194                      | 7,802,774                         | 13,832,063                     |
| 0                                    | 190,375                     | 371,345                           | 6,202,010                      |
| 0                                    | 488,257                     | 5,098,012                         | 5,636,331                      |
| 0                                    | 28,052                      | 617,509                           | 650,227                        |
| 0                                    | 10,241,468                  | 9,015,836                         | 29,083,130                     |
| <u>22,353,917</u>                    | <u>13,699,289</u>           | <u>72,629,927</u>                 | <u>210,209,486</u>             |
| <u>2,029,000</u>                     | <u>(9,264,559)</u>          | <u>(4,424,125)</u>                | <u>131,849,004</u>             |
| 0                                    | 22,478,250                  | 29,228,501                        | 67,088,836                     |
| 0                                    | 819,956                     | 0                                 | 976,535                        |
| 0                                    | 0                           | (13,074,658)                      | (179,584,624)                  |
| 0                                    | 23,298,206                  | 16,153,843                        | (111,519,253)                  |
| 2,029,000                            | 14,033,647                  | 11,729,718                        | 20,329,751                     |
| 152,537                              | 23,952,946                  | 62,708,452                        | 177,938,771                    |
| 0                                    | 0                           | 414,634                           | 864,459                        |
| <u>152,537</u>                       | <u>23,952,946</u>           | <u>63,123,086</u>                 | <u>178,803,230</u>             |
| <u>\$ 2,181,537</u>                  | <u>\$ 37,986,593</u>        | <u>\$ 74,852,804</u>              | <u>\$ 199,132,981</u>          |

**Board of County Commissioners**  
**Leon County, Florida**  
**Statement of Net Position - Proprietary Funds**  
**September 30, 2023**

|   | Business-type<br>Activities -<br>Landfill<br>Fund | Internal Service<br>Funds | Component Unit -<br>Housing Finance<br>Authority |
|---|---|---------------------------|--|
| <b>Assets</b>                               |   |                           |  |
| <b>Current assets:</b>                      |   |                           |  |
| Cash  | \$ 559,991  | \$ 727,351                | \$ 1,902,636                                     |
| Cash with fiscal agent                      | 0   | 306,082                   | 0  |
| Investments                                 | 0   | 8,347,539                 | 0  |
| Accounts receivable                         | 2,520,793   | 317,643                   | 30,147   |
| Due from other funds                        | 167,190   | 20,346                    | 0  |
| Due from other governments                  | 0   | 23,223                    | 12,613   |
| Due from other county units                 | 2,044   | 380,407                   | 31,000   |
| Inventories                                 | 1,733   | 94,971                    | 0  |
| Prepays                                     | 0   | 116,191                   | 0  |
| <b>Total current assets</b>                 | <b>3,251,751</b>                                  | <b>10,333,753</b>         | <b>1,976,396</b>                                 |
| <b>Noncurrent assets:</b>                   |   |                           |  |
| Restricted cash and investments             | 14,605,274  | 0                         | 0  |
| Mortgage loans receivable, net of allowance | 0   | 0                         | 287,238  |
| <b>Capital assets:</b>                      |   |                           |  |
| Non depreciable capital assets              | 3,165,465   | 0                         | 0  |
| Depreciable capital assets (Net)            | 3,597,058   | 0                         | 0  |
| <b>Total noncurrent assets</b>              | <b>21,367,797</b>                                 | <b>0</b>                  | <b>287,238</b>                                   |
| <b>Total assets</b>                         | <b>\$ 24,619,548</b>                              | <b>\$ 10,333,753</b>      | <b>\$ 2,263,634</b>                              |
| <b>Liabilities</b>                          |   |                           |  |
| <b>Current liabilities:</b>                 |   |                           |  |
| Accounts payable                            | \$ 2,566,837                                      | \$ 451,678                | \$ 0   |
| Accrued liabilities                         | 21,454  | 6,962                     | 0  |
| Due to other governments                    | 2,063   | 7,356                     | 0  |
| Due to other funds                          | 12,502  | 383,340                   | 0  |
| Claims payable                              | 0   | 6,847,147                 | 0  |
| Revenue received in advance                 | 13,206  | 0                         | 0  |
| Compensated absences                        | 85,679  | 40,428                    | 0  |
| <b>Total current liabilities</b>            | <b>2,701,741</b>                                  | <b>7,736,911</b>          | <b>0</b>   |
| <b>Noncurrent liabilities:</b>              |   |                           |  |
| Liability for closure costs                 | 22,076,218  | 0                         | 0  |
| Liability for compensated absences          | 130,697   | 56,388                    | 0  |
| Other post employment benefits              | 231,230   | 96,829                    | 0  |
| <b>Total noncurrent liabilities</b>         | <b>22,438,145</b>                                 | <b>153,217</b>            | <b>0</b>   |
| <b>Total liabilities</b>                    | <b>25,139,886</b>                                 | <b>7,890,128</b>          | <b>0</b>   |
| <b>Net position</b>                         |   |                           |  |
| Net investment in capital assets            | 6,762,523   | 0                         | 0  |
| Unrestricted                                | (7,282,861)                                       | 2,443,625                 | 2,263,634  |
| <b>Total net position</b>                   | <b>(520,338)</b>                                  | <b>2,443,625</b>          | <b>2,263,634</b>                                 |
| <b>Total liabilities and net position</b>   | <b>\$ 24,619,548</b>                              | <b>\$ 10,333,753</b>      | <b>\$ 2,263,634</b>                              |

The accompanying notes are an integral part of these special-purpose financial statements.

**Board of County Commissioners  
Leon County, Florida  
Statement of Revenues, Expenses, and Changes in  
Fund Net Position - Proprietary Funds  
Year Ended September 30, 2023**

|  | Business-type<br>Activities -<br>Landfill<br>Fund | Internal Service<br>Funds | Component Unit -<br>Housing Finance<br>Authority |
|--|---|---------------------------|--|
| <b>Operating revenues</b>                            |   |                           |  |
| Charges for services                                 | \$ 11,189,014                                     | \$ 11,511,551             | \$ 82,226  |
| TBA program income                                   | 0   | 0                         | 1,554  |
| Other income   | 0   | 0                         | 185,997  |
| Sale of surplus land properties                      | 0   | 0                         | 285,525  |
| <b>Total operating revenues</b>                      | <b>11,189,014</b>                                 | <b>11,511,551</b>         | <b>555,302</b>                                   |
| <b>Operating expenses</b>                            |   |                           |  |
| Personnel services                                   | 2,141,583   | 746,658                   | 0  |
| Contractual services                                 | 10,601,222  | 164,143                   | 65,777   |
| Supplies   | 403,942   | 2,299,207                 | 1,674  |
| Communications services                              | 27,978  | 931,431                   | 0  |
| Insurance  | 44,313  | 5,375,392                 | 3,967  |
| Utility services                                     | 84,956  | 0                         | 0  |
| Depreciation   | 653,785   | 0                         | 0  |
| Other services and charges                           | 4,943,073   | 2,223,799                 | 93,004   |
| <b>Total operating expenses</b>                      | <b>18,900,852</b>                                 | <b>11,740,630</b>         | <b>164,422</b>                                   |
| <b>Operating (loss) income</b>                       | <b>(7,711,838)</b>                                | <b>(229,079)</b>          | <b>390,880</b>                                   |
| <b>Nonoperating revenues:</b>                        |   |                           |  |
| Taxes  | 1,892,060   | 0                         | 0  |
| Interest   | 127,014   | 311,992                   | 72,417   |
| Net increase (decrease) in fair value of investments | 31,541  | 0                         | 0  |
| Miscellaneous  | 5,447   | 22,305                    | 0  |
| <b>Total nonoperating revenues</b>                   | <b>2,056,062</b>                                  | <b>334,297</b>            | <b>72,417</b>                                    |
| Income (loss) before contributions and transfers     | (5,655,776)                                       | 105,218                   | 463,297  |
| Transfers in   | 3,032,555   | 49,800                    | 0  |
| Transfers out  | (100,104)   | 0                         | 0  |
| <b>Change in net position</b>                        | <b>(2,723,325)</b>                                | <b>155,018</b>            | <b>463,297</b>                                   |
| <b>Net position at beginning of year</b>             | <b>2,202,987</b>                                  | <b>2,288,607</b>          | <b>1,800,337</b>                                 |
| <b>Net position at end of year</b>                   | <b>\$ (520,338)</b>                               | <b>\$ 2,443,625</b>       | <b>\$ 2,263,634</b>                              |

The accompanying notes are an integral part of these special-purpose financial statements.

**Board of County Commissioners  
Leon County, Florida  
Statement of Cash Flows  
Proprietary Funds  
Year Ended September 30, 2023**

|  | Business-type<br>Activities<br>Landfill Fund | Internal<br>Service Funds | Component<br>Unit -<br>Housing<br>Finance<br>Authority |
|--|--|---------------------------|--|
| <b>Cash flows from operating activities:</b>   |  |                           |  |
| Receipts from customers fees and other income  | \$ 10,547,578                                | \$ 22,305                 | \$ 473,661   |
| Payments to suppliers  | (10,825,810)                                 | (8,042,479)               | (86,922)   |
| Payments to employees  | (2,120,888)                                  | (734,455)                 | 0  |
| Internal activity - payments to other funds  | (44,313)                                     | 0                         | 0  |
| Internal activity - cash received from other funds   | 12,502                                       | 11,601,302                | 0  |
| Claims paid  | 0  | (1,535,218)               | 0  |
| Cash payments for program services   | 0  | 0                         | (77,500)   |
| Net cash provided by (used in) operating activities  | <u>(2,430,931)</u>                           | <u>1,311,455</u>          | <u>309,239</u>   |
| <b>Cash flows from noncapital financing activities:</b>  |  |                           |  |
| Tax proceeds   | 1,892,060                                    | 0                         | 0  |
| Repayments on interfund loans  | (167,190)                                    | (20,346)                  | 0  |
| Loans from other funds   | (40,739)                                     | 0                         | 0  |
| Transfers received from other funds  | 3,032,555                                    | 49,800                    | 0  |
| Transfers to other funds   | (100,104)                                    | 0                         | 0  |
| Collections on housing assistance loans  | 0  | 0                         | 21,907   |
| Net cash provided by (used in) noncapital financing activities                                 | <u>4,616,582</u>                             | <u>29,454</u>             | <u>21,907</u>  |
| <b>Cash flows from capital and related financing activities:</b>                               |  |                           |  |
| Acquisition and/or construction of capital assets  | <u>(889,931)</u>                             | <u>0</u>                  | <u>0</u>   |
| Net cash provided by (used in) capital and related financing activities                        | <u>(889,931)</u>                             | <u>0</u>                  | <u>0</u>   |
| <b>Cash flows from investing activities:</b>   |  |                           |  |
| Net proceeds from sales and maturities of investments  | (48,839)                                     | (1,525,372)               | 0  |
| Interest and dividends received  | 126,160                                      | 311,992                   | 72,417   |
| Increase (decrease) in fair value of investments   | 31,541                                       | 0                         | 0  |
| Net cash provided by (used in) investing activities  | <u>108,862</u>                               | <u>(1,213,380)</u>        | <u>72,417</u>  |
| Net cash increase (decrease) in cash   | 1,404,582                                    | 127,529                   | 403,563  |
| Cash at beginning of year (including \$12,441,089 included in restricted cash and investments) | <u>12,864,930</u>                            | <u>905,904</u>            | <u>1,499,073</u>                                       |
| Cash at end of year (including \$13,709,521 included in restricted cash and investments)       | <u>\$ 14,269,512</u>                         | <u>\$ 1,033,433</u>       | <u>\$ 1,902,636</u>                                    |

The accompanying notes are an integral part of these special-purpose financial statements.

**Board of County Commissioners  
Leon County, Florida  
Statement of Cash Flows  
Proprietary Funds  
Year Ended September 30, 2023**

|   | Business-type<br>Activities<br>Landfill Fund | Internal<br>Service Funds | Component<br>Unit -<br>Housing<br>Finance<br>Authority |
|---|--|---------------------------|--|
| <b>Reconciliation of operating income (loss) to net cash provided by (used in) operating activities</b> |  |                           |  |
| Operating income (loss)   | \$ (7,711,838)                               | \$ (229,079)              | \$ 390,880   |
| Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:   |  |                           |  |
| Depreciation expense  | 653,785                                      | 0                         | 0  |
| Miscellaneous   | 5,447  | 22,305                    | 0  |
| Changes in assets and liabilities:  |  |                           |  |
| Receivables   | (648,219)                                    | 1,297,442                 | (18,715)   |
| Prepays   | 0  | 38,027                    | 0  |
| Due from other governments  | 12,502                                       | (95,002)                  | (37,926)   |
| Accounts payable and other liabilities  | 1,112,210                                    | 66,702                    | 0  |
| Accrued expenses  | 20,695                                       | 12,203                    | 0  |
| Other current liabilities   | 0  | 198,857                   | 0  |
| Revenues received in advance  | 1,336  | 0                         | 0  |
| Good Faith Deposits   | 0  | 0                         | (25,000)   |
| Estimated liability for closure costs/maintenance   | 4,123,151                                    | 0                         | 0  |
| Net cash provided by (used in) operating activities:  | \$ (2,430,931)                               | \$ 1,311,455              | \$ 309,239   |

The accompanying notes are an integral part of these special-purpose financial statements.

**Board of County Commissioners**  
**Leon County, Florida**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**General Fund**  
**Year Ended September 30, 2023**

|   | <u>Budget Amounts</u> |                      | Actual<br>Amounts    | Variance with<br>Final Budget |
|---|-----------------------|----------------------|----------------------|-------------------------------|
|   | Original              | Final                |                      | Positive<br>(Negative)        |
| <b>Revenues</b>   |                       |                      |                      |                               |
| Taxes   | \$ 87,156,892         | \$ 87,926,916        | \$ 88,331,602        | \$ 404,686                    |
| Intergovernmental   | 10,146,814            | 10,146,814           | 13,194,185           | 3,047,371                     |
| Charges for services                                      | 1,679,284             | 1,679,284            | 1,683,876            | 4,592                         |
| Interest  | 1,093,622             | 1,093,622            | 2,142,505            | 1,048,883                     |
| Net (decrease) increase in fair value of investments      | 0                     | 0                    | 1,304,493            | 1,304,493                     |
| Miscellaneous   | 261,939               | 606,939              | 360,045              | (246,894)                     |
| <b>Total revenue</b>                                      | <u>100,338,551</u>    | <u>101,453,575</u>   | <u>107,016,706</u>   | <u>5,563,131</u>              |
| <b>Expenditures</b>                                       |                       |                      |                      |                               |
| Current:  |                       |                      |                      |                               |
| General government  | 28,576,424            | 34,210,025           | 24,592,159           | 9,617,866                     |
| Public safety   | 3,301,414             | 3,301,414            | 3,103,364            | 198,050                       |
| Physical environment                                      | 2,756,638             | 2,632,884            | 2,462,874            | 170,010                       |
| Transportation  | 0                     | 0                    | 535                  | (535)                         |
| Economic environment                                      | 4,483,196             | 4,449,895            | 4,409,165            | 40,730                        |
| Human services  | 9,426,020             | 9,420,170            | 8,349,612            | 1,070,558                     |
| Culture and recreation                                    | 6,330,494             | 5,945,061            | 5,817,465            | 127,596                       |
| Judicial  | 527,761               | 517,761              | 3,591,990            | (3,074,229)                   |
| Debt service:   |                       |                      |                      |                               |
| Principal retirement                                      | 0                     | 0                    | 50,062               | 50,062                        |
| Interest and fiscal charges                               | 0                     | 0                    | 4,666                | 4,666                         |
| Capital Outlay  | 541,525               | 541,525              | 656,848              | (115,323)                     |
| <b>Total expenditures</b>                                 | <u>55,943,472</u>     | <u>61,018,735</u>    | <u>53,038,740</u>    | <u>7,979,995</u>              |
| Excess (deficiency) of revenues over (under) expenditures | <u>44,395,079</u>     | <u>40,434,840</u>    | <u>53,977,966</u>    | <u>13,543,126</u>             |
| <b>Other financing sources (uses):</b>                    |                       |                      |                      |                               |
| Transfers in  | 10,920,400            | 10,920,400           | 5,359,975            | (5,560,425)                   |
| Subscription financing                                    | 0                     | 0                    | 156,579              | 156,579                       |
| Transfers out   | (56,544,353)          | (71,723,167)         | (63,753,544)         | 7,969,623                     |
| <b>Total other financing sources (uses)</b>               | <u>(45,623,953)</u>   | <u>(60,802,767)</u>  | <u>(58,236,990)</u>  | <u>2,565,777</u>              |
| Net change in fund balance                                | (1,228,874)           | (20,367,927)         | (4,259,024)          | 16,108,903                    |
| Fund balances, October 1                                  | 53,034,909            | 53,034,909           | 53,034,909           | 0                             |
| Prior period adjustments                                  | 0                     | 0                    | 449,825              | 449,825                       |
| Fund balances, October 1, as restated                     | <u>53,034,909</u>     | <u>53,034,909</u>    | <u>53,484,734</u>    | <u>449,825</u>                |
| Fund balances, September 30                               | <u>\$ 51,806,035</u>  | <u>\$ 32,666,982</u> | <u>\$ 49,225,710</u> | <u>\$ 16,558,728</u>          |

The accompanying notes are an integral part of these special-purpose financial statements.



**Board of County Commissioners**  
**Leon County, Florida**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Fine & Forfeiture Fund**  
**Year Ended September 30, 2023**

|   | Budget Amounts      |                     | Actual<br>Amounts   | Variance with<br>Final Budget |
|---|---------------------|---------------------|---------------------|-------------------------------|
|   | Original            | Final               |                     | Positive<br>(Negative)        |
| <b>Revenues</b>   |                     |                     |                     |                               |
| Taxes   | \$ 99,289,507       | \$ 99,289,507       | \$ 101,194,886      | \$ 1,905,379                  |
| Intergovernmental   | 20,086              | 20,086              | 16,993              | (3,093)                       |
| Charges for services                                      | 710,315             | 710,315             | 643,655             | (66,660)                      |
| Fines and forfeitures                                     | 106,115             | 106,115             | 77,237              | (28,878)                      |
| Interest  | 393,076             | 393,076             | 769,135             | 376,059                       |
| Net (decrease) increase in fair value of investments      | 0                   | 0                   | (5,206)             | (5,206)                       |
| Miscellaneous   | 0                   | 0                   | 40,834              | 40,834                        |
| <b>Total revenue</b>                                      | <b>100,519,099</b>  | <b>100,519,099</b>  | <b>102,737,534</b>  | <b>2,218,435</b>              |
| <b>Expenditures</b>                                       |                     |                     |                     |                               |
| Current:  |                     |                     |                     |                               |
| Public safety   | 3,532,711           | 3,632,711           | 3,431,871           | 200,840                       |
| Judicial  | 2,439,717           | 2,439,717           | 2,046,078           | 393,639                       |
| <b>Total expenditures</b>                                 | <b>5,972,428</b>    | <b>6,072,428</b>    | <b>5,477,949</b>    | <b>594,479</b>                |
| Excess (deficiency) of revenues over (under) expenditures | 94,546,671          | 94,446,671          | 97,259,585          | 2,812,914                     |
| <b>Other financing sources (uses):</b>                    |                     |                     |                     |                               |
| Transfers in  | 0                   | 641,354             | 4,637,429           | 3,996,075                     |
| Transfers out   | (94,546,671)        | (95,833,155)        | (96,447,645)        | (614,490)                     |
| <b>Total other financing sources (uses)</b>               | <b>(94,546,671)</b> | <b>(95,191,801)</b> | <b>(91,810,216)</b> | <b>3,381,585</b>              |
| Net change in fund balance                                | 0                   | (745,130)           | 5,449,369           | 6,194,499                     |
| Fund balances, October 1                                  | 1,789,316           | 1,789,316           | 1,789,316           | 0                             |
| <b>Fund balances, September 30</b>                        | <b>\$ 1,789,316</b> | <b>\$ 1,044,186</b> | <b>\$ 7,238,685</b> | <b>\$ 6,194,499</b>           |

The accompanying notes are an integral part of these special-purpose financial statements.

**Board of County Commissioners**  
**Leon County, Florida**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Grants Fund**  
**Year Ended September 30, 2023**

|   | Budget Amounts |                | Actual<br>Amounts | Variance with<br>Final Budget |
|---|----------------|----------------|-------------------|-------------------------------|
|   | Original       | Final          |                   | Positive<br>(Negative)        |
| <b>Revenues</b>   |                |                |                   |                               |
| Intergovernmental   | \$ 553,136     | \$ 33,400,245  | \$ 6,001,857      | \$ (27,398,388)               |
| Charges for services                                      | 83,800         | 220,238        | 92,916            | (127,322)                     |
| Interest  | 0              | 107,018        | 1,197,228         | 1,090,210                     |
| Miscellaneous   | 0              | 876,936        | 47,062            | (829,874)                     |
| Total revenue   | 636,936        | 34,604,437     | 7,339,063         | (27,265,374)                  |
| <b>Expenditures</b>                                       |                |                |                   |                               |
| Current:  |                |                |                   |                               |
| Public safety   | 716,965        | 9,160,518      | 4,634,912         | 4,525,606                     |
| Physical environment                                      | 0              | 2,959,559      | 174,312           | 2,785,247                     |
| Transportation  | 0              | 378,623        | 6,138             | 372,485                       |
| Economic environment                                      | 50,000         | 2,447,635      | 1,074,268         | 1,373,367                     |
| Human services  | 38,026         | 75,660         | 42,807            | 32,853                        |
| Culture and recreation                                    | 5,500          | 425,504        | 157,630           | 267,874                       |
| Judicial  | 88,053         | 176,473        | 2,222             | 174,251                       |
| Capital Outlay  | 69,500         | 49,363,436     | 7,925,010         | 41,438,426                    |
| Total expenditures  | 968,044        | 64,987,408     | 14,017,299        | 50,970,109                    |
| Excess (deficiency) of revenues over (under) expenditures | (331,108)      | (30,382,971)   | (6,678,236)       | 23,704,735                    |
| <b>Other financing sources (uses):</b>                    |                |                |                   |                               |
| Transfers in  | 331,108        | 331,108        | 972,462           | 641,354                       |
| Transfers out   | (3,071,844)    | (6,136,666)    | (6,136,666)       | 0                             |
| Total other financing sources (uses)                      | (2,740,736)    | (5,805,558)    | (5,164,204)       | 641,354                       |
| Net change in fund balance                                | (3,071,844)    | (36,188,529)   | (11,842,440)      | 24,346,089                    |
| Fund balances, October 1                                  | 29,305,024     | 29,305,024     | 29,305,024        | 0                             |
| Fund balances, September 30                               | \$ 26,233,180  | \$ (6,883,505) | \$ 17,462,584     | \$ 24,346,089                 |

The accompanying notes are an integral part of these special-purpose financial statements.

**Board of County Commissioners**  
**Leon County, Florida**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Emergency Medical Services Fund**  
**Year Ended September 30, 2023**

|   | Budget Amounts      |                     | Actual<br>Amounts    | Variance with<br>Final Budget |
|---|---------------------|---------------------|----------------------|-------------------------------|
|   | Original            | Final               |                      | Positive<br>(Negative)        |
| <b>Revenues</b>   |                     |                     |                      |                               |
| Taxes   | \$ 10,154,053       | \$ 10,154,053       | \$ 10,280,836        | \$ 126,783                    |
| Charges for services                                      | 14,315,020          | 15,510,946          | 17,284,467           | 1,773,521                     |
| Interest  | 184,091             | 184,091             | 320,581              | 136,490                       |
| Net (decrease) increase in fair value of investments      | 0                   | 0                   | 41,554               | 41,554                        |
| Miscellaneous   | 38,950              | 38,950              | 14,300               | (24,650)                      |
| <b>Total revenue</b>                                      | <b>24,692,114</b>   | <b>25,888,040</b>   | <b>27,941,738</b>    | <b>2,053,698</b>              |
| <b>Expenditures</b>                                       |                     |                     |                      |                               |
| Current:  |                     |                     |                      |                               |
| Public safety   | 26,465,482          | 30,118,232          | 27,748,397           | 2,369,835                     |
| Capital Outlay  | 183,000             | 4,078,354           | 1,243,968            | 2,834,386                     |
| <b>Total expenditures</b>                                 | <b>26,648,482</b>   | <b>34,196,586</b>   | <b>28,992,365</b>    | <b>5,204,221</b>              |
| Excess (deficiency) of revenues over (under) expenditures | (1,956,368)         | (8,308,546)         | (1,050,627)          | 7,257,919                     |
| <b>Other financing sources (uses):</b>                    |                     |                     |                      |                               |
| Transfers in  | 1,988,751           | 4,412,219           | 4,412,219            | 0                             |
| Transfers out   | (203,568)           | (203,568)           | (172,111)            | 31,457                        |
| <b>Total other financing sources (uses)</b>               | <b>1,785,183</b>    | <b>4,208,651</b>    | <b>4,240,108</b>     | <b>31,457</b>                 |
| Net change in fund balance                                | (171,185)           | (4,099,895)         | 3,189,481            | 7,289,376                     |
| Fund balances, October 1                                  | 6,995,587           | 6,995,587           | 6,995,587            | 0                             |
| <b>Fund balances, September 30</b>                        | <b>\$ 6,824,402</b> | <b>\$ 2,895,692</b> | <b>\$ 10,185,068</b> | <b>\$ 7,289,376</b>           |

The accompanying notes are an integral part of these special-purpose financial statements.

**Board of County Commissioners**  
**Leon County, Florida**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual**  
**Local Provider Participation Fund**  
**Year Ended September 30, 2023**

|   | <u>Budgeted Amounts</u> |                   |                     | Variance with                          |
|---|-------------------------|-------------------|---------------------|--|
|   | <u>Original</u>         | <u>Final</u>      | <u>Actual</u>       | Final Budget<br>Positive<br>(Negative) |
| <b>Revenues</b>   |                         |                   |                     |  |
| Taxes   | \$ 0                    | \$ 24,251,888     | \$ 24,251,888       | \$ 0                                   |
| Interest  | 0                       | 0                 | 131,029             | 131,029                                |
| Total revenues  | <u>0</u>                | <u>24,251,888</u> | <u>24,382,917</u>   | <u>131,029</u>                         |
| <b>Expenditures</b>                                       |                         |                   |                     |  |
| Current:  |                         |                   |                     |  |
| Human services  | 0                       | 24,251,888        | 22,353,917          | 1,897,971                              |
| Total expenditures  | <u>0</u>                | <u>24,251,888</u> | <u>22,353,917</u>   | <u>1,897,971</u>                       |
| Excess (deficiency) of revenues over (under) expenditures | <u>0</u>                | <u>0</u>          | <u>2,029,000</u>    | <u>2,029,000</u>                       |
| Net change in fund balance                                | 0                       | 0                 | 2,029,000           | 2,029,000                              |
| Fund balances, October 1                                  | <u>152,537</u>          | <u>152,537</u>    | <u>152,537</u>      | <u>0</u>                               |
| Fund Balances, September 30                               | <u>\$ 152,537</u>       | <u>\$ 152,537</u> | <u>\$ 2,181,537</u> | <u>\$ 2,029,000</u>                    |

The accompanying notes are an integral part of these special-purpose financial statements.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**1. Accounting Policies**

Reporting Entity

Leon County (the County) is a political subdivision of the state of Florida and provides services to its residents in many areas, including public safety, transportation, recreation, and human services. It is governed by an elected Board of County Commissioners (seven members). In addition to the members of the Board of County Commissioners, there are five elected Constitutional Officers: Clerk of the Circuit Court and Comptroller, Sheriff, Tax Collector, Property Appraiser, and Supervisor of Elections. The Constitutional Officers maintain separate accounting records and budgets. Effective for the 2003 fiscal year, the citizens of Leon County passed a voter referendum to make Leon County a charter county. The charter is a simple charter which allows for the same powers and duties as provided in the Constitution of the State of Florida and Florida Statutes. However, in certain instances, the charter either alters or expands the powers of the elected officials via voter referendum. The accounting policies of Leon County, Florida conform to generally accepted accounting principles as applicable to governments. The more significant accounting policies of the Leon County Board of County Commissioners (the Board) are described below.

Component Unit

The component unit discussed below is included in the Board's reporting entity either because of the significance of the operational relationship or the Board is financially accountable for the component unit. The Board is financially accountable for an organization when the Board appoints a voting majority of the organization's governing body and is able to impose its will on the organization; there is a potential for the organization to provide a financial benefit or impose a financial burden on the Board; or the organization is fiscally dependent on the Board.

Specific criteria used to determine financial accountability are:

- Selection of a voting majority of the governing body.
- Imposition of Will: Ability to remove appointed members at will; ability to approve or modify rate charges affecting revenue; ability to appoint, hire or dismiss management.
- Financial Benefit or Burden Relationship: The Board is legally entitled to or can otherwise access the organization's resources; the Board is legally obligated or has otherwise assumed the obligation to finance the deficits of or provide support to the organization; or the Board is obligated in some manner for the debt of the organization.
- Fiscal Dependency: Ability to approve or modify the organization's budget or rate charges; ability to approve debt issuances and/or tax levies.

Financial statements of component units are included in the financial reporting entity either as a blended component unit or as a discretely presented component unit in accordance with governmental accounting standards. As of September 30, 2023, the only component unit of the Board is the Housing Finance Authority of Leon County (the Authority) which is discretely presented in a separate column on the Board financial statements.

The Authority was created as a Florida public corporation in accordance with the Florida Housing Finance Authority Law, Part IV of Chapter 159, Florida Statutes (1979), following the adoption of an approving ordinance (#80-39) by the Board of County Commissioners of Leon County, Florida. The Authority is a Dependent Special District as defined in Section 189.4041, Florida Statutes.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

Component Unit (continued)

The Authority's governing board is appointed by the Board; the budget is reviewed by the Board; all bonds issued and contracts entered into must be approved by the Board; the Board may, at its sole discretion, and at anytime, alter or change the structure, organization, programs or activities of the Authority, including the power to terminate the Authority. This component unit is reported in a separate column to emphasize that it is legally separate from the Board. Separate financial information for the Housing Finance Authority is available at 918 Railroad Avenue, Tallahassee, Florida 32310.

***Excluded from the Reporting Entity:***

The Leon County Health Facilities Authority, Leon County Research and Development Authority, Leon County Education Facilities Authority and, Leon County Energy Improvement District have been established under Florida Statutes, Chapter 159, Part V, Chapter 154, Part III, Chapter 243, and Chapter 189, Part II, respectively. Operations of the above authorities are not included in this report because they do not meet the criteria for inclusion in the reporting entity as set forth in GASB Statement No. 39 and No. 61.

Other public entities located within Leon County and not included in the financial statements of the Board include municipalities and the following independent taxing districts authorized and established by the Laws of Florida:

Children's Services Council of Leon County  
Leon County School Board District  
Fallschase Special Taxing District  
Northwest Florida Water Management District  
Tallahassee-Leon County Civic Center Authority

These potential component units have been excluded because they do not meet the criteria for inclusion in the reporting entity.

Consolidated Dispatch Agency

In May 2012, the City of Tallahassee, Leon County, Florida, and the Leon County Sheriff's Office entered into an inter-local agreement authorized by Section 163.01, Florida Statutes. This agreement created the Consolidated Dispatch Agency (CDA) for the purpose of dispatching law enforcement, fire and emergency medical services personnel. The term of this agreement is for a period of 10 years, commencing April 1, 2013, and will renew automatically thereafter. The CDA will govern and manage the provision of public safety consolidated dispatch services on a county-wide basis.

The governing body of the CDA consists of the City of Tallahassee City Manager, the Leon County Administrator and the Leon County Sheriff, hereinafter called the Council. The City and Board shall fund the CDA budget proportionately based upon the per capita population within the corporate limits of the City of Tallahassee for the city, and the per capita population within the unincorporated area of Leon County for the Sheriff, and a service cost allocation shall be included in the CDA's annual budget. Current audited financial statements may be obtained from the Consolidated Dispatch Agency, 300 S. Adams Street, Box A-19, Tallahassee, Florida 32301.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

Capital Region Transportation Planning Agency

In December 2004, the Capital Region Transportation Planning Agency (CRTPA) was created through an inter-local agreement between the Florida Department of Transportation; the Counties of Leon, Gadsden, Jefferson and Wakulla; the Cities of Tallahassee, Chattahoochee, Gretna, Midway, Monticello, Quincy, St. Marks and Sopchoppy; the towns of Greensboro, Havana and the Leon County School Board as authorized by Section 163.01 Florida Statutes. It was established in order for the members to participate cooperatively in the development of transportation related plans and programs. The governing board consists of voting representatives from the Counties of Leon, Gadsden, Jefferson, and Wakulla; the Cities of Midway, Quincy, Tallahassee, Chattahoochee and Gretna; the Towns of Greensboro and Havana, the Leon County School Board, and three nonvoting representatives from the Florida Department of Transportation, the Federal Highway Administration, StarMetro, the City of Tallahassee's public transit system.

The CRTPA receives federal and state transportation funds for the performance of its transportation planning and programming activities. If operating expenses exceed the external funding obtained, the deficit is funded by the members of the CRTPA in proportion of their weighted votes. As a participating member of CRTPA, Leon County has a limited share of financial responsibility for any such deficits. Current audited financial statements may be obtained from the Capital Region Transportation Planning Agency, 300 S. Adams Street, Box A-19, Tallahassee, Florida 32301.

Blueprint Intergovernmental Agency

In October 2000, Leon County entered into an interlocal agreement with the City of Tallahassee as authorized by Section 163.01(7) Florida Statutes. This agreement created the Blueprint 2000 Intergovernmental Agency, now known as the Blueprint Intergovernmental Agency (Blueprint) to govern the project management for the project planning and construction of a list of projects known as the Blueprint projects. The Board of County Commissioners and the City Commission constitute Blueprint's Board of Directors and jointly govern the organization. The revenues to fund the projects under this agreement are the collections of the local government infrastructure sales surtax, which began December 1, 2004. This tax was extended pursuant to the provisions in Section 212.055, Florida Statutes, until December 31, 2039.

The County and Blueprint have entered into a Joint Partnership Agreement whereby the County receives an annual allocation of \$3,875,000 from Blueprint for the performance of various infrastructure initiatives.

Current audited financial statements may be obtained from Blueprint Intergovernmental Agency, 315 S. Calhoun Street, Suite 450, Tallahassee, Florida 32301.

Basis of Presentation

The special-purpose financial statements are fund financial statements that have been prepared in conformity with the accounting principles and reporting guidelines established by the Governmental Accounting Standards Board (GASB) and accounting practices prescribed by the State of Florida, Office of the Auditor General.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

**Description of Funds**

***Governmental Major Funds:***

The Board reports the following major funds in the governmental fund financial statements:

General Fund – The General Fund is the general operating fund of the Board. This fund is used to account for all financial transactions not required to be accounted for in another fund.

Fine & Forfeiture Fund – This fund is a special revenue fund, established to account for revenues collected pursuant to the provisions of Section 142.01, Florida Statutes. It also accounts for expenditures related to the costs of criminal prosecutions and for the proceeds of certain court fines and costs as well as accounting for ad valorem tax revenues collected and used to support the Sheriff's Department.

Grants Fund – This fund is a special revenue fund, used to account for the revenues and expenses of federal, state, and local grants awarded to the County. This fund also includes the corresponding county matching funds for the various grants.

Capital Improvement Fund – This fund is a capital projects fund, used to account for the acquisition or construction of major non-transportation related capital facilities and/or projects other than those financed by proprietary funds.

Emergency Medical Services Fund – This fund is a special revenue fund, used to account for and report the costs of providing emergency medical and transport services.

Local Provider Participation Fund – This fund is a special revenue fund, established to account for non-ad valorem special assessment revenue pursuant to the Directed Payment Program (DPP). The DPP is a local option that allows establishment of non-ad valorem assessments that are charged solely to hospitals. Revenue generated is matched with federal funds to provide hospitals with supplemental Medicaid reimbursements.

***Proprietary Major Fund:***

Landfill Fund – The Landfill Fund accounts for the revenues, expenses, assets and liabilities associated with the County landfill and transfer station.

***Other Fund Types:***

Internal Service Funds – These funds account for goods or services provided by various departments to other departments of the Board on a cost-reimbursement basis.



**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

**Basis of Accounting**

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the fund financial statements and relates to the timing of the measurements made.

The accompanying special-purpose financial statements have been prepared using the current financial resources measurement focus and the modified accrual basis of accounting for all Governmental Funds. Accordingly, revenues are recognized when measurable and available to pay liabilities of the current period and expenditures are generally recorded when the liability is incurred and/or will be paid from expendable available financial resources.

The Board considers receivables collected within 60 days after year-end to be available and susceptible to accrual as revenues of the current year. The following revenues are considered to be susceptible to accrual: taxes, charges for services, interest, state revenue sharing, federal forestry revenue, insurance agents' revenue, various other gas taxes, gas tax pour-over trust, federal and state grants, planning and zoning revenue, municipal service franchise fees, and special assessments.

Expenditures are generally recorded when the related fund liability is incurred. An exception to this general rule is principal and interest on general long-term debt which is recorded when due.

The financial statements of the Proprietary Funds are prepared on the economic resources measurement focus and the accrual basis of accounting. The Proprietary Fund revenues are recognized when earned and their expenses are recognized when incurred. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies, taxes, and investment earnings, result from nonexchange transactions or ancillary activities.

**Budgets and Budgetary Accounting**

Florida Statutes, Section 129.01 (2) (b), requires that "The budgeted receipts must include 95 percent of all receipts reasonably anticipated from all sources, including taxes to be levied, provided the percent anticipated from ad valorem levies is as specified in s. 200.065(2)(a), and is 100 percent of the amount of the balances estimated to be brought forward at the beginning of the fiscal year." The Board has complied with the provisions of the above Florida Statutes.

Annual budgets for the governmental fund types and the Housing Finance Authority of Leon County are adopted on a basis consistent with accounting principles generally accepted in the United States of America. The legal level of budgetary control is at the fund level; however, budgets are monitored at varying levels of detail.

All annual appropriations lapse at fiscal year end, although the Board expects to honor purchase orders and contracts in process, subject to authority provided in the subsequent year's budget.

The budget information, as amended, presented in the financial statements was prepared on the modified accrual basis of accounting. All Board authorized amendments to the applicable budget originally approved have been incorporated into the data reflected in the special-purpose financial statements. The Board made several supplemental budgetary appropriations throughout the year.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

Budgets and Budgetary Accounting (continued)

The Board uses the following procedures in establishing the budgetary data reflected in the financial statements:

1. On a date determined by the Board annually, the designated budget officer submits to the Board a tentative budget for the ensuing fiscal year. The tentative budget includes proposed expenditures and funding sources.
2. The Board requires such changes to be made as it shall deem necessary, provided the budget remains in balance and subject to the notice and hearing requirements of Section 200.065, *Florida Statutes* and the budget preparation and adoption procedures, as defined in Section 129.03, *Florida Statutes*. The legal level of budgetary control is at the fund level.
3. Public hearings are held pursuant to Section 200.065, *Florida Statutes* in order for the Board to adopt the tentative and final budgets.
4. Prior to October 1, the budget is legally enacted through passage of a resolution.
5. All changes to the final budget must be approved by the Board in accordance with Section 129.06, *Florida Statutes*.
6. Formal budgetary integration is used as a management control device during the year for all governmental funds of the Board.
7. Budgets for the governmental fund types are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

Applicable budgets of Constitutional Officers are controlled by appropriations in accordance with budgetary requirements set forth in the Florida Statutes.

Cash and Investments

Cash includes amounts in demand deposits. The Board's investments consist of U.S. Government obligations, federal agencies and instrumentalities, money market funds, municipal bonds, corporate bonds, and commercial paper of prime quality and are reported at fair value.

In accordance with the provisions of GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, investments of the Board are reported at amortized cost, which approximates fair value.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

Cash and Investments (continued)

During the 2022-2023 fiscal year, the Board invested in three different investment pools: the Special Purpose Investment Account (SPIA) within the Florida Treasury Investment Pool (the Pool) administered by the Florida Department of Financial Services, as authorized by Section 17.61(1), Florida Statutes; The Florida Local Government Investment Trust (FLGIT), 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); and the Local Government Surplus Funds Trust Fund (Florida PRIME), administered by the Florida State Board of Administration (SBA) as authorized by Section 218.415 (17), Florida Statutes. Florida PRIME is not a registrant with the SEC; however, the SBA has adopted operating procedures consistent with the requirements for the SEC Rule 2a-7 fund.

The Board liquidates and reallocates investments throughout the year by factoring in the current availability of the funds, cash flow plan for future availability and interest rates.

Receivables

Receivables are shown net of an allowance for uncollectibles. As the receivables age, the allowance increases. The emergency medical services allowance used for September 30, 2023 is equal to 58% of current year billings.

Short-Term Interfund Receivables/Payables

During the course of operations, numerous transactions occur between individual funds for services rendered or goods provided resulting in receivables and payables that are classified as “due from other funds” or “due to other funds” on the balance sheet.

Inventories

Inventories in the General Fund and Internal Service Funds consist of expendable office supplies. The office supplies are valued at the average unit cost and are accounted for under the consumption method whereby the cost is recorded as an expenditure at the time of issuance to the user department.

Restricted Assets

Investments that are held in escrow in accordance with the Florida Administrative Code requirement for landfill closure and post-closure costs are shown as restricted in the Proprietary Fund.

Capital Assets

Capital assets purchased in the governmental fund types are recorded as expenditures (capital outlay) at the time of purchase. Such assets are reported as capital assets in the Statement of Net Position as part of the Leon County, Florida Annual Comprehensive Financial Report (Leon County ACFR). The Board does not record depreciation of these assets on its governmental fund financial statements, although depreciation is recorded for such assets in the Leon County ACFR. Donated assets are recorded at fair market value at the date of donation. Accounting policies for capitalization and depreciation of infrastructure assets including roads, bridges, curbs, gutters, and sidewalks are described in the Leon County ACFR. A summary of capital assets purchased by the Board’s governmental funds is provided in Note 7.

**Board of County Commissioners**  
**Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

**Leases**

Leases are defined by the general government as the right to use an underlying asset. As lessee, the Board recognizes a lease liability and an intangible right-of-use lease asset at the beginning of a lease unless the lease is considered a short-term lease or transfers ownership of the underlying asset. Right-of-use lease assets are measured based on the net present value of the future lease payments at inception, using the weighted average cost of capital, which approximates the incremental borrowing rate. Remeasurement of a lease liability occurs when there is a change in the lease term and/or other changes that are likely to have a significant impact on the lease liability. The Board calculates the amortization of the discount on the lease liability and reports that amount as outflows of resources. Payments are allocated first to accrued interest liability and then to the lease liability. Variable lease payments based on the usage of the underlying assets are not included in the lease liability calculations but are recognized as outflows of resources in the period in which the obligation was incurred. Such assets and liabilities are reported on the Statements of Net Position in the Leon County ACFR.

As lessor, the Board recognizes a lease receivable. The lease receivable is measured using the net present value of future lease payments to be received for the lease term and deferred inflow of resources at the beginning of the lease term. Periodic amortization of the discount on the receivable is reported as interest revenue for that period. Deferred inflows of resources are recognized as inflows on a straight-line basis over the term of the lease. This recognition does not apply to short-term leases, contracts that transfer ownership, leases of assets that are investments, or certain regulated leases. Any initial direct costs are reported as an outflow of resources for that period. Remeasurement of lease receivables occur when there are modifications, including but not limited to changes in the contract price, lease term, and adding or removing an underlying asset to the lease agreements. In the case of a partial or full lease termination, the carrying value of the lease receivable and the related deferred inflow of resources will be reduced and will include a gain or loss for the difference. For lease contracts that are short-term, the Board recognizes short-term lease payments as inflows of resources (revenues) based on the payment provisions of the lease contract. Liabilities are only recognized if payments are received in advance, and receivables are only recognized if payments are received subsequent to the reporting period. Refer to Note 5 for additional information regarding leases.

**Subscription Based Information Technology Arrangements**

Subscription Based Information Technology Arrangements (SBITAs) are defined by the general government as a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction. The Board recognizes a subscription liability and an intangible right-of-use subscription asset at the beginning of a subscription term unless the SBITA is considered short-term or transfers ownership of the underlying asset. Right-of-use subscription assets are measured based on the net present value of the future SBITA payments at inception, using the weighted average cost of capital, which approximate the incremental borrowing rate. Remeasurement of a subscription liability occurs when there is a change in the SBITA term and/or other changes that are likely to have a significant impact on the subscription liability. The Board calculates the amortization of the discount on the subscription liability and reports that amount as outflows of resources. Payments are allocated first to accrued interest liability and then to the subscription liability. For SBITA contracts that are short-term, the Board recognizes short-term subscription payments as outflows of resources (expenses) based on the payment provisions of the subscription contract. Additional disclosures regarding regulated SBITAs are in Note 6 to the FS.

**Fixed Assets**

Fixed assets acquired in the Proprietary Funds are capitalized at cost. Gifts or contributions are recorded at fair market value at the time received. Depreciation on property and equipment in the Proprietary Funds is computed using the straight-line method over the estimated useful lives.

**Board of County Commissioners**  
**Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

Fixed Assets (continued)

The general fixed assets used in the operations of the Board, Property Appraiser, Tax Collector, Clerk of the Circuit Court, and Supervisor of Elections, and the real property used by the Sheriff are accounted for by the Board, as the Board holds legal title and is accountable for them under Florida law.

Liability for Compensated Absences

The Board accrues a liability for employees' rights to receive compensation for future absences when certain conditions are met. The Board does not, nor is it legally required to accumulate expendable available financial resources to liquidate this obligation. Accordingly, the liability for the compensated absences is not reported in the governmental funds. However, the current and long-term portion of the liability for compensated absences is reported in the Statement of Net Position of Leon County ACFR.

Other Post Employment Benefits

The Board, through Leon County, offers retiree medical and life insurance benefits for qualifying Board employees that have retired from a Florida Retirement System (FRS) pension plan. Current and long-term portions of the liability for Other Post Employment Benefits (OPEB) applicable to the proprietary funds are reported in the Statement of Revenues, Expenses, and Changes in Fund Net Position - Proprietary Funds. The current and long-term portions of the liability for OPEB applicable to governmental funds are reported in the Statement of Net Position of the Leon County ACFR.

Executive Service Plan

Executive service and senior management employees of the Board are entitled to severance pay if terminated from employment. If there is a contract or employment agreement, severance pay may not exceed an amount greater than twenty weeks of compensation. If there is no contract, severance pay is limited to six weeks.

Net Position and Fund Balances

Net Position is the difference between fund assets and liabilities on the proprietary fund statements. Fund Balance is the difference between assets and liabilities on the governmental fund statement.

For financial reporting purposes, County policy defines the five fund balance classifications for governmental funds and the order that the resources are used.

**Nonspendable Fund Balance** - Balances are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** - Balances are comprised of funds that have legally enforceable constraints placed on their use or those funds that have externally-imposed restrictions by resource providers or creditors, grantors, contributors, voters, or interlocal agreement, or enabling legislation.

**Committed Fund Balance** - Balances are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action such as ordinances, resolutions, or legislation of Leon County and that remain binding unless removed by a majority vote of the Board of County Commissioners.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

Net Position and Fund Balances (continued)

Assigned Fund Balance - Balances are comprised of unrestricted funds informally constrained by a majority vote of the Board of County Commissioners, or by a designated county officer, in a manner that reflects the County's use of those resources such as appropriations of fund balance at year end or at the beginning of the new fiscal year.

Unassigned Fund Balance - Balances are comprised of the residual of the unrestricted funds in the General Fund and are not nonspendable, restricted, committed, or assigned. Within all other governmental funds, unassigned fund balance is comprised of the negative residual in excess of what can be properly classified as nonspendable, restricted, or committed.

The County's policy is that available resources will be spent in the following order: restricted, committed, assigned, and unassigned.

Common Expenses

Certain expenses that are common to the Board and all Constitutional Officers are reported as expenditures of the Board and, therefore, are not budgeted by or allocated to the other Constitutional Officers. These are:

- Occupancy costs
- Property insurance
- Utilities (except telephone), and
- Janitorial service

Operating Transfers

The Board funds a portion or, in certain instances, all of the operating budgets of the County's Constitutional Officers. The payments by the Board to fund the operations of the Constitutional Officers are recorded as operating transfers out on the financial statements of the Board and as operating transfers in on the financial statements of the Constitutional Officers. Repayments to the Board are recorded as operating transfers out on the financial statements of the Constitutional Officers and as operating transfers in on the financial statements of the Board.

Use of Estimates

The preparation of the special-purpose financial statements is in conformity with accounting practices prescribed by the State of Florida, Office of the Auditor General, and requires management to make use of estimates that affect the reported amounts in the special-purpose financial statements. Actual results could differ from estimates.

**Board of County Commissioners**  
**Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2023**

**1. Accounting Policies (continued)**

New accounting pronouncements

In May 2020, the GASB issued Statement No. 96, Subscription Based Information Technology Arrangements (SBITAs). This statement increases the usefulness of governments' financial statements by requiring recognition of certain subscription assets and liabilities for SBITAs that previously were classified as expenses based on the payment provisions of the contract. The requirements of this statement are effective for financial statements for periods beginning after June 15, 2022. The Board implemented GASB Statement No. 96 as of October 1, 2022 using the facts and circumstances that existed at the beginning of the period of implementation. As a result, there was no impact to the Board's beginning net position upon adoption of the new accounting standard.

**2. Property Taxes**

Under Florida Law, the assessment of all properties and the collection of all county, municipal, special taxing districts, and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of Florida regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit counties to levy property taxes at a rate of up to 10 mills. The tax levy of Leon County is established by the Board prior to October 1 of each year. The millage rate collected by the Board during the current fiscal year was 8.3144 mills. County citizens were also assessed for emergency medical services through a Municipal Services Taxing Unit at a millage rate of 0.5000 mills. For County citizens charged a special assessment, the required annual payment is included on their tax bill.

All property is reassessed according to its fair market value as of January 1 of each year. Each assessment roll is submitted to the Executive Director of the State Department of Revenue for review to determine if the rolls meet all of the appropriate requirements of Florida Statutes.

All taxes are due and payable on November 1 of each year, or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. The taxes paid in March are without discount. No accrual for the property tax levy becoming due in September 30, 2023 is included in the accompanying financial statements, since such taxes are collected to finance expenditures of the subsequent period.

On or prior to June 1, following the tax year, tax certificates are sold for all delinquent taxes on real property in accordance with the laws of Florida. After sale, tax certificates bear interest of 18% per year or at any lower rate bid by the buyer. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years.

Delinquent taxes on personal property bear interest at 18% per year until the tax is satisfied either by seizure and sale of the property or by the seven-year statute of limitations. Since tax certificates were sold for substantially all current year delinquent property taxes, there were no material property taxes receivable at September 30, 2023.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**3. Cash and Investments**

Credit Risk

The Board's Investment Policy (the Policy) provides a structure for the portfolio that is designed to minimize credit risk. The majority of the securities held will be those of the highest available credit quality ratings. Staff will notify the Investment Oversight Committee (IOC) at any time holdings drop below the minimum credit ratings specified in the policy. The IOC will consider the market environment and make recommendations to hold and continue to monitor the investments or liquidate the investments. To further limit the Board's risk against possible credit losses, a maximum of 3% per issuer of the total portfolio managed by the Board's external manager may be held in corporate notes and bonds and 5% per issuer in commercial paper. The Policy also provides the following limits on the Board's external portfolio: 45% may be invested in Federal Instrumentalities, with a limit of 15% of the portfolio in any one issuer; 35% may be invested in Mortgage-Backed Securities, including CMOs with a limit of 15% in any one issuer further limited to 3% per CUSIP; 10% may be invested in Asset-Backed Securities with a 3% per issuer limit; and 8% in Commercial Mortgage-Backed Securities with a 3% per issuer limit.

Section 218.415(16), Florida Statutes, stipulates the state-approved investment policy for all governmental entities and includes the following investments:

1. The Florida PRIME (formerly the Local Government Surplus Funds Trust Fund) or any authorized intergovernmental investment pool.
2. Securities and Exchange Commission (SEC) registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
3. Interest-bearing time deposits or savings accounts in qualified public depositories.
4. Direct obligations of the U.S. Treasury.
5. Federal agencies and instrumentalities.
6. Securities of, or other interests in, any management type investment company or trust registered under the Investment Company Act of 1940, where the investment portfolio is limited to United States Government Obligations.
7. Other investments authorized by law or by ordinance for a county or a municipality.

In addition, Section 17.61(1), Florida Statutes permits organizations created by the Florida Constitution to participate in the existing State Treasury Investment Pool "Special Purpose Investment Account (SPIA)."

The Board's Investment Policy limits credit risk by restricting authorized investments to the following: Local Government Surplus Funds Trust Fund (Florida PRIME), State of Florida Special Purpose Investment Account (SPIA), direct obligations of the United States or its agencies and instrumentalities, direct obligations of states and municipalities, repurchase agreements, corporate debt securities, commercial paper, bankers' acceptances, money market mutual funds, the Florida Local Government Investment Trust (FLGIT), and the Florida Municipal Investment Trust (FMIVT).



**Board of County Commissioners**  
**Leon County, Florida**  
**Notes to Special-Purpose Financial Statements**  
**Year Ended September 30, 2023**

**3. Cash and Investments (continued)**

Credit Risk (continued)

The Chief Financial Officer for the State of Florida (formerly the State Treasurer) has been investing state revenues, excess revenues of state universities and community colleges, and certain other public agencies in a commingled investment portfolio for several years. This program is authorized under Section 17.61(1), *Florida Statutes* and is called the Treasury 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 financial details and disclosures for the Treasury Investment Pool are made in Note 2 to the State of Florida Annual Comprehensive Financial Report (ACFR). The rating as of September 30, 2023 was AA-f by Standard and Poor's. A copy of SPIA's most recent financial statements can be found at <http://www.myfloridacfo.com/Division/Treasury/>. Investments in this pool are limited to a maximum of 100% of the portfolio. At September 30, 2023, the Board had \$8,057,182 SPIA.

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, which is accounted for as a fluctuating Net Asset Value (NAV) pool. At September 30, 2023 the Board 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 Day to Day Fund does meet the criteria and has adopted operating procedures consistent with the requirements for a SEC Rule 2a-7 fund. The Day to Day Fund maintained a credit rating of AAAm by Fitch as of September 30, 2023. At September 30, 2023, the Board had \$50,905,250 with the FLGIT Day to Day Fund. A copy of FLGIT's most recent financial statements can be found at <http://www.floridatrusionline.com/funds-reports/day-to-day/>. Investments with FLGIT are limited to a maximum of 20% of the portfolio.

The Board also invests in Florida PRIME administered by the Florida State Board of Administration (SBA). Florida PRIME is an external investment pool that is not a registrant with the SEC; however, the SBA has adopted operating procedures consistent with the requirements for a SEC Rule 2a-7 fund. Florida PRIME is governed by Chapter 19-7 of the Florida Administrative Code, which identifies the Rules of the SBA. These rules provide guidance and establish the general operating procedures for the administration of Florida PRIME. Additionally, the State of Florida, Auditor General performs the operational audit of the activities and investments of the SBA. On September 30, 2023, 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 funds, and fixed rate and floating rate asset backed commercial paper. Investments in this pool are limited to a maximum of 20% of the portfolio. Investments in Florida PRIME are not evidenced by securities that exist in physical or book entry form. The current rating for the Florida PRIME is AAAm by Standard and Poor's. The weighted average days to maturity of the Florida PRIME at September 30, 2023 is 21 days. The fair value of the Board's position in the pool approximates the value of the pool shares. At September 30, 2023, the Board had \$73,512,820 invested in Florida PRIME. Florida PRIME's most recent financial statements can be found at <https://prime.sbafla.com/audits/>.

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a bank failure or the failure of the counterparty, the government's deposits may not be returned to it, or may not be able to recover the value of its investments that are in the possession of an outside party.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**3. Cash and Investments (continued)**

Custodial Credit Risk (continued)

Qualified public depositories of public funds are required to provide collateral each month pursuant to Section 280.04, Florida Statutes. The collateral is held by the Florida Division of Treasury or other custodian with full legal rights maintained by the Florida Division of Treasury to transfer ownership. Any loss not covered by the pledged securities and deposit insurance would be assessed by the Florida Division of Treasury and paid by the other public depositories. The Board's deposits are therefore considered fully insured or collateralized. Bank balances at September 30, 2023, were \$26,896,029, of which \$13,709,521 was restricted deposits with qualified public depositories. Due to the nature of the Board's cash and investments, there is no exposure to custodial credit risk and concentration of credit risk.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. The Board manages interest rate risk by setting the range of duration for the Board's portfolio as 0.5 years to 2.5 years. Unusual market or economic conditions may mandate moving the portfolio outside of this range. The Investment Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above. The effective duration of investments is listed in the following table.

The externally managed portfolio totaled \$55,019,744 at September 30, 2023, and was invested for a weighted average term of approximately 622 days, as compared to a weighted average term of 631 days in fiscal year 2022. The Board requires a minimum balance of short term investments. To meet the day-to-day operating needs of the Board and to provide the ready cash to meet unforeseen temporary cash requirements, a liquidity base of approximately two months of anticipated disbursements is kept in relatively short term investments. This includes investments in government pools with daily liquidity such as Florida PRIME, FLGIT Day to Day Fund, or money markets. The Board was in compliance with this requirement.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**3. Cash and Investments (continued)**

As of September 30, 2023, the value of the Board's deposits and investments, with their credit ratings, was as follows:

|  | Fair<br>Value         | Credit<br>Rating | Duration |
|--|-----------------------|------------------|----------|
| Deposits in Qualified Public Depositories                            | \$ 11,730,552         | NA               | NA       |
| Restricted Deposits in Qualified Public Depositories                 | 13,709,521            | NA               | NA       |
| <b>External Investment in Government Pools:</b>                      |                       |                  |          |
| State of Florida Special Purpose<br>Investment Account (SPIA)        | 8,057,182             | AA-f             | 3.24     |
| Florida Local Government Investment<br>Trust Day to Day Fund (FLGIT) | 50,905,250            | AAAm             | .10      |
| Florida PRIME Investment Pool  | 73,512,820            | AAAm             | .10      |
| <b>Externally Managed Portfolio:</b>                                 |                       |                  |          |
| Money Market   | 151,746               | AAA              | NA       |
| U.S. Treasuries  | 22,066,011            | AA+              | 1.73     |
| Government Sponsored Agencies:                                       |                       |                  |          |
| Federal Home Loan Bank   | 2,756,906             | AA+              | 2.4      |
| Federal National Mortgage Association                                | 2,496,137             | AA+              | 1.92     |
| Other Government Sponsored Agencies                                  | 4,449,407             | AA+              | 1.92     |
| Mortgage Backed Securites  | 6,646,205             | AA+              | 2.55     |
| Collateralized Mortgage Obligations                                  | 9,323                 | AA+              | .07      |
| Corporate Bonds  | 10,996,959            | A-               | 1.09     |
| State and Local Obligations  | 3,188,904             | AA-              | 1.38     |
| Asset-Backed Securities  | 2,258,146             | AAA              | .98      |
| Total Cash and Investments   | <u>\$ 212,935,069</u> |                  |          |

The amounts above exclude cash on hand and amounts held by third parties in trust for the Board, but includes accrued interest of \$261,820.

*\*The method for the FLGIT Day to Day Fund and Florida Prime duration is calculated using the weighted average maturity method.*

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**3. Cash and Investments (continued)**

Foreign Currency Risk

The County contributes to the Florida Retirement System (FRS), the investments of which are administered by the State Board of Administration. The FRS's investment policy and exposure to foreign currency risk is disclosed in Note 2 of the State of Florida Annual Comprehensive Financial Report. A copy of this report is available at <https://www.myfloridacfo.com/Division/AA/Reports/>.

**4. Fair Value Measurements**

Under GASB 72 application of fair value is limited to assets and liabilities that are currently measured at fair value and certain investments that are not currently measured at fair value.

FLGIT Day to Day Fund and Florida PRIME currently meet all of the necessary criteria to elect to measure all of the investments in FLGIT Day to Day Fund and Florida PRIME at amortized cost. Therefore, the County participant account balance is considered the fair value of the investment. FLGIT Day to Day Fund and Florida PRIME investments are exempt from the GASB 72 fair value hierarchy disclosures.

FLGIT Short Term Bond Fund reports based on the fair market value of the underlying securities. Therefore, any participant account balance is measured at net asset value per share and is not subject to fair value hierarchy level classification under GASB 72. The County did not have a balance with the FLGIT Short Term Bond Fund at September 30, 2023.

The fair value factor for SPIA at September 30, 2023 was 0.9711. SPIA funds are combined with State of Florida funds and are invested in a combination of short-term liquid instruments and intermediate term fixed income securities. SPIA is measured at net asset value per share. Investments measured at net asset value are not subject to fair value hierarchy level classification under GASB 72.

Fair value measurement - The Board categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset or liability. Level 1 inputs are quoted prices in active markets for identical assets or liabilities; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The following table summarizes the assets and liabilities of the Board for which fair values are determined on a recurring basis as of September 30, 2023:

|  | Quoted Prices<br>in Active Markets<br>for Identical Assets<br>(Level 1) | Significant<br>Observable<br>Inputs (Level 2) | Significant<br>Unobservable<br>Inputs<br>(Level 3) | Fair Value           |
|--|---|---|--|----------------------|
| Asset Backed Security (Mortgage Backed) - Non US |   |   |  |                      |
| Agency Sponsored                                 | \$ 0  | \$ 2,258,146                                  | \$ 0   | \$ 2,258,146         |
| Corporate Bonds                                  | 0   | 10,996,959                                    | 0  | 10,996,959           |
| Government Sponsored Agencies                    | 0   | 9,702,450                                     | 0  | 9,702,450            |
| US Government Obligations                        | 22,066,011  | 0   | 0  | 22,066,011           |
| Mortgage Backed Security - US Agency Sponsored   | 0   | 6,646,205                                     | 0  | 6,646,205            |
| State and Local Obligations                      | 0   | 3,188,904                                     | 0  | 3,188,904            |
| Collateralized Mortgage Obligations              | 0   | 9,323   | 0  | 9,323                |
| Investments at fair value                        | <u>\$ 22,066,011</u>  | <u>\$ 32,801,987</u>                          | <u>\$ 0</u>  | <u>\$ 54,867,998</u> |

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**5. Leases**

Effective October 1, 2021, the Board adopted GASB's No. 87 – Leases, using the facts and circumstances that existed at the beginning of the period of implementation. The right-to-use asset is measured based on the lease liability at the period of implementation and no restatement of beginning net position is required because the lease asset and the lease liability is the same at the beginning of the period of implementation

The primary objective of this statement is to enhance the relevance and consistency of information about governments' leasing activities. This statement establishes a single model for lease accounting based on the principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. For additional information, refer to the disclosures below.

**Lessee**

The Board has entered into one lease as lessee for the use of equipment. The terms of the lease extend through July 31, 2025. An initial lease liability was recorded in the amount of \$769,104. As of September 30, 2023, the value of the lease liability is \$157,386. The Board is required to make annual payments of \$160,029 through the term of the lease. The lease has an interest rate of 2.00%. The value of the right to use asset as of September 30, 2023 is \$282,005 with accumulated amortization of \$487,099 and is included with Equipment on the lease class activities table found below.

|             | As of September 30, 2023 |                          |
|-------------|--------------------------|--------------------------|
| Asset Class | Lease Asset Value        | Accumulated Amortization |
| Equipment   | \$ 769,104               | \$ 487,099               |

Total future minimum lease payments under lease agreements are as follows:

|             | Business-type Activites |          |            |
|-------------|-------------------------|----------|------------|
| Fiscal Year | Principal               | Interest | Total      |
| 2024        | \$ 157,386              | \$ 2,643 | \$ 160,029 |

**Leases Receivable**

In October 2009, the Board purchased the Lake Jackson Huntington Oaks Property. There are several noncancellable lease agreements for the rental of its building. The lease agreements provide for monthly rentals, which escalate over the lease terms and expire on various dates. During the fiscal year, the Board had a total of 10 active leases as lessor for the use of commercial building space with remaining terms ranging from 6 to 75 months. As of September 30, 2023, the value of the lease receivable is \$1,109,728. The lessees are required to make monthly fixed payments ranging from \$716 to \$6,276. The leases have an interest rate of 2.00%. The value of the deferred inflow of resources as of September 30, 2023 was \$1,084,065, and the Board recognized lease revenue of \$296,172 during the fiscal year. The lessees have 1 or 2 extension option(s), for a range of 12 to 60 months each.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**5. Leases (continued)**

Total future minimum lease payments under lease agreements are as follows:

| Fiscal Year | Governmental Activities |                  |                     |
|-------------|-------------------------|------------------|---------------------|
|             | Principal               | Interest         | Total               |
| 2024        | \$ 259,787              | \$ 19,287        | \$ 279,074          |
| 2025        | 253,939                 | 14,244           | 268,183             |
| 2026        | 192,261                 | 9,779            | 202,040             |
| 2027        | 163,688                 | 6,222            | 169,910             |
| 2028        | 132,815                 | 3,225            | 136,040             |
| 2029-2033   | 107,238                 | 1,261            | 108,499             |
| Total       | <u>\$ 1,109,728</u>     | <u>\$ 54,018</u> | <u>\$ 1,163,746</u> |

In June 2003, the Board purchased the Bank of America building. There are several noncancellable lease agreements for the rental of its building. The lease agreements provide for monthly rentals, which escalate over the lease terms and expire on various dates. During the fiscal year, the Board had a total of 7 active leases as lessor for the use of office space with remaining terms at year end ranging from 6 to 150 months. As of September 30, 2023, the value of the lease receivable is \$4,992,409. The lessees are required to make monthly fixed payments ranging from \$5,960 to \$27,446. The lease has an interest rate of 2.00%. The value of the deferred inflow of resources as of September 30, 2023 was \$4,752,139, and the Board recognized lease revenue of \$887,129 during the fiscal year. The lessees have 1 or 2 extension option(s), for a range of 14 to 60 months each.

Total future minimum lease payments under lease agreements are as follows:

| Fiscal Year | Governmental Activities |                   |                     |
|-------------|-------------------------|-------------------|---------------------|
|             | Principal               | Interest          | Total               |
| 2024        | \$ 1,150,081            | \$ 88,193         | \$ 1,238,274        |
| 2025        | 1,041,175               | 65,421            | 1,106,596           |
| 2026        | 770,953                 | 47,691            | 818,644             |
| 2027        | 441,880                 | 35,403            | 477,283             |
| 2028        | 319,560                 | 28,332            | 347,892             |
| 2029-2033   | 934,846                 | 72,030            | 1,006,876           |
| 2034-2038   | 333,914                 | 8,696             | 342,610             |
| Total       | <u>\$ 4,992,409</u>     | <u>\$ 345,766</u> | <u>\$ 5,338,175</u> |

**6. Subscription Liabilities**

For the year ended September 30, 2023, the financial statements include the adoption of GASB Statement No. 96, Subscription Based Information Technology Arrangements (SBITAs). The primary objective of this statement is to enhance the relevance and consistency of information about governments' information technology (IT) subscription activities. This statement establishes a single model for IT Subscription accounting based on the principle that SBITAs are financings of the right to use an underlying asset. Under this Statement, a government is required to recognize a subscription liability and an intangible right-to-use subscription asset.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**6. Subscription Liabilities (continued)**

The Board has entered into five IT Arrangements for the right to use another party's (a SBITA vendor's) information technology (IT) software. The terms of the arrangements extend through various times ranging between October 2024 and January 2028 beginning on the contract commencement date. An initial lease liability was recorded in the amount of \$976,535. As of September 30, 2023, the value of the subscription liability is \$691,645. The Board is required to make annual payments ranging from \$9,500 to \$207,535 through the term of the lease. The leases have interest rates ranging from 3.480% to 4.120%. The value of the right to use asset as of September 30, 2023 of \$675,053 with accumulated amortization of \$301,482 and is included with the SBITA activities table found below.

|        | As of September 30, 2023    |                             |
|--------|-----------------------------|-----------------------------|
|        | Subscription<br>Asset Value | Accumulated<br>Amortization |
| SBITAs | \$ 976,535                  | \$ 301,482                  |

Total future minimum payments under SBITA agreements are as follows:

|       | Governmental Activities |           |            |
|-------|-------------------------|-----------|------------|
|       | Principal               | Interest  | Total      |
| 2024  | \$ 301,798              | \$ 16,600 | \$ 318,398 |
| 2025  | 311,148                 | 4,282     | 315,430    |
| 2026  | 38,666                  | 1,834     | 40,500     |
| 2027  | 40,033                  | 466       | 40,499     |
| Total | \$ 691,645              | \$ 23,182 | \$ 714,827 |

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**7. Fixed Assets**

A summary of changes in fixed assets and depreciation for the year ended September 30, 2023, follows:

|                                      | Beginning<br>Balance  | Additions            | (Reductions)           | Ending<br>Balance     |
|--------------------------------------|-----------------------|----------------------|------------------------|-----------------------|
| <b>Governmental Funds:</b>           |                       |                      |                        |                       |
| Land                                 | \$ 21,218,690         | \$ 1,500,000         | \$ 0                   | \$ 22,718,690         |
| Improvements other than<br>buildings | 48,882,209            | 989,896              | 0                      | 49,872,105            |
| Buildings and improvements           | 231,771,328           | 5,005,826            | 0                      | 236,777,154           |
| Equipment                            | 86,566,979            | 5,776,885            | (1,617,272)            | 90,726,592            |
| Leasehold improvement                | 1,580,627             | 0                    | 0                      | 1,580,627             |
| Construction in progress             | 27,587,360            | 19,448,390           | (8,117,793)            | 38,917,957            |
| Right of use lease asset             | 2,259,901             | 0                    | (1,490,797)            | 769,104               |
| Subscription asset                   | 752,336               | 224,199              | 0                      | 976,535               |
| Totals at historical cost            | <u>\$ 420,619,430</u> | <u>\$ 32,945,196</u> | <u>\$ (11,225,862)</u> | <u>\$ 442,338,764</u> |

Depreciation on capital assets used in governmental activities is recorded in the Leon County ACFR.

|  | Beginning<br>balance | Additions         | (Reductions)    | Ending<br>Balance   |
|--|----------------------|-------------------|-----------------|---------------------|
| <b>Business type activities:</b>                         |                      |                   |                 |                     |
| Land   | \$ 1,809,844         | \$ 0              | \$ 0            | \$ 1,809,844        |
| Buildings, improvements, and<br>construction in progress | 19,837,127           | 501,787           | 0               | 20,338,914          |
| Equipment  | 5,406,163            | 407,991           | (36,706)        | 5,777,448           |
| Totals at historical cost                                | <u>27,053,134</u>    | <u>909,778</u>    | <u>(36,706)</u> | <u>27,926,206</u>   |
| <b>Less accumulated depreciation for:</b>                |                      |                   |                 |                     |
| Buildings and improvements                               | (16,537,985)         | (297,058)         | 0               | (16,835,043)        |
| Equipment  | (3,988,772)          | (376,574)         | 36,706          | (4,328,640)         |
| Total accumulated depreciation                           | <u>(20,526,757)</u>  | <u>(673,632)</u>  | <u>36,706</u>   | <u>(21,163,683)</u> |
|  | <u>\$ 6,526,377</u>  | <u>\$ 236,146</u> | <u>\$ 0</u>     | <u>\$ 6,762,523</u> |



**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**8. Long-Term Liabilities**

A. A summary of changes in the long-term debt of the Board follows:

|  | Balance<br>October 1,<br>2022 | Additions           | (Reductions)          | Balance<br>September 30,<br>2023 | Due Within<br>One Year |
|--|-------------------------------|---------------------|-----------------------|----------------------------------|------------------------|
| <b>Long-Term Liabilities</b>                                 |                               |                     |                       |                                  |                        |
| <b>Special revenue debt:</b>                                 |                               |                     |                       |                                  |                        |
| Capital Improvement Revenue<br>Refunding Bonds, Series 2017  | \$ 9,412,000                  | \$ 0                | \$ (3,073,000)        | \$ 6,339,000                     | \$ 3,136,000           |
| Capital Improvement Revenue<br>Refunding Bonds, Series 2020  | 818,643                       | 0                   | (244,527)             | 574,116                          | 249,149                |
| Capital Improvement Revenue<br>Refunding Bonds, Series 2021  | 5,130,000                     | 0                   | (325,000)             | 4,805,000                        | 330,000                |
| Capital Improvement Revenue<br>Refunding Bonds, Series 2021B | 3,400,000                     | 0                   | (465,000)             | 2,935,000                        | 475,000                |
| Total special revenue debt                                   | <u>18,760,643</u>             | <u>0</u>            | <u>(4,107,527)</u>    | <u>14,653,116</u>                | <u>4,190,149</u>       |
| Liability for closure costs                                  | 17,953,067                    | 4,123,151           | 0                     | 22,076,218                       | 0                      |
| Liability for compensated<br>absences                        | 5,844,430                     | 4,434,164           | (3,939,438)           | 6,339,156                        | 2,552,468              |
| Arbitrage rebate liability                                   | 25,000                        | 0                   | 0                     | 25,000                           | 0                      |
| Lease liability- Equipment                                   | 410,815                       | 0                   | (253,429)             | 157,386                          | 157,386                |
| Subscription liability                                       | 752,336                       | 224,199             | (284,890)             | 691,645                          | 301,798                |
| Financed purchase liability- ESCO                            | 15,580,485                    | 0                   | (990,485)             | 14,590,000                       | 1,010,000              |
|  | <u>\$ 59,326,776</u>          | <u>\$ 8,781,514</u> | <u>\$ (9,575,769)</u> | <u>\$ 58,532,521</u>             | <u>\$ 8,211,801</u>    |

Total interest costs incurred for general long-term debt by the Board, including bond issuance costs, for the year ended September 30, 2023, was \$650,227.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**8. Long-Term Liabilities (continued)**

B. A summary of each special revenue debt obligation outstanding at September 30, 2023 is as follows:

|   | Outstanding at<br>September 30,<br>2023 |
|---|---|
| <p>\$15,991,000 Capital Improvement Revenue Refunding Bonds, Series 2017, (i) refund the Capital Improvement Revenue Bonds, Series 2014 of which \$15,951,000 was currently outstanding and maturing in the years 2021 through 2025, and (ii) pay issuance costs on the Series 2017 bonds. The economic gain resulting from the refunding was \$489,076. The bonds dated June 22, 2017 and bear interest of 2.11% per annum. The interest on the bonds is payable on April 1 and October 1, beginning October 1, 2017. The bond principal matures serially on October 1 of each year through the final maturity of October 1, 2025.</p> | \$ 6,339,000                            |
| <p>\$1,298,120 Capital Improvement Revenue note, Series 2020, is dated January 30, 2020 and bear interest of 1.89% per annum. The interest on the bonds is payable on June 1 and December 1, beginning June 1, 2020. The bond principal matures serially on December 1 of each year through the final maturity of December 1, 2025.</p>   | 574,116                                 |
| <p>\$5,400,000 Capital Improvement Revenue note, Series 2021, is dated January 28, 2021 and bear interest of 1.85% per annum. The interest on the bonds is payable on December 1 and June 1, beginning December 1, 2021. The bond principal matures serially on December 1 of each year through the final maturity of December 1, 2036.</p>   | 4,805,000                               |
| <p>\$3,400,000 Capital Improvement Revenue note, Series 2021B, is dated November 16, 2021 and bear interest of 1.29% per annum. The interest on the bonds is payable on December 1, beginning December 1, 2022. The bond principal matures serially on December 1 of each year through the final maturity of December 1, 2028.</p>  | 2,935,000                               |
| <p><i>The Capital Improvement Revenue Refunding Bonds Series 2017, Capital Improvement Revenue Refunding Bonds Series 2020, Capital Improvement Revenue Refunding Bonds Series 2021, and the Capital Improvement Revenue Note Series 2021B are parity bonds payable from and secured by a lien upon certain non-ad valorem revenue. The pledged revenues include the Local Government Half-Cent Sales Tax, Guaranteed Entitlement, Second Guaranteed Entitlement, and additional State Revenue Sharing Funds (less the Guaranteed Entitlement and the Second Guaranteed Entitlement). Total pledged revenue was \$19,819,936.</i></p>   |   |
| <b>Total Special Revenue Bond Obligations</b>   | \$ 14,653,116                           |

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**8. Long-Term Liabilities (continued)**

C. A Schedule of Debt Service Requirements, including principal and interest, is as follows:

|  | <b>Year ending September 30,</b> |              |               |            |               |
|--|----------------------------------|--------------|---------------|------------|---------------|
|  | 2024                             | 2025         | 2026          | 2027       | 2028          |
| Capital Improvement Revenue Refunding Bonds, Series 2017 | \$ 3,269,753                     | \$ 3,270,583 | \$ 0          | \$ 0       | \$ 0          |
| Capital Improvement Revenue Bonds, Series 2020           | 257,645                          | 257,601      | 71,781        | 0          | 0             |
| Capital Improvement Revenue Bonds, Series 2021           | 418,893                          | 417,788      | 421,590       | 420,208    | 418,733       |
| Capital Improvement Revenue Bonds, Series 2021B          | 512,862                          | 511,734      | 510,542       | 509,286    | 512,965       |
| Total Debt Service                                       | \$ 4,459,153                     | \$ 4,457,706 | \$ 1,003,913  | \$ 929,494 | \$ 931,698    |
|  |                                  |              | Total         | Less       | Principal     |
|  | 2029-2033                        | 2034-2036    | Payments      | Interest   |               |
| Capital Improvement Revenue Refunding Bonds, Series 2017 | \$ 0                             | \$ 0         | \$ 6,540,336  | \$ 201,336 | \$ 6,339,000  |
| Capital Improvement Revenue Bonds, Series 2020           | 0                                | 0            | 587,027       | 12,911     | 574,116       |
| Capital Improvement Revenue Bonds, Series 2021           | 2,097,653                        | 1,255,045    | 5,449,910     | 644,910    | 4,805,000     |
| Capital Improvement Revenue Bonds, Series 2021B          | 511,513                          | 0            | 3,068,902     | 133,902    | 2,935,000     |
| Total Debt Service                                       | \$ 2,609,166                     | \$ 1,255,045 | \$ 15,646,175 | \$ 993,059 | \$ 14,653,116 |

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**8. Long-Term Liabilities (continued)**

D. Financed purchase liability - ESCO

The County has an agreement with US Bank to finance the funding of an energy savings project. The project completed by the Energy Systems Group LLC included the installation of energy, water, and wastewater efficiency and conservation measures and related upgrades at County facilities. Terms of the agreement include bi-annual payments on June 1 and December 1. The agreement expires December 1, 2035. As of September 30, 2023 future payments totaling \$16,322,561 consists of principal of \$14,590,000 and interest of \$1,732,561.

The future financed purchase liability and the net present value of the minimum payments relating to the energy savings project as of September 30, 2023, were as follows:

ESCO - Financed Purchase Liability, Series 2020

| Period Ending | Principal        | Interest      | Debt Service     |
|---------------|------------------|---------------|------------------|
| 9/30/2024     | \$ 1,010,000     | \$ 248,037    | \$ 1,258,037     |
| 9/30/2025     | 1,025,000        | 230,119       | 1,255,119        |
| 9/30/2026     | 1,045,000        | 211,892       | 1,256,892        |
| 9/30/2027     | 1,065,000        | 193,314       | 1,258,314        |
| 9/30/2028     | 1,080,000        | 174,427       | 1,254,427        |
| 9/30/2029     | 1,100,000        | 155,232       | 1,255,232        |
| 9/30/2030     | 1,120,000        | 135,685       | 1,255,685        |
| 9/30/2031     | 1,140,000        | 115,786       | 1,255,786        |
| 9/30/2032     | 1,160,000        | 95,534        | 1,255,534        |
| 9/30/2033     | 1,180,000        | 74,931        | 1,254,931        |
| 9/30/2034     | 1,200,000        | 53,975        | 1,253,975        |
| 9/30/2035     | 1,220,000        | 32,667        | 1,252,667        |
| 9/30/2036     | <u>1,245,000</u> | <u>10,962</u> | <u>1,255,962</u> |
| Totals:       | \$ 14,590,000    | \$ 1,732,561  | \$ 16,322,561    |

**9. Employees' Retirement Plan**

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, is effective for all fiscal years beginning after June 15, 2014. This Statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, and deferred inflows of resources, and expense/expenditures. For defined benefit pensions, this Statement identifies the methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. As described in Note 1, the financial statements of the Board are fund statements considered to be special-purpose financial statements consistent with accounting practices prescribed by the State of Florida Auditor General. Accordingly, the net pension liability is included in the Leon County ACFR rather than in these Special-Purpose Financial Statements.

All full-time employees of the Board are eligible to participate in the Florida Retirement System (FRS). The FRS includes various plans and programs, including a defined benefit pension plan (Pension Plan), which is primarily a cost-sharing, multiple-employer defined benefit public-employee pension plan. Information as to benefits, contribution rates, and vesting requirements by membership category is provided in the Leon County ACFR. Contributions and benefits are established in Section 121.71, *Florida Statutes*.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**9. Employees' Retirement Plan (continued)**

Participating employer contributions are based upon actuarially determined blended rates established by the State Legislature that are expressed as percentages of annual covered payroll and are adequate to accumulate sufficient assets to pay benefits when due. Employees who are not participating in the Deferred Retirement Option Plan are required to contribute 3% of their salary to the FRS.

The Board also participates in the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing, multiple-employer defined benefit pension plan established under Section 112.363, *Florida Statutes*. The benefit is a monthly cash payment to assist retirees of state-administered retirement systems in paying their health insurance costs. Additional information regarding benefits is provided in the Leon County ACFR.

The HIS Program is funded by required contributions from FRS participating employers as set by the State Legislature. Employer contributions are a percentage of gross compensation for all active FRS employees and are reported by employers with monthly payroll reports and included with the amount submitted for retirement contributions. For the fiscal year ended September 30, 2023, the contribution rate was 2.0% of payroll pursuant to Section 112.363, *Florida Statutes*.

The total employer retirement contributions for the fiscal years ended September 30, 2023, 2022, and 2021 were \$8,137,384, \$6,764,458, and \$6,088,602, respectively, which is equal to the required contribution for each year.

The Pension Plan and the HIS Program are administered by the State of Florida Department of Management Services, Division of Retirement. The Division of Retirement issues a publicly available FRS Annual Report that includes financial statements and required supplementary information for the Pension Plan and HIS Program. That report may be obtained by writing to the Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32399-9000, or on the website located at [www.dms.myflorida.workforce\\_operations/retirement/publications](http://www.dms.myflorida.workforce_operations/retirement/publications).

**10. Other Post Employment Benefits**

Plan Description

The Board participates in an agent multiple-employer plan administered by the County for all the constitutional officers under which qualified retired employees are permitted to participate in the health and life insurance benefits program (the Program). As described in Note 1, the Program may be amended by the Board. A stand alone financial report is not issued for the Program. As described in Note 1, the financial statements of the Board are fund statements considered to be special-purpose financial statements consistent with accounting practices by the State of Florida Auditor General. Accordingly, the annual OPEB obligation of the Board is recognized in the Leon County ACFR rather than in these Special-Purpose Financial Statements.

**11. Risk Management**

The County is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; error and omissions; injuries to employees; and natural disasters. The following is a summary of the County's coverage and exposure relating to the various risks of loss retained as of September 30, 2023.

General Liability

Effective December 15, 2012, the Board purchased commercial insurance for general liabilities from OneBeacon. Effective December 15, 2016, the Board purchased commercial insurance for general liabilities from Travelers. This is a zero-deductible policy.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**11. Risk Management (continued)**

General Liability (continued)

The actuarially determined liability determined below reflects open claims associated with these carriers.

Changes in the Board's claim liability amount were as follows:

|                    | Beginning of<br>Fiscal Year | Current<br>Year Claims<br>and Changes<br>in Estimates | Claims<br>Payments | Balance at<br>Fiscal Year<br>End |
|--------------------|-----------------------------|---|--------------------|----------------------------------|
| September 30, 2023 | \$ 0                        | \$ 0  | \$ 0               | \$ 0                             |
| September 30, 2022 | \$ 0                        | \$ 0  | \$ 0               | \$ 0                             |

Workers' Compensation

The Board maintains a self-insurance Internal Service Fund (the Fund) to account for insurance activities relating to workers' compensation, which is administered by a third-party administrator, Preferred Governmental Claims Solutions. Under this program, the Board absorbs losses up to a maximum of \$500,000 for each claim. At September 30, 2023, the Board had \$306,082 deposited with the third-party administrator for use against future claims. The Board purchases commercial insurance for claims in excess of coverage provided by the Fund. Settled claims have not exceeded the retention level for this commercial coverage in the current year and any of the past five years.

All funds of the Board participate in this program and make payments to the Insurance Service Fund based on payroll exposure in the amounts needed to pay prior and current year claims and to establish a reserve for catastrophic losses. Net position of the Self Insurance Fund is reserved for anticipated future catastrophic losses pursuant to County policy and GASB Statement No. 10.

The actuarially-determined claims liability for workers' compensation of \$6,800,211, which includes incurred but not reported claims of \$3,909,803, reported in the Fund at September 30, 2023 is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**11. Risk Management (continued)**

Workers' Compensation (continued)

Changes in the Fund's claims liability amount were as follows:

|                    | <u>Beginning of<br/>Fiscal Year</u> | <u>Current<br/>Year Claims<br/>and Changes<br/>in Estimates</u> | <u>Claims<br/>Payments</u> | <u>Balance at<br/>Fiscal Year<br/>End</u> |
|--------------------|-------------------------------------|---|----------------------------|---|
| September 30, 2023 | \$ 6,606,825                        | \$ 1,750,386  | \$ (1,557,000)             | \$ 6,800,211                              |
| September 30, 2022 | \$ 7,050,581                        | \$ 2,391,244  | \$ (2,835,000)             | \$ 6,606,825                              |

Automobile Liability

The Board purchases commercial coverage for automobile liability insurance through the same provider of its general liability insurance. All vehicles are covered for physical damage with a \$1,000 deductible and for liability with a \$5,000 deductible.

All funds of the Board participate in this program and pay premiums to the Insurance Service Fund based on the vehicles used by their personnel. Changes in the Fund's claims liability were as follows:

|                    | <u>Beginning of<br/>Fiscal Year</u> | <u>Current<br/>Year Claims<br/>and Changes<br/>in Estimates</u> | <u>Claims<br/>Payments</u> | <u>Balance at<br/>Fiscal Year<br/>End</u> |
|--------------------|-------------------------------------|---|----------------------------|---|
| September 30, 2023 | \$ 41,465                           | \$ 5,471  | \$ 0                       | \$ 46,936                                 |
| September 30, 2022 | \$ 4,900                            | \$ 36,565   | \$ 0                       | \$ 41,465                                 |

The claims liability of \$46,936 includes an actuarial valuation for incurred but not reported claims of \$15,965.

**12. Other Required Individual Fund Disclosures**

A. Interfund Receivables, Payables, and Transfers

Interfund balances in the Governmental Funds primarily represent repayments due from other funds responsible for particular expenditures to the funds that initially paid for them. Interfund balances are due and payable within one year.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**12. Other Required Individual Fund Disclosures (continued)**

Interfund receivable and payable balances at September 30, 2023, are as follows:

| <b>Fund</b>                       | Interfund<br>Receivables | Interfund<br>Payable |
|-----------------------------------|--------------------------|----------------------|
| General Fund                      | \$ 1,425,444             | \$ 119,085           |
| Nonmajor Governmental Funds       | 582,740                  | 713,382              |
| Internal Service Funds            | 20,346                   | 383,340              |
| Emergency Medical Services Fund   | 4,162                    | 29,342               |
| Grants Funds                      | 696,362                  | 549,389              |
| Fine & Forfeiture Fund            | 0                        | 1,226,657            |
| Local Provider Participation Fund | 0                        | 127,213              |
| Capital Improvement Fund          | 264,666                  | 0                    |
| Landfill Fund                     | 167,190                  | 12,502               |
|                                   | <u>\$ 3,160,910</u>      | <u>\$ 3,160,910</u>  |

Each fund has a discrete purpose. However, often, there is a need for one fund to support a portion of another fund's activities. To accomplish this, monies are moved between funds through a process called interfund transfers. Interfund Transfers, excluding transfers to other constitutional officers, for the year ended September 30, 2023, consisted of the following:

**Transfers to the General Fund from:**

|                                     |                  |
|-------------------------------------|------------------|
| Grants Fund                         | \$ 2,753,754     |
| Nonmajor Governmental Funds         | 777,066          |
| Enterprise Fund                     | 68,475           |
| Total Transfers to the General Fund | <u>3,599,295</u> |

**Transfers to the Fine and Forfeiture Fund from:**

|   |                |
|---|----------------|
| Grants fund                                     | 641,354        |
| Total Transfers to the Fine and Forfeiture Fund | <u>641,354</u> |

**Transfers to the Grants Fund from:**

|                                    |                |
|------------------------------------|----------------|
| General Fund                       | 331,108        |
| Fine and Forfeiture Fund           | 641,354        |
| Total Transfers to the Grants Fund | <u>972,462</u> |

**Transfers to the Capital Improvement Fund from:**

|   |                   |
|---|-------------------|
| General Fund                                    | 20,157,257        |
| Grants Fund                                     | 318,090           |
| Nonmajor Governmental Funds                     | 2,002,903         |
| Total Transfers to the Capital Improvement Fund | <u>22,478,250</u> |

**Transfers to the Emergency Medical Services Fund:**

|  |                  |
|--|------------------|
| General Fund   | 1,788,751        |
| Grants Fund  | 2,423,468        |
| Nonmajor Governmental Funds                            | 200,000          |
| Total Transfers to the Emergency Medical Services Fund | <u>4,412,219</u> |



**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**12. Other Required Individual Fund Disclosures (continued)**

**Transfers to the Nonmajor Governmental Funds:**

|  |                   |
|--|-------------------|
| General Fund                                       | 19,320,588        |
| Nonmajor Governmental Funds                        | <u>9,907,913</u>  |
| Total Transfers to the Nonmajor Governmental Funds | <u>29,228,501</u> |
| Total Transfers to Governmental Funds              | <u>61,332,081</u> |

**Transfers to the Enterprise Fund from:**

|                                     |                  |
|-------------------------------------|------------------|
| General Fund                        | 3,032,555        |
| Total Transfers to Enterprise Funds | <u>3,032,555</u> |

**Transfers to the Internal Service Funds from:**

|   |                      |
|---|----------------------|
| Nonmajor Governmental Funds               | 49,800               |
| Total Transfers to Internal Service Funds | <u>49,800</u>        |
| Total Interfund Transfers                 | <u>\$ 64,414,436</u> |

**13. Closure and Post-closure Care Cost**

State and federal laws and regulations require the Board to place a final cover on each of its landfill cells when it stops accepting waste and to perform certain maintenance and monitoring functions on each cell for thirty years after closure. Although closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the Board reports a portion of these costs as an operating expense in each period based on landfill capacity used as of each balance sheet date. The \$22,076,218 reported as landfill closure and post-closure care liability at September 30, 2023, represents the cumulative amount reported to date based on the use of 100% of the estimated capacity of the landfill cells placed in use. These amounts are based on what it would cost to perform closure and post-closure care in 2023 on those cells placed in use. Actual costs may be higher due to inflation, changes in technology, or changes in regulations. The landfill is no longer accepting waste.

The Board is required by state and federal laws to make annual contributions to an escrow account to finance a minimum of all closure costs. The Board is in compliance with those minimum requirements, and at September 30, 2023, held investments in the amount of \$14,605,274 for these purposes that are reported as restricted assets on the balance sheet. The Board expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional post-closure care requirements are determined; these costs may need to be covered by charges to future landfill users or from future tax revenue.

**Board of County Commissioners  
Leon County, Florida  
Notes to Special-Purpose Financial Statements  
Year Ended September 30, 2023**

**14. Commitments and Contingencies**

A. Contract commitments:

Grants

The Board is currently receiving, and has received in the past, grants which are subject to special compliance audits by the grantor agency that may result in disallowed expense amounts. Such amounts, if any, constitute a contingent liability of the Board. Accordingly, such liabilities are not reflected within the financial statements.

Long-Term Construction Projects

The Board is committed to various material long-term construction projects at September 30, 2023. These commitments have been included in the 2023-2024 fiscal year budget and the five-year Capital Improvement Program and certain amounts have been reserved in the capital projects fund. Current contracts outstanding as of September 30, 2023 approximate \$24.3 million.

B. Potential liabilities resulting from litigation:

The Board is a defendant in various lawsuits arising from the normal course of operations. The outcome of these lawsuits is not presently determinable.

C. Encumbrances:

Encumbrances represent commitments related to unperformed contracts for goods or services. They do not constitute expenditures or liabilities. The commitments will be honored in the subsequent year. The Board had no reserved encumbrances as of September 30, 2023.

**15. Fund Balance Restatement**

Fund balances as of October 1, 2022 have been restated to reflect the following adjustments:

During the year ended September 30, 2023, the Board identified two revenues where the revenue recognition criteria required the revenues to have been recorded in a prior year but were not. In order to correct this error, both items have been recorded to the year ended September 30, 2022. As such, this correction results in an increase to the beginning fund balance of the general fund by \$449,825 and an increase to the beginning fund balance of the non major governmental funds by \$414,634.

**16. Subsequent Event**

The Board has evaluated subsequent events through April 10, 2024, the date the financial statements were available to be issued. No subsequent events were identified that required disclosure except for the transaction described below.

On October 1, 2023 Leon County entered into two subscription based information technology arrangements (SBITAs) for the right to use another party's (a SBITA vendor's) information technology (IT) software. The terms of the arrangements extend through September 30, 2026. An initial lease liability and subscription asset for these SBITAs equals \$3,788,947. The County is required to make annual payments ranging from \$155,418 to \$1,097,162 through the term of the leases. The leases have interest rates of 4.880%.

**Other Schedules**

Board of County Commissioners  
Leon County, Florida

Schedule of Receipts and Expenditures of  
Funds Related to the Deepwater Horizon Oil Spill

Year Ended September 30, 2023

| <u>Source</u>             | <u>Amount<br/>Received<br/>during the<br/>2022-23<br/>Fiscal Year</u> | <u>Amount<br/>Expended<br/>during the<br/>2022-23<br/>Fiscal Year</u> |
|---------------------------|---|---|
| <b>British Petroleum:</b> |   |   |
| Agreement No. 134036      | \$ -  | \$ -  |

Note: This schedule does not include funds related to the Deepwater Horizon Oil Spill that are considered Federal awards or State financial assistance. Leon County, Florida did not receive or expend any Federal awards or State financial assistance related to the Deepwater Horizon Oil Spill.

*See report of independent auditors.*

**Other Reports**

**Report of Independent Auditors on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Special-Purpose Financial  
Statements Performed in Accordance with *Government Auditing Standards***

*September 30, 2023*

## Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Special-Purpose Financial Statements Performed in Accordance With *Government Auditing Standards*

The Honorable Board of County Commissioners  
Leon County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the special-purpose financial statements of the major governmental funds, the proprietary funds, and the aggregate remaining fund information of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Board's special-purpose financial statements, and have issued our report thereon dated April 10, 2024. Our report includes reference to other auditors who audited the financial statements of the Housing Finance Authority of Leon County, a discretely presented component unit of Leon County, as described in our report on the Board's special-purpose financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported separately by these auditors.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the special-purpose financial statements, we considered the Board's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the special-purpose financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. Accordingly, we do not express an opinion on the effectiveness of the Board's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying *Management Letter*, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies described in the accompanying *Management Letter* as item **2023-004** to be a material weakness.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Two

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying *Management Letter* as items **2023-002** and **2023-003** to be significant deficiencies.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Board's special-purpose financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the special-purpose financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Board's Response to Findings**

*Government Auditing Standards* requires the auditor to perform limited procedures on the Board's response to the findings identified in our audit and described in the accompanying *Management Letter*. The Board's response was not subjected to the other auditing procedures applied in the audit of the special-purpose financial statements and, accordingly, we express no opinion on the response.

### **Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

We have issued a management letter to the Board of County Commissioners of Leon County, Florida dated April 10, 2024, presenting certain required disclosures and comments pursuant to the *Rules of the Auditor General*, Chapter 10.550.



**Thomas Howell Ferguson P.A.**  
Tallahassee, Florida  
April 10, 2024

**Law, Redd, Crona & Munroe, P.A.**



**Report of Independent Accountants on Compliance with Section 218.415,  
*Florida Statutes*, Local Government Investment Policies**

*September 30, 2023*



Report of Independent Accountants on Compliance with  
Section 218.415, *Florida Statutes*, Local Government Investment Policies

The Honorable Board of County Commissioners  
Leon County, Florida

We have examined the Board of County Commissioners of Leon County, Florida's (the Board) compliance with local government investment policies provided in Section 218.415, *Florida Statutes*, during the year ended September 30, 2023. Management of the Board is responsible for the Board's compliance with the specified requirements. Our responsibility is to express an opinion on the Board's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Board complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Board complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Board's compliance with specified requirements.

In our opinion, the Board complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the Board of County Commissioners of Leon County, Florida and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in blue ink that reads "Thomas Howell Ferguson P.A." in a cursive script.

A handwritten signature in blue ink that reads "Law Redd Crona &amp; Munroe P.A." in a cursive script.

**Thomas Howell Ferguson P.A.**  
Tallahassee, Florida  
April 10, 2024

**Law, Redd, Crona & Munroe, P.A.**  
Tallahassee, Florida

**Report of Independent Accountants on Compliance with Sections 365.172  
and 365.173, *Florida Statutes*, Emergency Communications Number  
E911 System Fund  
*September 30, 2023***



Report of Independent Accountants on Compliance with  
Sections 365.172 and 365.173, *Florida Statutes*,  
Emergency Communications Number E911 System Fund

The Honorable Board of County Commissioners  
Leon County, Florida

We have examined the Board of County Commissioners of Leon County, Florida's (the Board) compliance with emergency communications number E911 system fund requirements provided in Sections 365.172 and 365.173, *Florida Statutes*, during the year ended September 30, 2023. Management of the Board is responsible for the Board's compliance with the specified requirements. Our responsibility is to express an opinion on the Board's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Board complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Board complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Board's compliance with specified requirements.

In our opinion, the Board complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the Board of County Commissioners of Leon County, Florida and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in blue ink that reads "Thomas Howell Ferguson P.A.".

**Thomas Howell Ferguson P.A.**  
Tallahassee, Florida  
April 10, 2024

A handwritten signature in blue ink that reads "Law, Redd, Crona &amp; Munroe P.A.".

**Law, Redd, Crona & Munroe P.A.**  
Tallahassee, Florida

**Report of Independent Accountants on Compliance with Section 288.8017,  
*Florida Statutes*, Receipts and Expenditures of Funds Related to the Deepwater Horizon Oil Spill**  
*September 30, 2023*



Report of Independent Accountants on Compliance with  
Section 288.8017, *Florida Statutes*, Receipts and Expenditures of Funds  
Related to the Deepwater Horizon Oil Spill

The Honorable Board of County Commissioners  
Leon County, Florida

We have examined the Board of County Commissioners of Leon County, Florida's (the Board) compliance with the receipts and expenditures of funds related to the Deepwater Horizon oil spill provided in Section 288.8017, *Florida Statutes*, during the year ended September 30, 2023. Management of the Board is responsible for the Board's compliance with the specified requirements. Our responsibility is to express an opinion on the Board's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Board complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Board complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Board's compliance with specified requirements.

In our opinion, the Board complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

This report is intended solely for the information and use of the Board of County Commissioners of Leon County, Florida and the Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in blue ink that reads "Thomas Howell Ferguson P.A." in a cursive script.

**Thomas Howell Ferguson P.A.**  
Tallahassee, Florida  
April 10, 2024

A handwritten signature in blue ink that reads "Law Redd Crona &amp; Munroe P.A." in a cursive script.

**Law, Redd, Crona & Munroe P.A.**  
Tallahassee, Florida

**Management Letter  
September 30, 2023**

## Management Letter

The Honorable Board of County Commissioners  
Leon County, Florida

### **Report on the Special-Purpose Financial Statements**

We have audited the special-purpose financial statements of the Board of County Commissioners of Leon County, Florida (the Board), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated April 10, 2024.

### **Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and Chapter 10.550, Rules of the Auditor General.

### **Other Reporting Requirements**

We have issued our Report of Independent Auditors on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Special-Purpose Financial Statements Performed in Accordance with *Government Auditing Standards* and Report of Independent Accountants on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 10, 2024, should be considered in conjunction with this management letter.

### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions regarding the recommendations made in the preceding financial report are described below.

#### **2022-001 Insurance Recoveries**

Corrective action for this recommendation was taken and this recommendation was considered resolved in the current year.

#### **2022-002 & 2021-003 Construction in Progress**

Corrective action for this recommendation was taken and this recommendation was considered resolved in the current year.



### **2022-003 Purchasing Card Documentation**

Corrective action for this recommendation was taken and this recommendation was considered resolved in the current year.

### **2022-004 Employee Benefit Fund Receivables and Payables**

This corrective action is ongoing as of September 30, 2023, and as a result, this is the second consecutive year this specific recommendation is reported. See current year recommendation 2023-001.

### **2022-005 Reconciliation of Balances Between Other Constitutional Officers**

Corrective action for this recommendation was taken and this recommendation was considered resolved in the current year.

## **Official Title and Legal Authority**

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The name or official title and legal authority for the primary government and each component unit of the reporting entity are disclosed in Note 1 of the Notes to the Special-Purpose Financial Statements.

## **Financial Management**

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. The following recommendations were made:

### **2023-001 Employee Benefit Fund Receivables and Payables**

**Criteria:** The Committee for Sponsoring Organizations (COSO) defines controls activities as the actions established through policies and procedures that help ensure that management's directives to mitigate risks to the achievement of objectives are carried out. Control activities are performed at various levels of an entity, at various stages within business processes, and over the technology environment. Principle 12 of the Internal Control - Integrated Framework states, the organization deploys control activities through policies that establish what is expected and in procedures that put policies into action. Effective policies and procedures address controls put in place to prevent and detect potential fraud and material misstatements.

**Condition:** The legacy process for recording Employee Benefit Fund transactions has resulted in unreconciled stale items in the receivable and payable balances reported. These stale and unreconciled items were not considered material, but represent a risk for financial statement misstatement.

**Cause:** Management has special procedures that are performed to record the receipt of the receivables and the payment of the payables within the Employee Benefit Fund. The legacy process was resulting in a netting of balances and left a number of balances that are stale and unreconciled.

**Effect:** This condition increases the risk of misstatement in the financial statements and the potential for differences in amounts reported by each constitutional officer.

**Recommendation:** Management should review the policies and procedures for recording the collection of cash and payment of amounts related to the Employee Benefit Fund and make changes as necessary. Management should perform a detailed reconciliation between amounts reported and paid/received.

*Management's response:*

*Management has reviewed and updated its recording procedure and reconciliation for the Employee Benefits fund to account for payments and liabilities appropriately and timely. Further review and reconciliation of legacy balances will be performed within the next fiscal year. Additionally, management has added a Benefits Reconciliation Accountant to address reconciling items from internal and external stakeholders. Management will communicate with internal and external stakeholders clarifying their responsibilities for this process.*

## **2023-002- Fixed Asset Disposals**

**Criteria:** The Office of Financial Stewardship's purchasing division sets the policies and procedures regarding the disposal of fixed assets. These policies and procedures are necessary for financial reporting in accordance with the Government Accounting Standards Board (GASB) and to mitigate risks of material misstatement and misappropriation of assets. To sell, trade-in, transfer, cannibalize or dispose of unserviceable or uneconomically repairable equipment, the Board's policies require the Property Custodian to complete and submit a Property Control Form to the Property Control Clerk, outlining the action and the reason(s) for said action, prior to actual disposal. The Board's policies require a thorough review of the annual Tangible Personal Property Report by the Property Control Specialist, Procurement Administrator, and Purchasing Director to ensure complete and accurate information prior to its submission to the Board. The Board's policies require physical inventories be conducted by Property Control in coordination with the appropriate Property Custodian. During the physical inventory, if tangible personal property is found that is not on the property record, action will be taken by Property Control to evaluate it and place it on the Property Record in the department where it was found.

**Condition:** Six of eight samples tested during fixed asset disposal testing had no Property Control Form documenting if the required control process occurred prior to disposal as described in the internal control policies of the Board. A completed Property Control Form was provided for two of eight samples tested during fixed asset disposal testing, one of which was completed after the item had already been disposed.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Four

Four items listed on the fiscal year 2023 Tangible Personal Property Items Report had not actually been disposed of during the current year, three of which went to auction but were never sold, and one of which was an item that was never initially acquired.

**Cause:** The internal controls are not operating as designed, specifically, the requirement for prior approval by both the applicable custodians and premature recording of items as having been disposed.

**Effect:** Management's risk of material misstatement over capital assets reported on the government wide financial statements and the BOCC special-purpose financial statements is increased. Additionally, the annual Tangible Personal Property Items Report presented to and approved by the Board is not accurate. Additionally, these deficiencies lead to increased risk for misappropriation of assets.

**Recommendation:** Management should improve policies and procedures in place to obtain appropriate supporting documentation for all fixed asset disposals, prior to the actual disposal. Management should be performing more routine inspections of physical property to ensure the accuracy of the Tangible Personal Property Items Report.

*Management's response:*

*During an internal review of the current procedures for asset disposal, the Purchasing Division became aware that some of the procedures and controls in place were not consistently being followed. This internal review was conducted simultaneously to the external audit which resulted in similar findings. Subsequently, the Purchasing Director began taking steps to rectify the issues related to asset disposal. A thorough assessment of the Property Custodian records found that the list was outdated; after discussions with each Department, Purchasing now has an accurate index of Property Custodians.*

*To further remedy the audit findings, a mandatory training for all Property Custodians is scheduled for 04/18/2024 and 04/25/2024. The training will apprise the Property Custodians of the requirements associated with the assets under their control, with an emphasis on the documentation necessary for asset disposal, movement, and acquisition. At the conclusion of the training, each Property Custodian will be required to certify in writing their understanding of these requirements (via a form requiring their signature). To assist in keeping the Property Custodian index current and accurate, the Property Control Specialist will require this form to be signed annually by each Property Custodian.*

*The Purchasing Director has implemented a revised documentation system to ensure that fixed assets which go to auction are not marked as disposed until the asset has been sold. Furthermore, the asset will not be removed from the inventory roll until documentation of the sale has been received and uploaded to the relevant property file. As suggested, the Property Control Specialist will begin performing routine and impromptu inspections of fixed assets to ensure the accuracy of the Tangible Personal Property Items Report.*

### 2023-003 Accounts Receivable Accruals

**Criteria:** A receivable should be recorded once any applicable eligibility requirements have been met including the anticipated return of resources (cost reimbursements), or once an enforceable legal claim to the resources exists.

**Condition:** Management's initial schedules and trial balances either excluded or improperly stated receivable balances. Corrections to the trial balance and supporting schedules were needed to improve reporting.

**Cause:** Two instances were noted where receivable balances were not properly accrued for the month of September 2023.

Additionally, the net receivable balance for the Emergency Medical Services fund was initially understated due to differences in the EMS Allowance for Uncollectibles recorded and the approved estimate.

**Effect:** Management's initially reported balances contained errors that required adjustments. These adjustments included instances of overstatements and understatements. Management's risk for errors in financial reporting in this area is increased.

**Recommendation:** Internal controls should be developed for the routine review of the year-end accounts receivable balances, including whether all schedules' inputs are correctly entered and calculated, as well as whether all accruals have been properly recorded. Management should make improvements to the internal reports used to determine the proper amounts for financial reporting.

*Management's response:*

*Management has reviewed the transactions related to this finding and determined this was related to being unaware of certain expected payments and unclear support from the customer. Management in Finance communicated the need to be aware of any expected receivables to management within the Office of Management and Budget. The Finance department requested to be notified of any billings occurring outside of the Finance department by the County.*

*Additionally, Management has implemented a tracking list of all expected revenue accruals from prior years to be reviewed and updated annually by the end of the fiscal year.*

*The net receivable balance related to the EMS fund was due to staff turnover at the beginning of the fiscal year and new staff unintentionally creating an error within the reconciliation resulting in an inaccurate posting within the fiscal year. The reconciliation file has been updated and the error has since been adjusted.*

## 2023-004 Manual Journal Entries Process Improvements

**Criteria:** The Committee for Sponsoring Organizations (COSO) defines controls activities as the actions established through policies and procedures that help ensure that management's directives to mitigate risks to the achievement of objectives are carried out.

The Board has developed a set of policies and procedures for the manual recording of journal entries needed for proper financial reporting. While the internal controls are designed to provide reasonable assurance of achieving the entity's objectives, limitations do exist. Such limitations include but are not limited to breakdowns in internal control due to human failures such as simple errors.

**Condition:** Manual journal entries are consistently reviewed and approved by management in accordance with policy. However, the audit identified several manual journal entries that contained errors and were not discovered during the review and approval process. Corrections to the trial balance and supporting schedules were needed to correct the errors identified.

The process for obtaining supporting documentation in certain instances could be improved. During journal entry testing, it was noted that at times, items were recorded via manual journal entry with limited supporting documentation to support the creation and recording of a manual journal entry.

**Cause:** During detailed testing over various audit areas, several instances were noted where a transaction was recorded to the incorrect fund, incorrect account, or in incorrect amounts. These instances were primarily caused by human error and the control not effectively detecting the error.

During testing over interest income, it was noted that the allocation of interest among funds was incorrectly applied to the various funds. While the manual journal agreed to the supporting schedules created, the schedules contained formula errors that resulted in inaccurate reporting that were not detected by the control.

**Effect:** Initially reported amounts were misstated for various funds. Risk of financial statement misstatement is increased.

**Recommendation:** Management should review its internal policies and procedures and consider adding additional controls for the detection of errors in the manual journal process. Additionally, the review should include a more rigorous review of underlying supporting schedules and documents to ensure those schedules are accurate, properly supported, and in line with applicable policy.

The Honorable Board of County Commissioners  
Leon County, Florida  
Page Seven

*Management's response:*

*During the audit management was made aware of the instances identified by the auditors. While reviewing the transactions, it was determined that the internal controls for review were not sufficiently identifying the errors. This was a result of incorrect calculations, access database documentation review (not the accounting system transaction details,) and approvers rushing during the review process. Management has met with our approving managers to implement a higher standard of review.*

*We will be reviewing original supporting documentation to verify calculations and not a copy, validating the documentation by reviewing accounting system details, and slowing down during the review process to confirm the information and entry provided is accurate.*

**Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

**Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of County Commissioners of Leon County, Florida and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



**Thomas Howell Ferguson P.A.**  
Tallahassee, Florida  
April 10, 2024



**Law, Redd, Crona & Munroe, P.A.**  
Tallahassee, Florida



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5300 [www.leoncountyfl.gov](http://www.leoncountyfl.gov)

### Commissioners

CAROLYN D. CUMMINGS  
At-Large  
Chair

BRIAN WELCH  
District 4  
Vice Chairman

BILL PROCTOR  
District 1

CHRISTIAN CABAN  
District 2

RICK MINOR  
District 3

DAVID T. O'KEEFE  
District 5

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

CHASITY H. O'STEEN  
County Attorney

June 11, 2024

Ms. Sherrill F. Norman, CPA Auditor General  
Local Government Audits/  
342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee,  
Florida 32399-1450

Re: Annual Financial Report

Dear Ms. Norman,

On May 22, 2024, the County received its audited financial statements for the year ended September 30, 2023. Along with the report, the County received the external auditor's management letter. Pursuant to Florida Statutes, Section 218.39, the County's management letter is enclosed.

Leon County continues to focus on efforts to improve the efficiency and effectiveness of operations and to further refine the financial management of the County.

Sincerely,

Carolyn D. Cummings  
Chair

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #15**



# Leon County Board of County Commissioners

## Agenda Item #15

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Gwendolyn Marshall Knight, Clerk of the Circuit Court and Comptroller

**Title:** Acceptance of the Fiscal Year 2022-2023 Annual Investment Report and Approval of Revisions to Leon County Investment Policy No. 17-4

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Roshanda Bradley, Director, Office of Management & Budget |
| <b>Lead Staff/ Project Team:</b>    | Edward Burke, Finance Director<br>Wade England, Treasury Manager  |

### **Statement of Issue:**

As required by Leon County’s Investment Policy No. 17-4, this item seeks Board acceptance of the FY 2022-2023 Annual Investment Report as provided by the Leon County Clerk of Circuit Court and Comptroller. This item also seeks Board approval of proposed revisions to the Leon County Investment Policy No. 17-4, as recommended by the Investment Oversight Committee, to enhance the overall safety and performance of the investment portfolio by increasing liquidity, reducing duration limits, and removing certain riskier investment types.

### **Fiscal Impact:**

This item has no fiscal impact. The Annual Investment Report details investment income earned of approximately \$8.6 million for the FY 2022-2023.

### **Staff Recommendation:**

- Option #1: Accept the Annual Investment Report for Fiscal Year 2022-2023 (Attachment #1).
- Option #2: Adopt the proposed revisions to Policy No. 17-4, “Leon County Investment Policy” (Attachment #2).

## Report and Discussion

### **Background:**

As required by Policy No. 17-4, “Leon County Investment Policy” (Policy), this item seeks Board acceptance of the FY 2022-2023 Annual Investment Report as provided by the Leon County Clerk of Circuit Court and Comptroller (Attachment #1). This item also seeks Board approval of proposed revisions to the Leon County Investment Policy No. 17-4, as recommended by the Investment Oversight Committee (IOC), to enhance the overall safety and performance of the investment portfolio by increasing liquidity, reducing duration limits, and removing certain types of riskier investment options (Attachment #2).

Local governments are authorized by Section 218.415, Florida Statutes, to invest funds determined to be surplus. Surplus funds include funds held for long term projects, future expenditures, emergency reserves, and more. Investing these funds allows local governments to earn interest, which is then allocated to support County services. While investment income increased 354% year-over-year in FY 2023, the IOC has identified opportunities to enhance the overall safety and performance of the investment portfolio based on the current and forecasted market conditions.

Pursuant to Chapter 2, Article VII, Sec. 2-253 of the Leon County Code of Laws, the IOC reviews and recommends changes regarding the Policy and practices of the County, and the IOC reviews the County’s portfolio activity at least quarterly for compliance with the Policy. Section XIII of the Policy 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. 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.

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 two members appointed by the Board, one member appointed by the Clerk of the Circuit Court, the County Administrator or designee, and the Clerk or designee. The three appointed members shall not be employed by any office of the County government and shall be residents of the County. They must have experience in matters involving portfolio management or institutional fixed income investments. Appointees serve three-year terms and may serve up to three terms.

On May 21, 2024, the IOC recommended several changes to the Investment Policy for the Board’s consideration based on a review of the latest Annual Investment Report, the County’s investment portfolio, and the forecasted market conditions.

**Analysis:**

Clerk staff, in conjunction with the external manager, developed an Annual Investment Report that outlines the FY 2023 investment activities of the County (Attachment #1). The IOC reviewed and approved the report to be presented to the Board. The Clerk and IOC report that the investment of all funds this year was consistent with the Policy, implemented pursuant to Chapter 2, Article VII, Sec. 2-253 of the Leon County Code of Laws.

The total income of \$8,622,924 provided an effective rate of return of 3.48% on an average daily balance of \$248,013,648 in FY 2023. For comparison, the portfolio earned a total income of \$1,900,836 during the fiscal year ending September 30, 2022. Investment income increased 354% year-over-year with a \$23.9 million increase in overall average investment balances. Market rates were low at the beginning of the year, and then rose throughout the year. The portfolio was positioned to maximize returns in this environment. Average daily balances are higher than ever. However, by FY 2026, we will see average daily balances decrease per the spending requirements of the Federal American Rescue Plan Act (ARPA) funds.

The increase in the Federal Reserve's federal funds interest rate led to a decrease in the market value of the securities held by external portfolio managers for the County, resulting in non-cash losses of \$2.2 million. To reduce similar losses in the future, the Committee has proposed revisions to the investment policy to mitigate risks and enhance the portfolio's resilience.

On May 21, 2024, the IOC recommended several changes to the Investment Policy for the Board's consideration as follows:

**1. Minimum Liquidity Requirement:**

- Increase the minimum liquidity requirement from two months to three months. This revision will enhance cash availability during catastrophic events or other significant emergencies.

**2. Duration Risk Statement:**

- Add a new statement to the Policy warning against taking on duration as a risk factor. Duration measures the sensitivity of bonds to changes in interest rates and can pose a growing risk to bond returns, especially when interest rates are rising.

**3. Average Duration of the Portfolio:**

- Reduce the allowed average duration for the entire investment portfolio from three years to two years.
- Reduce the average duration for the external portfolio from the current range of 0.5 to 2.5 years to 0.5 and 2 years.

**4. Investment Type Restrictions:**

- Prohibit investment in the following types of securities:
  - Mortgage-backed securities (MBS)
  - Asset-backed securities (ABS)
  - Commercial mortgage-backed securities (CMBS)
  - Bankers' acceptances

- Upon further analysis, the committee determined these investment types have the potential for the County to report a loss because they are more susceptible to market volatility, and agreed public funds should not be held in securities where the principal is not secure.

**5. Authorized Investment Limits:**

- Increase the maximum allowable investment limits for the portfolio from 20% to 45% for each pool of money market funds within the Local Government Surplus Funds Trust Fund (Prime) and the Florida Local Government Investment Trust (FLGIT).
- This change in investment strategy is beneficial to the County due to higher yields in short term investments and provides Clerk Finance the ability to make secure investments into local government money market pools.

In closing, these recommendations are intended to enhance the overall safety and performance of the investment portfolio. By increasing liquidity, reducing duration limits, removing certain riskier investment types, and increasing sector allocation limits for greater flexibility within the portfolio. The IOC and external managers will actively monitor the portfolio, offering recommendations and policy changes as necessary.

**Options:**

1. Accept the Annual Investment Report for Fiscal Year 2022-2023 (Attachment #1).
2. Adopt the proposed revisions to Policy No. 17-4, “Leon County Investment Policy” (Attachment #2).
3. Do not accept the Annual Investment Report for Fiscal Year 2022-2023.
4. Do not adopt the proposed revisions to Policy No. 17-4, “Leon County Investment Policy”.
5. Board direction.

**Recommendation:**

Options #1 and #2

**Attachment:**

1. FY 2022-2023 Annual Investment Report
2. Proposed revised Policy No. 17-4, “Leon County Investment Policy”

# **ANNUAL INVESTMENT REPORT**

FOR THE YEAR ENDED  
SEPTEMBER 30, 2023

GWEN MARSHALL  
CLERK OF CIRCUIT COURT  
AND COMPTROLLER

LEON COUNTY, FLORIDA

**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
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 2023. 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 \$8,622,924 for fiscal year ending September 30, 2023. This total income provided an effective rate of return of 3.48% on an average daily balance of \$248,013,648.** For comparison, the portfolio earned \$1,900,836 for the prior fiscal year. This represents an effective rate of return of 0.85% on an average daily balance of \$224,032,208.

Investment income increased 354% year over year with a \$23.9 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 during fiscal 2023. With the rising rate environment, the returns from our longer duration investments were lower than those 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.

Due to an extraordinary rise in interest rates, the portfolio recorded unrealized mark-to-market losses of \$2.2 million, which are book losses and will not be realized as the investments will be held to term. This is an improvement from the prior year, which had \$6.1 million in unrealized mark-to-market losses.

In an effort to reduce portfolio volatility in the future, the Committee has proposed changes to the investment policy that reduce the portfolio's duration.

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, 2023.

**Table I Ending Balances Fiscal Year Ended September 30, 2023**

| <b>Portfolio</b>                    | <b>Book Value</b>  | <b>Market Value</b> |
|-------------------------------------|--------------------|---------------------|
| <i>Insight Investment</i>           | 56,813,804         | 55,019,745          |
| <i>FL State Treasury SPIA</i>       | 8,041,524          | 7,802,208           |
| <i>FL Local Govt Inv Trust Fund</i> | 50,905,250         | 50,905,250          |
| <i>Florida Prime (SBA)</i>          | 73,512,820         | 73,512,820          |
| <i>Wells Fargo Restricted MM</i>    | 13,709,521         | 13,709,521          |
| <i>Wells Fargo Cash</i>             | 1,155,288          | 1,155,288           |
| <i>Wells Fargo Sweep</i>            | 11,579,965         | 11,579,965          |
| <b>Total Cash and Investments</b>   | <b>215,718,173</b> | <b>213,684,797</b>  |

**Table II Average Daily Balance and Income**

| <b>Investment Type</b>    | <b>FY 2022 Avg Daily Balance</b> | <b>FY 2023 Avg Daily Balance</b> | <b>Total Income FY 2023</b> |
|---------------------------|----------------------------------|----------------------------------|-----------------------------|
| <i>Insight Investment</i> | 54,621,183                       | 54,448,354                       | 1,125,789                   |

**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
Leon County, Florida

|                                     |                    |                    |                    |
|-------------------------------------|--------------------|--------------------|--------------------|
| <i>FL State Treasury SPIA</i>       | 83,924,798         | 22,728,515         | 398,231            |
| <i>FL Local Govt Inv Trust Fund</i> | 24,139,087         | 67,430,602         | 3,142,952          |
| <i>Florida Prime (SBA)</i>          | 32,169,021         | 74,799,435         | 3,696,919          |
| <i>Wells Fargo Restricted MM</i>    | 11,537,056         | 12,476,758         | 49,433             |
| <i>Wells Fargo Cash</i>             | 14,657,744         | 11,134,724         | 44,050             |
| <i>Wells Fargo Sweep</i>            | 2,983,319          | 4,995,260          | 165,550            |
| <b>Total Daily Average</b>          | <b>224,032,208</b> | <b>248,013,648</b> |                    |
| <b>Total Income</b>                 |                    |                    | <b>\$8,622,924</b> |
| <b>Income / Avg. Daily Bal</b>      |                    |                    | <b>3.48%</b>       |

### 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, Chief Deputy Clerk, Kenneth Kent; the County Administrator Designee, Director of Financial Stewardship, Scott Ross (subsequently retired); 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, 2023, were Chairman, J. Ben Watkins III, State of Florida Director of the Division of Bond Finance, Renee McNeill, The First Bank, and Claudia Sachs, Certified Financial Planner, of Securities America.

During the fiscal year ending September 30, 2023, the portfolio was managed within the guidelines and limitations of the IOC recommendations and the Commission-approved policy without exception.

### Investment Managers

The investment portfolio quarter ending balances ranged from \$204,177,753 to \$324,940,599 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 25% of the Leon County portfolio during the fiscal year. As of September 30, 2023, Insight Investment managed approximately \$54 million in fixed income assets that resulted in a portfolio duration during the fiscal year ranging between 1.18 and 0.57 years. The established performance benchmark for Insight Investment is the ICE Bank of America US Treasury/Agency 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, 2023  
Leon County, Florida

***TABLE OF CONTENTS***

| <u>Section</u> | <u>Section Title</u>                                  | <u>Page</u> |
|----------------|---|-------------|
| I.             | Investment Policy.....                                | 1           |
| II.            | Investment Oversight Committee .....                  | 1           |
| III.           | Activities of the Investment Oversight Committee..... | 1           |
| IV.            | Investment Objectives.....                            | 1           |
| V.             | Portfolio Performance .....                           | 2           |
| VI.            | Permitted Investments and Allowable Maturities .....  | 3           |
| VII.           | Liquidity Requirements .....                          | 5           |
| VIII.          | Investment Operations .....                           | 5           |
| IX.            | Conclusion .....                                      | 7           |

| <u>Table</u> | <u>Table Title</u>                       |   |
|--------------|--|---|
| 1            | Permitted Investments .....              | 3 |
| 2            | Portfolio Composition.....               | 6 |
| 3            | Average Term by Investment Type.....     | 6 |
| 4            | Quarter Weighted Average Yields.....     | 7 |
| 5            | Budget and Actual Interest Earnings..... | 7 |



**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
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 (subsequently retired), 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, 2023 were Chairman, J. Ben Watkins III, State of Florida Director of the Division of Bond Finance, Renee McNeill, The First Bank and Claudia Sachs, CFP, of Securities America.

**III. ACTIVITIES OF THE INVESTMENT OVERSIGHT COMMITTEE**

The 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 1.70 and 1.85 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 be managed in such a manner that funds can be liquidated in a reasonable amount of time,

## ANNUAL INVESTMENT REPORT

Fiscal Year Ended September 30, 2023  
Leon County, Florida

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.

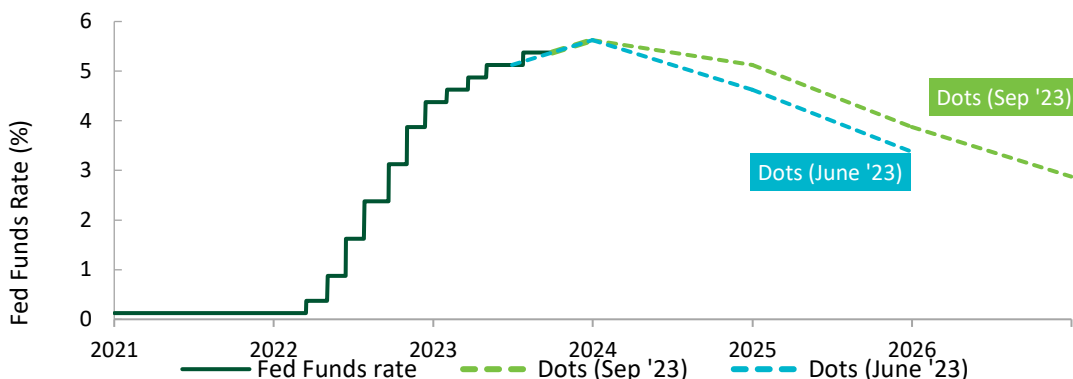
**The portfolio earned total income of \$8,622,924 for fiscal year ending September 30, 2023. This total income provided an effective rate of return of 3.48% on an average daily balance of \$248,013,648.** For comparison, the portfolio earned \$1,900,836 for the prior fiscal year. This represents an effective rate of return of 0.85% on an average daily balance of \$224,032,208.

The actively managed external portfolio did have realized gains for the 12-months ending September 30, 2023 of \$49,152. The yield on the external portfolio on September 30, 2023 was 2.36% versus 1.34% on September 30, 2022. The market interest rates were on an upward trend throughout the second half of the fiscal year. 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.

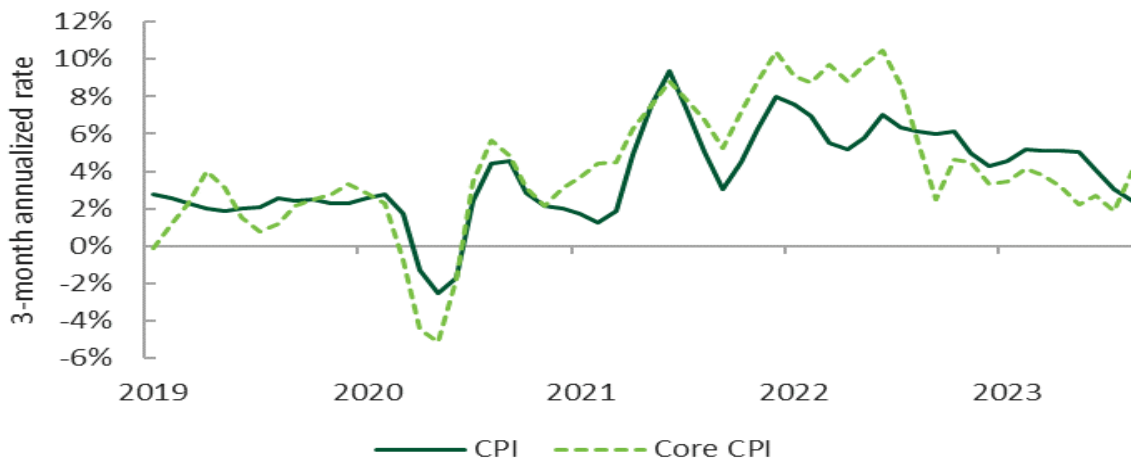
#### Insight Investment Calendar Year Fourth Quarter 2023 Review & Outlook

The Federal Reserve kept the Fed Funds target rate on hold at 5.25% to 5.5% at the September meeting. However, the Committee continued to project another rate hike by the end of the year and adjusted the "dot plot" to reflect a slower pace of rate cuts than it did in at its June meeting (Chart 1). The Fed also significantly raised its economic growth forecasts. Chair Powell, nonetheless, stated the central bank will "proceed carefully."



**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
Leon County, Florida

Headline CPI rose 0.6% month-on-month in August (up from 0.2% in July) driven primarily by higher energy prices. On a year-over-year basis, CPI rose 3.7% in August from 3.2%. However, core CPI painted a more benign picture, decreasing from 4.7% to 4.3% year-on-year, the slowest level since September 2021. Meanwhile, the 3-month annualized rate fell below 3%, improving from 3.1% to 2.4% (Chart 2). Broad disinflationary trends are still evident across non-energy areas, although there were some blemishes, with non-durable goods and transportation (particularly private transportation) categories contributing positively, likely related to higher energy prices. The final estimate of Q2 GDP was unchanged at 2.1% (equal to Q1 GDP growth). However, consumption was revised down and business investment was revised up.



Source: Bureau of Labor Statistics, September 30, 2023

Labor market conditions remained tight overall. The unemployment rate unexpectedly increased from 3.5% to 3.8%, which was partly driven by the participation rate increasing from 62.6% to 62.8%. Wage growth continued to edge down, falling from 4.4% to 4.3% year-on-year. Job growth was also solid at 187,000 and would have been ~55,000 higher if not for Hollywood strikes and layoffs at a large trucking company.

Congress faced the looming prospect of a government shutdown at the end of the month, given objections from a faction of Republicans in the House of Representatives over the required appropriations bills needed to keep the government funded. However, at the very end of the month, Congress passed a “continuing resolution” to keep the government funded for 45 days, buying until mid-November for a comprehensive agreement.

**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.

**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
Leon County, Florida

**Table 1 – Permitted Investments**

| <u>Investment Type</u>                           | <u>Composition Limit</u>                 | <u>Max Maturity/ WAL Limit</u> |
|--|--|--------------------------------|
| Repurchase Agreements                            | 15%, 5% any one issuer                   | 60 Days                        |
| Bankers' Acceptances                             | 15%, 5% any one issuer                   | 270 Days                       |
| Commercial Paper                                 | 20%, 5% any one issuer                   | 270 Days                       |
| Financial Deposit Instruments                    | 30%                                      | 2-Year, 1-Year Avg             |
| Federal Instrumentalities                        | 45%, 15% any one issuer                  | 5-Year                         |
| Corporate Debt                                   | 25%, 3% any one issuer                   | 5-Year                         |
| Municipal Bonds                                  | 35%, 3% any one issuer                   | 5-Year                         |
| Mortgage Backed Securities (MBS), including CMOs | 35%, 15% any one issuer,<br>3% per CUSIP | 5-Year WAL                     |
| Asset Backed Securities                          | 10%, 3% any one issuer                   | 5-Year WAL                     |
| Commercial Mortgage Backed Securities (CMBS)     | 8%, 3% any one issuer                    | 5-Year WAL                     |
| US Government Securities                         | 100%                                     | 10-Year                        |
| US Federal Agencies (full faith and credit)      | 100%, 20% any one issuer                 | 5-Year                         |
| Florida Prime (SBA), FLGIT                       | 20% each pool                            | NA                             |
| FL Municipal Investment Trust (FMIVT)            | 15%                                      | NA                             |
| SPIA, Money Markets                              | 100%                                     | NA                             |

The internal portfolio was invested in the following government pools during fiscal year ending September 30, 2023:

**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, 2023, 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 funds, and fixed rate and floating rate asset backed commercial paper. The rating for Florida Prime as of September 30, 2023 was AAAM 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. The Finance Director provided written direction at the committee’s request, to increase the level to 40 percent.

**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, 2023, 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, 2023, 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 AAAM by Fitch as of

**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
Leon County, Florida

September 30, 2023. 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. The Finance Director provided written direction at the committee's request, to increase the level to 40 percent.

**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, 2023 was AA-f by Standard and Poor's with a duration of 3.20 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).

On September 30, 2023, the majority of the Florida Treasury Investment Pool holdings were in US Treasuries, US Government Agencies/Bonds, Corporate Bonds, and Agency Mortgage Backed Securities. The Pool's fair value factor was 0.9711 for September 2023. 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.

## ANNUAL INVESTMENT REPORT

Fiscal Year Ended September 30, 2023  
Leon County, Florida

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.

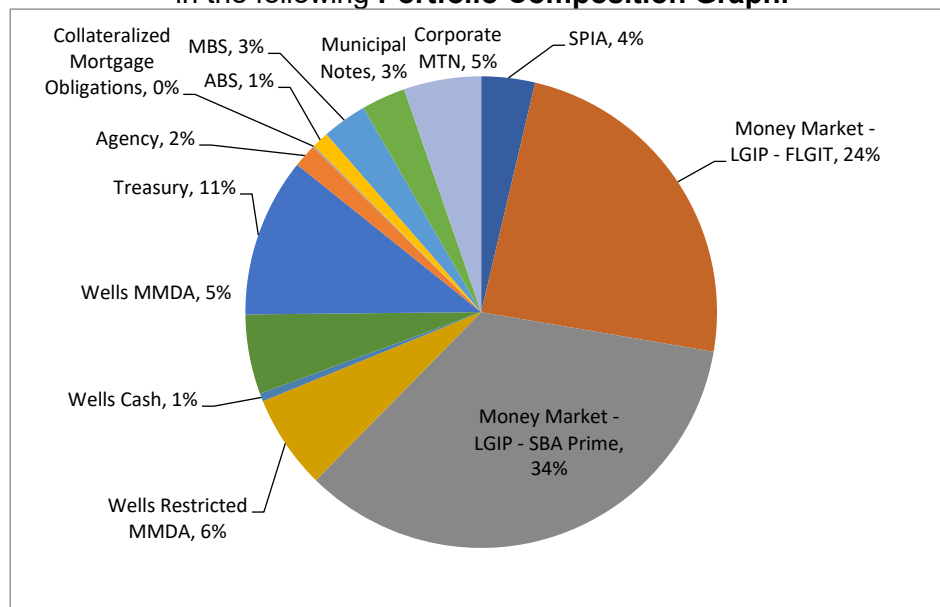
The investment advisor and Clerk staff use sophisticated techniques in carrying out investment activities including the use of electronic bank and trust account systems, electronic funds transfer, on-line real-time monitoring of U.S. securities markets and electronic trading. Bank account balances, cash requirements, investment positions and trust account activity are monitored daily. Our county employs stringent internal controls and prioritizes cybersecurity measures to safeguard its investments and financial assets against potential threats and risks. 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 2023 was \$215,718,173 while the ending balance for 2022 was \$206,594,753, an increase of \$9,123,420.

### 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**.



### 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 2022 and 2023. Average term is the weighted average number of days remaining to maturity of the investment. Average terms greater than one year

**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
Leon County, Florida

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 622 days in fiscal year 2023, as compared with a weighted average term of 507 days in fiscal year 2022.

**Table 3- External Manager Average Term by Investment Type (Days)**

|  | FY 2023 | FY 2022 |
|--|---------|---------|
| <i>US Treasury Notes</i>                     | 631     | 719     |
| <i>US Agency Notes</i>                       | 759     | 664     |
| <i>Commercial Mortgage Backed Securities</i> | 931     | 762     |
| <i>Asset Backed Securities</i>               | 26      | 220     |
| <i>Mortgage Backed Securities</i>            | 398     | 453     |
| <i>Municipal Notes</i>                       | 504     | 507     |
| <i>Corporate Notes</i>                       | 358     | 416     |

D. Earnings and Yields

The portfolio earned total income of \$8,622,924 for fiscal year ending September 30, 2023. This total income provided an effective rate of return of 3.48% on an average daily balance of \$248,013,648. For comparison, the portfolio earned \$1,900,836 for the prior fiscal year. This represents an effective rate of return of 0.85% on an average daily balance of \$224,032,208. 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 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 0.69 years.

**Table 4- Quarter Wt. Average Yields**

|                                       | 09.30.22 | 12.31.22 | 03.31.23 | 06.30.23 | 09.30.23 |
|---------------------------------------|----------|----------|----------|----------|----------|
| <i>Insight Investment</i>             | 1.34%    | 1.69%    | 1.97%    | 2.18%    | 2.36%    |
| <i>FL State Treasury SPIA</i>         | 2.44%    | 3.97%    | 4.70%    | 5.08%    | 2.31%    |
| <i>FL Local Govt Investment Trust</i> | 1.20%    | 1.60%    | 1.71%    | 2.23%    | 5.37%    |
| <i>Florida Prime (SBA)</i>            | 2.61%    | 4.30%    | 4.84%    | 5.33%    | 5.59%    |
| <i>Wells Fargo Restricted MM</i>      | 1.05%    | 1.05%    | 1.05%    | 1.05%    | 2.05%    |
| <i>Wells Fargo Cash</i>               | 1.15%    | 1.15%    | 1.15%    | 1.15%    | 2.15%    |
| <i>Wells Fargo Sweep</i>              | 2.22%    | 3.89%    | 4.45%    | 4.97%    | 5.20%    |
| <i>Quarter Wt. Average Yields</i>     | 1.66%    | 3.20%    | 3.65%    | 4.06%    | 4.32%    |

The dollar amount of interest earnings is used in historical and budgetary comparisons and in cash flow analysis. Actual interest earnings totaled \$8,573,772 in fiscal year 2023 and \$1,917,835 in fiscal year 2022. Actual interest earnings were \$6,046,121 more than the budget in fiscal year 2023 and \$810,981 more than the budget in fiscal year 2022.

**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
Leon County, Florida

**Table 5- Budget and Actual Income**

|                 | FY 2023     | FY 2022     |
|-----------------|-------------|-------------|
| <i>Actual</i>   | \$8,573,772 | \$1,917,835 |
| <i>Budget</i>   | \$2,527,651 | \$1,106,854 |
| <i>Variance</i> | \$6,046,121 | \$810,981   |

**IX. CONCLUSION**

In conclusion, the results outlined in the Annual Investment Report are as follows:

- Investment income increased 354% year over year with a \$23.9 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 during fiscal 2023. With the rising rate environment, the returns from our longer duration investments were lower than those 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.
- Due to an extraordinary rise in interest rates, the portfolio experienced unrealized mark-to-market losses of \$2.2 million. These are book losses and will not be realized, as the investments will be held to term.
- In effort to reduce portfolio volatility in the future, the Committee has proposed changes to the investment policy that reduce the portfolio's duration .
- A deviation from the investment policy was made at the direction of the Oversight Committee and the Finance Director, temporarily increasing the local government investment pools to 40 percent.
- 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.
- At the request of the committee, the external portfolio managers are instructed to re-allocate funds as they mature into short-term Treasury Bills.

**Investment Oversight Committee**

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.

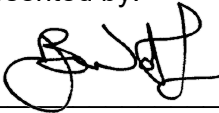


**ANNUAL INVESTMENT REPORT**  
Fiscal Year Ended September 30, 2023  
Leon County, Florida

The committee updated the investment policy in the May 2024 meeting to minimize the risks of volatility.

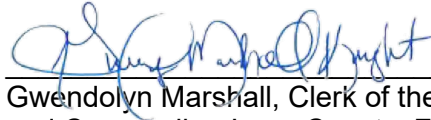
On May 21 2024, the IOC met to review and approve this annual report summarizing the performance of the internal portfolio and the external manager.

Presented by:



---

Ben Watkins, Chairman  
Investment Oversight Committee



---

Gwendolyn Marshall, Clerk of the Court  
and Comptroller, Leon County, Florida

# Board of County Commissioners Leon County, Florida

## Policy No. 17 – 4

Title: Leon County Investment Policy

Date Adopted: July 9, 2019

Effective Date: July 9, ~~2019~~ 2024

Reference: Florida Statutes Section 218.415, Ordinance No. 02-18

Policy Superseded: Policy No. 02-12, adopted September 17, 2002, Policy No. 02-12, revised January 11, 2005; revised September 2, 2008; revised September 14, 2010; revised October 11, 2011; revised February 25, 2014; Policy No. 17-4 “Leon County Investment Policy”, adopted July 11, 2017, revised July 9, 2019

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 17-4, “Leon County Investment Policy”, adopted on July 9, 2019, is hereby amended and a revised policy is hereby adopted in its place, to wit:

### I. SCOPE

This Policy was adopted using Florida Statutes Section 218.415 as a guideline and applies to all funds held by the County in excess of those required to meet current expenses.

### II. INVESTMENT OBJECTIVES

The primary objectives of all investment activities for the County should be safety of principal, maintenance of adequate liquidity, and finally, return maximization.

A. Safety of Principal. This 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 overall portfolio duration, setting maximum exposures by sector, defining appropriate levels of diversification, and limiting exceptions.

B. Maintenance of Liquidity. To meet the day-to-day operating needs of the County and to provide the ready cash to meet unforeseen temporary cash requirements, a liquidity base of approximately at least ~~two~~ three months of anticipated disbursements will be kept in relatively short term investments. These would include investments in government pools with daily liquidity such as the Local Government Surplus Trust Fund and money market investments.

C. Return Maximization. Return is of least importance compared to the safety and liquidity objectives above. Investments are limited to ~~relatively~~ low risk securities in anticipation

of earning a fair return relative to the risk being assumed. Extending the duration of investments to enhance investment returns can induce volatility and affect market value, which should be avoided.

### **III. STANDARDS OF CARE**

- A. Standards of Prudence. The "Prudent Person" Rule shall be applied in the management of the overall investment portfolio. The "Prudent Person" Rule states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The Clerk and Finance Department employees performing the investment functions, acting as a "prudent person" in accordance with established procedures and this Policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that appropriate monitoring efforts are performed.
- B. Ethical Standards. Officers, employees and external investment advisors of the Clerk's Office who are involved in the investment process shall refrain from personal business activity that could conflict with State Statutes, County ordinances, proper management of the investment portfolio or which could impair their ability to make impartial investment decisions. Investment officials and employees, including members of the Investment Oversight Committee, shall disclose any material financial interests in any investment firms, or financial institutions that conduct business with the County and shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the County.
- C. Limits of Liability. Other than by an action of the County, the County shall provide for the defense and indemnification of any Committee member who is made a party to any suit or proceeding, or against whom a claim is asserted by reason of their actions taken within the scope of their service as an appointed member of this committee. Such indemnity shall extend to judgments, fines, and amounts paid in settlement of such claim suit, or proceeding, including any appeal thereof. This protection shall extend only to members who have acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the County.

### **IV. AUTHORITY**

Responsibility for the administration of the investment program is vested in the Clerk of the Circuit Court (Clerk), as provided in Section 28.33, Florida Statutes. The Clerk shall exercise this authority to invest surplus funds in accordance with Section 218.415, Florida Statutes. The Clerk hereby delegates the day-to-day responsibility for the administration of the investment program to the Finance Director. The Finance Director shall maintain an Investment Procedures and Internal Controls Manual based on this Policy.

**V. INVESTMENT OVERSIGHT COMMITTEE**

The Board is responsible for setting guidelines for the investment of the portfolio through the adoption of this Investment Policy. The Board recognizes that there is an expertise required both for setting the guidelines and the review of performance, which may exceed the technical background of individual commissioners and has, therefore, created the Investment Oversight Committee. This Committee is charged with the responsibility to review this Policy on a regular basis and to recommend changes. The Clerk will provide sufficiently detailed reports to the Committee in order for the Committee to review portfolio performance. The Committee will establish portfolio benchmarks in order to judge the performance of the portfolio with respect to the market and other portfolios of similar size and limitations. The Committee will provide the Board a report as of the close of the fiscal year recapping the performance of the portfolio and any external managers. The Board or the Committee may request additional meetings to discuss issues of concern or direction.

**VI. PROCUREMENT OF EXTERNAL INVESTMENT MANAGERS**

The County may utilize external investment managers to assist with management of the portfolio. External management may be employed in situations where, due to limitations in the areas of staff time or expertise, such outside resources would be in a better position to overcome such limitations. Securities purchased by the external manager on behalf of the County, and other investments held by the fund, must be in compliance with the constraints identified by this Policy. The average duration of the funds managed by any one external manager on behalf of the County as part of the portfolio shall not exceed ~~three~~ two years.

The Clerk in her capacity as Chief Financial Officer of Leon County oversees the selection of external managers through a competitive selection process (an RFP). The RFP committee will include county and clerk staff along with investment experts from other governments or the community. In making this selection, consideration will be given to past investment performance, fees, assets under management, experience of the firm and the individuals managing portfolios of similar size, complexity and investment restrictions. Upon selection of an external manager, the Clerk will execute a contract with the firm. External managers will be evaluated and retained based upon their investment performance, insight, advice on positioning the portfolio, and satisfactory discharging professional services provided for in the contract.

**VII. THIRD-PARTY CUSTODIAL AGREEMENTS**

The Clerk will execute a Third Party Custodial Safekeeping Agreement with a depository chartered by the United States Government or the State of Florida. All securities purchased, and/or collateral obtained by the Clerk shall be properly designated as an asset of the County and held in an account separate from other assets held by the depository. No withdrawal of such securities, in whole or in part, shall be made from safekeeping except by authorized staff. The Clerk will enter into a formal agreement with an institution of such size and expertise as is necessary to provide the services needed to protect and secure the investment assets of the County.

Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

The Third Party Custodial Safekeeping Agreement shall include letters of authority from the Clerk and details as to responsibilities of each party. These responsibilities include notification of security transactions, repurchase agreements, wire transfers, safekeeping and transactions costs, procedures in case of wire failure and other unforeseen mishaps, including the liability of each party.

**VIII. INTERNAL CONTROLS**

The Treasury Manager shall establish and monitor a set of written internal controls designed to protect the County's funds and ensure proper accounting and reporting of the securities transactions. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and recordkeeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery-vs-payment" procedures.

No person may engage in an investment transaction except as authorized under the terms of this policy. All daily investment activity is performed by the Treasury Manager under supervision of the Finance Director.

Pursuant to Section 218.415 (13), Florida Statutes, independent auditors as a normal part of the annual financial audit to the County shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

**IX. CONTINUING EDUCATION**

The Clerk staff responsible for making investment decisions must annually complete eight hours of continuing education in subjects or courses of study related to investment practices and products.

**X. POLICY REVIEW AND AMENDMENT**

This Policy shall be reviewed annually by the Investment Oversight Committee and any recommended changes will be presented to the Board of County Commissioners for adoption.

**XI. AUDITS**

Certified public accountants conducting audits of units of local government pursuant to Section 218.39, Florida Statutes shall report, as part of the audit, whether or not the local government has complied with Section 218.415, Florida Statutes.

**XII. MASTER REPURCHASE AGREEMENT**

The County will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the Master Repurchase Agreement.

**XIII. INVESTMENT PERFORMANCE AND REPORTING**

A quarterly investment report shall be prepared by the Finance Office and provided to the County Administrator and the Investment Oversight Committee. The report shall include an analysis of the portfolio by sector, maturity, yield, as well as its overall performance during that period with sufficient detail for a comprehensive review of investment activity and performance.

An annual report will be presented to the Board of County Commissioners (“Board”), which shall include securities in the portfolio by sector, book value, income earned, market value and yield. Investment performance shall measure risk characteristics, portfolio size, sector allocations, and year-to-date earnings to an appropriate benchmark.

The County Administrator shall be notified immediately of deviations from currently approved investment policies. In the event of a ratings agency downgrade to below the A or better requirement, a written notification and investment plan from the external manager must be submitted to the County Administrator. A forced or immediate sale of the downgraded asset is not required.

**XIV. RISK DIVERSIFICATION AND PORTFOLIO COMPOSITION**

The County recognizes that investment risks can result from issuer defaults, market price changes, change in credit ratings, reinvestment of principal and interest, or various technical complications leading to temporary illiquidity. For purposes of this Policy, the top nationally recognized statistical ratings organizations (NRSROs) for all credit-sensitive securities are Moody’s, Standard and Poor’s, and Fitch. Portfolio diversification and maturity limitations are employed as primary methods of controlling risk. Market value shall be the basis for determining portfolio percentages and compliance with this Policy.

The average range of duration for the County’s overall portfolio, inclusive of internally and externally managed investments, 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 Oversight Committee will be convened and will approve any portfolio duration outside of the range specified above.

**XV. AUTHORIZED INVESTMENTS**

This section lists the authorized investments for the internal and external county portfolios. Details of key limitations on authorized investments are provided in Exhibit A. Investments not listed in this policy are prohibited.

Internal Investment Portfolio

- A. The Local Government Surplus Trust Fund (Florida Prime), Florida Treasury Special Purpose Investment Account (SPIA), or any intergovernmental investment pools authorized pursuant to the Florida Interlocal Cooperation Act of 1969 as provided in Section 163.01 Florida Statutes.
- B. Investments ~~may be made~~ are permitted in ~~SEC qualified constant net asset value fixed income~~ money market mutual funds rated with AAAM or AAAG ~~comprised of only those ratings including Treasury Money Market Mutual Funds, Governmental Money Market Mutual Funds, and Prime Money Market Mutual Funds. These funds must exclusively comprise investment instruments as authorized in~~ by this Policy, ~~provided that such funds do not allow derivatives. Importantly, they are restricted from engaging in derivative transactions.~~
- C. Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02 Florida Statutes. This includes, but is not limited to, time deposit accounts, demand deposit accounts, and non-negotiable certificates of deposit.

External Investment Portfolio

- D. Direct obligations of the United States Treasury. Investments may be made in negotiable direct obligations or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.
- E. Federal Agencies and Instrumentalities. United States Government Agencies and sponsored agencies which are non-full faith and credit.
- F. Corporate Debt Securities. Investments may be made in securities issued by any U.S. corporation provided that such instrument is rated A or better by at least two NRSROs.
- G. Municipal Bonds. Investments may be made in securities issued by governmental entities or territorial boundaries of the United States provided that such instrument is rated A or better by at least two NRSROs.
- H. ~~Mortgage Backed Securities (MBS). Only agency collateralized (FNMA, FHLMC and GNMA) MBS, including collateralized mortgage obligations (CMOs), may be purchased.~~
- I. ~~Asset Backed Securities (ABS). Only ABS collateralized by traditional consumer receivables such as automobile, equipment, utility, and credit card loans may be purchased. The minimum credit rating for ABS must be AAA by at least two NRSRO at the time of purchase.~~
- J. ~~Commercial Mortgage Backed Securities (CMBS). Only agency collateralized CMBS may be purchased.~~
- H. Repurchase Agreements. Investments whose underlying purchased securities consist of

United States Treasury, Federal Agencies and/or Instrumentalities and based on the requirements set forth in the Clerk's Master Repurchase Agreement.

- I. ~~Banker's Acceptances. Investments may be made in bankers' acceptances which are inventory based and issued by a bank, which has at the time of purchase, an unsecured, uninsured and un-guaranteed obligation rating of at least "Prime-1" and "A" by Moody's and "A-1" and "A" by Standard & Poor's.~~
- I. Commercial Paper. Investments may be made in commercial paper of any United States company, which is rated at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper). Asset backed commercial paper is prohibited.

## **XVI. SUMMARY OF KEY LIMITATIONS ON AUTHORIZED INVESTMENTS**

The detail guidelines for investments and limits on security issues, issuers, maturities, and credit quality as established by the Clerk are provided in **Exhibit A**. 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. Exceeding percentage limits due to changes in portfolio balance will not require liquidation of any asset but will restrict further investing. 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.

### Additional Portfolio Limitations

- A. The limits for the Internally Managed portfolio apply to the combined internal and external portfolios.
- B. The External Manager's limits apply to external portfolio.
- C. ~~The maximum combined portfolio allocation to MBS, CMBS and ABS securities is 45% at time of purchase.~~
- C. The maximum combined portfolio allocation to corporate debt and municipal securities is 425% at time of purchase.
- D. Portfolio securities may be purchased in either fixed or floating-rate form.
- E. All investments must be denominated in U.S. Dollars.
- F. Investments at the time of purchase are limited to an A rating or higher.
- G. ~~Investments rated BBB and below are not permitted at the time of purchase. The lower rating shall apply in instances of split rated securities.~~



**Leon County Investment Policy**  
**Policy No. 17-4**

9.06

**EXHIBIT A**

| IP Section         | Authorized    | Security Type  | Portfolio Sector Maximum    | Per Issuer Maximum | Further Limited By        | Maximum Maturity/<br>WAL Limit  | Quality Minimum  |
|--------------------|---------------|--|-----------------------------|--------------------|---------------------------|---------------------------------|--|
| XVI.A.             | IM            | State of Florida Treasury Special Purpose Investment Account (SPIA);                           | 100%                        | NA                 | NA                        | NA                              | NA   |
| XVI. A.            | IM            | Local Government Surplus Funds Trust Fund (Prime) FL Local Government Investment Trust (FLGIT) | <del>20</del> 45% each Pool | NA                 | NA                        | NA                              | NA   |
| XVI. A             | IM            | FL Municipal Investment Trust (FMIVT)  | 15% each Pool               | NA                 | NA                        | NA                              | NA   |
| XIV. B.            | IM            | <del>Constant Net Asset Value Money Market Mutual Funds</del> US Treasury Money Market Funds   | 100%                        | NA                 | NA                        | NA                              | SEC-qualified, must hold investments allowed by this Policy        |
| <u>XIV. B.1</u>    | <u>IM</u>     | <u>Government Money Market Funds</u>   | <u>50%</u>                  | <u>NA</u>          | <u>NA</u>                 | <u>NA</u>                       | <u>SEC-qualified, must hold investments allowed by this Policy</u> |
| <u>XIV. B.2</u>    | <u>IM</u>     | <u>Prime Money Market Funds</u>  | <u>35%</u>                  | <u>NA</u>          | <u>NA</u>                 | <u>NA</u>                       | <u>SEC-qualified, must hold investments allowed by this Policy</u> |
| XVI. C.            | IM            | Financial Deposit Instruments  | 30%                         | NA                 | NA                        | 2-Year Mat; 1 Year Avg Maturity | Florida Security for Public Dep. Act                               |
| XVI. D.            | EM            | United States Government Securities  | 100%                        | NA                 | NA                        | 10-Year Maturity                | NA   |
| XVI. E.            | EM            | United States Federal Agencies (full faith and credit)   | 100%                        | 20.0%              | NA                        | 5-Year Maturity                 | NA   |
| XVI. E.            | EM            | Federal Instrumentalities (Non-full full faith and credit)                                     | 45%                         | 15.0%              | NA                        | 5-Year Maturity                 | NA   |
| XVI. F.            | EM            | Corporate Debt Securities  | <del>25</del> 0%            | 3.0%               | NA                        | 5-Year Maturity                 | A3/A- by 2 NRSRO   |
| XVI. G.            | EM            | Municipal Bonds  | <del>35</del> 20%           | 3.0%               | NA                        | 5-Year Maturity                 | A3/A- by 2 NRSRO   |
| <del>XVI. H.</del> | <del>EM</del> | <del>Mortgage-Backed Securities (MBS), including CMOs</del>                                    | <del>35%</del>              | <del>15.0%</del>   | <del>3.0% per CUSIP</del> | <del>5-Year WAL</del>           | <del>Agency only</del>   |
| <del>XVI. I.</del> | <del>EM</del> | <del>Asset-Backed Securities (ABS)</del>   | <del>10%</del>              | <del>3.0%</del>    | <del>NA</del>             | <del>5-Year WAL</del>           | <del>Aaa/AAA by 2 NRSRO</del>                                      |
| <del>XVI. J.</del> | <del>EM</del> | <del>Commercial Mortgage-Backed Securities (CMBS)</del>  | <del>8%</del>               | <del>3.0%</del>    | <del>NA</del>             | <del>5-Year WAL</del>           | <del>Agency only</del>   |
| XVI. <del>K.</del> | EM            | Repurchase Agreements  | 15%, if longer than 1-Day   | 5.0%               | NA                        | 60-Days                         | Requires Master Repo Agreement                                     |
| XVI. <del>L.</del> | EM            | Bankers' Acceptances   | 15%                         | 5.0%               | No ABCP                   | 270-Days                        | A1/P1 by 2 NRSRO   |
| XVI. <del>M.</del> | EM            | Commercial Paper   | 20%                         | 5.0%               | No ABCP                   | 270-Days                        | A1/P1 by 2 NRSRO   |

EM. External Managers where limits apply to external portfolio.

IM. Internal Management where limits apply to combined internal and external portfolios.

WAL. Weighted Average Life.

**Leon County Investment Policy**  
**Policy No. 17-4**

---

**9.06**

The maximum combined portfolio allocation to MBS, CMBS and ABS securities is 45% at time of purchase.  
The maximum combined portfolio allocation to corporate debt and municipal securities is 45% at time of purchase.  
Portfolio securities may be purchased in either fixed or floating-rate form.

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Agenda Item #16

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Status Update Regarding Curbside Collection Service Provided by Waste Pro, Inc.

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Maggie Theriot, Director, Office of Resource Stewardship |
| <b>Lead Staff/ Project Team:</b>    | Cassie Griffith, Solid Waste Manager  |

### **Statement of Issue:**

This item seeks Board acceptance of the semiannual status report regarding curbside waste 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 semiannual status update regarding curbside waste collection service provided by Waste Pro, Inc.

## **Report and Discussion**

### **Background:**

This item seeks Board acceptance of the semiannual status update regarding curbside waste collection service provided by Waste Pro, Inc. (Waste Pro). At the March 21, 2023 meeting, the Board approved continuing service with Waste Pro through a new solicitation for a Solid Waste Franchise Agreement (Agreement). At the same March meeting, the Board directed staff to prepare semi-annual status reports regarding Waste Pro's performance under the new contract to ensure Waste Pro meets the requirements of the Agreement. The first status report was included in the Annual Sustainability Program Status Report on January 23, 2024.

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 Agreement was awarded by the Board on March 21, 2023, to Waste Pro, and will expire in September 2030. There are currently 31,550 residents in the unincorporated area who subscribe to collection services. Although commercial recycling collection is not an exclusive service, Waste Pro is required to offer the service within the unincorporated area. There are currently an estimated 656 commercial customers who have a combined total of 695 accounts.

The County executed a smooth transition plan for the October 1, 2023, commencement of services. While there were added conveniences of Waste Pro being the prior vendor such as customers keeping existing accounts and carts, the new Agreement featured extensive standards for transition prior to commencement. County staff worked closely with Waste Pro to ensure that there was minimal impact to customers over this period. Routine status reports were historically provided to the Board under the prior Agreement, in part due to persistent past performance concerns. These reports included the number of liquidated damages and corrective action required by the County. As detailed below, the transition to the new contract was successful and the performance of the vendor in this reporting period has been satisfactory.

### **Analysis:**

The current contract with Waste Pro for curbside waste collection features stricter quality stipulations and enforcement standards than prior agreements to ensure performance. Additionally, operational aspects of service delivery were enhanced to improve performance such as a new fleet of trucks, added routes, route efficiency technology, outlined response times, and enhanced customer service. To ensure Waste Pro meets the Agreement's stricter quality stipulations and enforcement standards, the Agreement contains detailed liquidated damages for violations of standards. As an example, liquidated damage categories increased from seven in the prior contract to 57 detailed parameters in the Agreement. These thorough standards ensure that Waste Pro has clear expectations for service and performance. Ideally, liquidated damages remain low, serving as one indicator of effective service delivery by Waste Pro.

Liquidated damage assessments continue to be the most appropriate indicator for Waste Pro's performance. As indicated by the quantity of liquidated damages, operational improvements and enhanced standards have contributed to an acceptable level of service since the commencement of the Agreement in October 2023. Table #1 contains the liquidated damages assessed to Waste Pro

during the term of the Agreement to-date. The totals from October and November are indicative of an adjustment to the new parameters. Though the transition was carefully planned and executed, the drivers were learning new routes, new technology, and new standards to abide by. When compared to liquidated damages over the previous year, the total dollar amount has reduced by 69% during the given timeframe (October - May). With minimum liquidated damages incurred, there are no notable trends of concern.

*Table #1 Liquidated damage assessments, October 2023 – May 2024*

|                    | October  | November | December | January | February | March   | April   | May     |
|--------------------|----------|----------|----------|---------|----------|---------|---------|---------|
| Liquidated Damages | \$22,500 | \$11,200 | \$1,300  | \$1,400 | \$1,550  | \$1,750 | \$1,525 | \$2,050 |

The investment made in fleet routing technology has helped yield greater efficiency, and routes have been at a near 100% completion level. In addition to levied liquidated damages, staff has also been able to verify customer complaints with routing technology and see route progress in real time. Waste Pro has received a majority of the new trucks ordered per the Agreement, however, delivery of the additional three trucks has been delayed due to unforeseen manufacturer issues. While waiting on those arrivals, Waste Pro has allocated substantial funding on rental trucks to ensure fleet reliability. Additionally, Waste Pro is in receipt of two new claw trucks, two supervisor support vehicles, and a split-load truck that is smaller and lighter than its regular fleet vehicles. This smaller split-load truck positions Waste Pro to better service narrower private roads. Historically, these small roads have contributed to customer complaints.

Aside from service equipment, Waste Pro also made the necessary investments in the administrative and customer support functions. Additional staff were hired for the call center and new technology was implemented to track inbound calls received by Waste Pro. The volume and nature of customer calls is another indicator the County utilizes to monitor Waste Pro service. Since January, the hold/wait time for each call remains low with wait times averaging under one minute and thirteen seconds. Additionally, customers can opt for an auto-return call should they not wish to wait on hold.

Indicative of Waste Pro's enhanced service, customer complaints have dramatically decreased in comparison to the prior contract. While performance is at a satisfactory level, County staff remain active in monitoring service routes and respond immediately to any customer outreach to ensure the circumstance is resolved in accordance with Agreement standards.

**Conclusion:**

In summary, Waste Pro and the County proactively prepared and worked diligently to ensure a smooth transition for the October 1, 2023, commencement of services. Leon County's enhanced contractual standards and operational improvements by Waste Pro have contributed to an overall successful delivery of service that has seen a decrease in liquidated damage numbers from the previous contract. 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 semiannual status update regarding curbside waste collection service provided by Waste Pro, Inc.
2. Do not accept the semiannual status update regarding curbside waste collection service provided by Waste Pro, Inc.
3. Board direction.

**Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**




# Leon County Board of County Commissioners

## Agenda Item #17

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** After-Action Report on Leon County's Preparation, Response, and Recovery Efforts to the May 10 Tornado Outbreak

|   |  |
|---|--|
| <b>Review and Approval:</b>             | Vincent S. Long, County Administrator  |
| <b>Department/<br/>Division Review:</b> | Ken Morris, Assistant County Administrator<br>Shington Lamy, Assistant County Administrator  |
| <b>Lead Staff/<br/>Project Team:</b>    | Mathieu Cavell, Director, Community Relations and Resilience<br>Kevin Peters, Director, Emergency Management<br>Roshaunda Bradley, Director, Office of Management and Budget |

### Statement of Issue:

This item provides the Board with an after-action report on Leon County's preparation, response, and recovery efforts related to the tornado outbreak that occurred on May 10, 2024. This after-action report serves as a summary of actions taken to date by Leon County in response to the tornado outbreak, provides findings and recommendations from the emergency activation, and seeks Board approval of a Resolution and Budget Amendment for the costs associated with the tornado recovery and to replenish the Catastrophe Reserve Fund for the 2024 hurricane season.

### Fiscal Impact:

This item has a fiscal impact. This item recommends the allocation of \$8.3 million in fund balance to the Catastrophe Reserve Fund to cover the costs associated with the May 10 tornadoes, prior to FEMA reimbursement, and to replenish the Cat Fund for the 2024 hurricane season.

### Staff Recommendation:

- Option #1: Accept the after-action report on Leon County's preparation, response, and recovery efforts related to the May 10, 2024 Tornado Outbreak.
- Option #2: Adopt the proposed revisions to Policy No. 07-2 "Reserves" (Attachment #1).
- Option #3: Approve the Resolution and Budget Amendment (Attachment #2).

## Report and Discussion

### **Background:**

This item provides the Board with an after-action report on Leon County's preparation, response, and recovery efforts related to the tornado outbreak that occurred on May 10, 2024. This after-action report serves as a summary of actions taken to date by Leon County in response to the tornado outbreak, provides findings and recommendations from the emergency activation, and seeks Board approval of a Resolution and Budget Amendment for the costs associated with the tornado recovery and to replenish the Catastrophe Reserve Fund for the 2024 hurricane season. Also, as requested at the June 11, 2024 meeting, the item includes an update on the comprehensive recovery process for citizens displaced by the May 10 Tornado Outbreak, additional information on the Catastrophe Reserve Fund Policy, and recommends a revision to ensure efficient use of resources and provide necessary support for disaster recovery.

Emergency management professionals in Florida focus much of their training on tropical weather events and opportunities to enhance disaster response activities and resilience. Leon County Emergency Management (LCEM) prepares, coordinates, and trains year-round in anticipation of emergencies which require the highest level of coordination and resources. The preparation and training extend throughout the County organization and with external agency partners each year. LCEM also serves as the regional coordinator with the Florida Division of Emergency Management for emergency management services and programs of the 10-county area. Public education is vital to community preparedness and resilience. Through Leon County Community and Media Relations (CMR), LCEM educates the public by cohosting events including the Citizen Engagement Series focused on hurricane preparedness and performing mock emergency activation exercises, the "Build Your Bucket" event to highlight the importance of having a disaster plan and kit, and produces the annual Disaster Survival Guide in partnership with the Capital Area Chapter of the American Red Cross; the Apalachee Regional Planning Council; and neighboring counties. These year-round efforts position the County, the public, and external agency partners to better prepare and respond to weather emergencies.

Emergency officials have named the May 10, 2024, weather event the "May 10 Tornado Outbreak." This designation reflects the rarity and impact of the tornadoes that swept through Leon County. The outbreak resulted in multiple tornadoes causing widespread damage across Tallahassee-Leon County and the Big Bend region. LCEM monitored the developing situation as the National Weather Service Tallahassee (NWS) began issuing forecasts and warnings. The event was characterized by severe thunderstorms and tornadoes that led to significant damage and debris.

Through enhanced monitoring of the weather system overnight and assessing the severity of any potential tornadoes, the Leon County Emergency Operations Center (EOC) was partially activated at 3 a.m. on May 10 in response to the event, with personnel and partner agencies also activating resources on standby. Later that morning around 6:50 a.m., the tornado outbreak resulted in extensive damage, with numerous properties destroyed or severely damaged as detailed later. The EOC's structured approach and the collaborative efforts of the community played essential roles in addressing the challenges posed by the tornado outbreak. The EOC was partially activated from

May 10 to May 19, engaging hundreds of County staff in coordinating response and recovery efforts. The specific activities performed by County work areas are detailed later in this agenda item.

While the May 10 Tornado Outbreak included significant wind threats, the County was prepared for the emergency and demonstrated once again why it was the first in the nation to be recognized by FEMA as a #HurricaneStrong Community. Through lessons learned from prior weather events and emergency activations, the County implemented more than 200 recommendations based on nearly 300 findings across all aspects of emergency preparedness, response, and recovery capabilities. These findings and recommendations were detailed in the after-action reports following three tropical weather events (Hermine, Irma, and Michael) and other emergencies that impacted the County, providing a comprehensive evaluation and assessment of the plans, preparations, response, and recovery efforts associated with the storms. The recommendations identify opportunities for continuous improvement of Leon County's organizational readiness to manage future emergencies and enhance community resilience.

Unfortunately, and most importantly, the May 10 Tornado Outbreak directly contributed to two fatalities.

*Significant Enhancements since Hermine, Irma, Michael, Idalia, and the Bicentennial Storm:*

Leon County has made multiple strategic updates to its Comprehensive Emergency Management Plan based on recommendations made in Hurricane After-Action Reports. Several stand out as particularly critical to the success of Leon County's preparedness, response, and recovery efforts relative to the May 10 Tornado Outbreak. The recommendation to return LCEM under the County organization on a year-round basis has facilitated a much closer alignment of the County's emergency management function with other County operations and has enabled LCEM to streamline year-round coordination with County departments and external agencies, including staffing, training, and field operations.

In 1999, the Board entered into an Interlocal Agreement shifting the day-to-day oversight of LCEM to the Sheriff, only to return under the Board in the event of a disaster. Because the emergency management field involves the coordination of public works, communications, information technology and geographic information systems, volunteer services, services provided by partner organizations, emergency shelters, and many other critical functions, the Hurricane Hermine After-Action Report recommended returning this function to the County organization on a year-round basis. At the January 24, 2017 meeting, the Board approved the return of the day-to-day oversight of LCEM under the Board, reporting to the County Administrator. The alignment of LCEM with CMR ensures the highest level of coordination with other departments and divisions of Leon County government throughout the year, enhances coordination of emergency management training opportunities for County staff, and facilitates even greater sharing of information and resources during emergency events. This realignment of LCEM under the County organization has also supported and facilitated the implementation of several other recommendations in the Hurricane Hermine After-Action Report related to citizen engagement and community preparedness initiatives.

Additionally, the recommendation to coordinate with Leon County Schools, the American Red Cross, the Salvation Army, and the Big Bend Disaster Animal Rescue Team to identify specific opportunities has enhanced shelter operations and the management of shelter staff, facilities, and supplies. At the May 8, 2018 meeting, the Board approved a tri-party agreement among Leon County, Leon County Schools, and the American Red Cross to make improvements to the County’s plan for risk sheltering operations. These improvements leveraged the assets and resources of each agency to ensure the best coordination of facilities, staffing, supplies, and communication during risk sheltering operations. The close coordination among all agencies has significantly enhanced the operation of emergency shelters, including special needs and pet accessible shelters, to ensure citizens’ safety during the height of a disaster.

Lastly, improvements to the distribution of resources, including organizing regional volunteers and donations management through the Big Bend Community Organizations Active in Disaster, securing state-owned generators for traffic signals to ensure the fastest deployment following a widespread power outage, relocating sandbag operations from J. Lee Vause Park to Fred George Park to provide better accessibility to citizens, and coordinating with emergency management directors from across the region to share resources, information, and best practices further increase disaster resilience within Leon County.

Further, Leon County has made significant enhancements since Hurricanes Hermine, Irma, Michael, and Idalia in the area of community preparedness. Today, the Leon County community is better informed and prepared for natural disasters as a direct result of lessons learned from Hermine, which led to greater attendance at the County’s hurricane-related public events, improvement and broader distribution of the annual Disaster Preparedness Guide, vastly increased use of the enhanced Citizens Connect mobile app, increased participation in training events and exercises, and ultimately earned Leon County recognition as the first local government to be awarded FEMA’s Hurricane Strong Community designation. Such significant enhancements have prepared the community for “no notice” disasters such as the May 10 Tornado Outbreak, focusing on emergency response, disaster recovery, and public information updates.

#### *Overview of NWS Tallahassee Tornado Report and Chronological Weather Alerts*

The following alerts highlight the rapid escalation of severe weather conditions in the Leon County area on the morning of May 10, 2024, culminating in multiple tornado warnings as the storm system intensified.

#### **4:05 a.m. - Severe Thunderstorm Watch until 11:00 a.m.**

- A watch was issued indicating conditions were favorable for the development of severe thunderstorms in the area.

#### **6:21 a.m. - Severe Thunderstorm Warning until 7:45 a.m.**

- A warning was issued for a line of severe thunderstorms moving through the area. Residents were advised to seek shelter and stay updated on weather conditions.

**6:40 a.m. - Tornado Warning until 7:30 a.m.**

- A tornado warning was issued due to tornadic rotation detected within the line of severe thunderstorms near Quincy. Residents in the warned area were urged to take immediate tornado precautions.

**6:44 a.m. - Tornado Warning until 7:15 a.m.**

- Another tornado warning was issued for a separate tornadic rotation within the line of severe thunderstorms south of Midway. Immediate action was recommended to protect life and property.

**6:50 a.m. - Tornado Warning until 7:30 a.m.**

- A third tornado warning was issued, including a new tornadic rotation southeast of Ft. Braden. This warning effectively merged the previous two warnings due to the close proximity of the rotations. Residents in the affected areas were advised to take immediate shelter and follow emergency instructions.

The NWS in Tallahassee issued a comprehensive report detailing the path, intensity, and impacts of each tornado. These tornadoes were characterized by high wind speeds, substantial path lengths, and wide damage swaths, resulting in significant disruption and destruction in their wake. A summary of that report for the tornadoes that impacted Leon County is provided below.

**Tornado #1:**

- Date and Time: May 10, 2024, from 6:38 a.m. to 7:03 a.m.
- Rating: EF-2 with peak winds of 115 mph.
- Path Length: 19.58 miles.
- Max Width: 900 yards.
- This tornado touched down near the intersection of West Tennessee Street and Capital Circle, causing extensive damage as it moved southeast. It snapped numerous trees, damaged several homes, and caused power outages. The tornado's path included significant impacts at the Capital City Country Club, where numerous trees were snapped or uprooted. This tornado also caused minor structural damage to buildings along its path. Regarding County facilities, this tornado significantly damaged the Historic Amtrak Station, causing major roof damage and other structural impacts. The County's Office of Intervention and Detention Alternatives building also received minor roof damage affecting several offices.

**Tornado #2:**

- Date and Time: May 10, 2024, from 6:50 a.m. to 7:14 a.m.
- Rating: EF-2 with peak winds of 115 mph.
- Path Length: 27.22 miles.
- Max Width: 1,400 yards.
- Starting near Blountstown Highway, this tornado tracked through residential and commercial areas, causing widespread tree and structural damage. It significantly impacted the Norfleet neighborhood, Sabal Palm Elementary School, and Florida A&M University, where it caused roof damage and downed numerous trees. The tornado reached its

maximum width as it crossed Monroe Street and continued to cause severe damage in the Indianhead Acres subdivision and the Capital City Country Club Golf Course.

**Tornado #3:**

- Date and Time: May 10, 2024, from 6:42 a.m. to 7:13 a.m.
- Rating: EF-1 with peak winds of 110 mph.
- Path Length: 31.69 miles.
- Max Width: 1,100 yards.
- This tornado initially touched down near Lake Talquin and moved eastward, producing significant tree damage. It caused high-end EF-1 damage as it crossed areas like Blountstown Highway and Oak Ridge Road, with numerous trees snapped and several structures damaged by falling trees. The tornado's path included significant impacts in the Apalachicola National Forest and continued to cause damage before dissipating near Old Plank Road.

*Activation of the Leon County Emergency Operations Center*

The Leon County EOC functions as the nerve center during crises, coordinating the response and recovery efforts of local, state, and federal agencies and ensuring that resources are allocated effectively. It is an integral component of the Incident Command System (ICS) that FEMA employs, facilitating interdisciplinary collaboration and decision-making. The EOC's role becomes particularly significant in events like the Bicentennial Storm, where coordination amongst County departments and partners is essential to safeguard communities and effectively manage resources.

Beginning May 9, 2024, in anticipation of severe weather, the EOC, under the supervision of the LCEM team, began disseminating information and raising awareness of a potential severe weather threat that later became the May 10 Tornado Outbreak. This involved alerting Leon County Public Works, regional emergency managers, and utility companies about the NWS's advisories concerning the impending storm.

In the early hours of May 10, 2024, County Emergency Management deployed to the EOC to ensure continuous assessment and coordination. Consistent with emergency plans and the ICS, the EOC made connections with the Consolidated Dispatch Agency (CDA) and regional emergency managers, actively updating and advising them on the situation. County teams monitored storm conditions, liaised with field staff to ensure the readiness of personnel and equipment, and communicated with local government officials about safety measures and public warnings, including potential geotargeted Wireless Emergency Alerts.

Post-storm, the EOC's focus expanded to include recovery efforts. This involved coordinating mass care missions to assist tornado-affected communities, deploying search and rescue teams, and facilitating aid from agencies including the Capital Chapter of the American Red Cross. Cut-and-toss operations began immediately following the tornadoes to clear roads and provide safe traffic routes. During this time, the EOC conducted daily conference calls with response partners, monitoring the situation closely and making decisions to reopen roads once they were deemed

safe. As demonstrated in previous storms, the EOC's orchestration of recovery and response activities exemplifies the critical importance of planning within FEMA's ICS process to protect citizens and property owners.

#### *Coordinating Calls with the National Weather Service*

The NWS Tallahassee briefings and conference calls are critical components of FEMA's disaster response and recovery strategy, as they enable preemptive coordination and resource allocation by emergency managers in anticipation of severe weather events. This advanced communication is crucial for initiating timely safety measures, such as evacuations and the securing of property, thereby minimizing potential damage and loss of life. The May 10 outbreak resulted in six tornadoes striking the Florida Panhandle and Alabama, including three that hit parts of Leon County. The damage was extensive across the region, but especially in Leon County.

In the lead-up to the May 10 Tornado Outbreak, the NWS provided regional emergency managers with updates through emails. These communications detailed the expected severe thunderstorms and tornado risks for Leon County and the broader region. Initially, there was no indication of tornadoes, but the situation rapidly escalated.

As the weather event approached, the NWS adjusted its advisories to reflect the increasing certainty and severity of the forecasts. This continuous flow of information and the responsive dialogue between the NWS and emergency managers underscored the proactive stance taken to manage and mitigate the storm's impact effectively.

#### **Analysis:**

The analysis is divided into three parts as follows.

- At the June 11, 2024 meeting, the Board requested an update on citizens displaced by the May 10 Tornado Outbreak. The **Transitional Housing Update section** outlines the comprehensive recovery process following the May 10 Tornado Outbreak, emphasizing coordination among insurance companies, social services, County teams, and proactive outreach by organizations like the American Red Cross and FEMA. In the section, the County reports there are no unmet housing needs for citizens displaced due to the tornadoes.
- Also requested by the Board at the June 11, 2024 meeting, the **Catastrophe Reserve Fund (Cat Fund) Policy section** provides an overview of the establishment and use of the Cat Fund, including a recommendation to revise the Cat Fund policy. The revision will ensure efficient use of resources, provide necessary support for disaster recovery, and maintain financial stability by setting clear guidelines for fund activation and expense coverage. This section also provides the latest cost estimates for the May 10 Tornado Outbreak and seeks approval to appropriate funding to cover the costs associated with the tornado recovery and to replenish the Catastrophe Reserve Fund for the 2024 hurricane season.
- The **After-Action Report Findings and Recommendations section** highlights key lessons learned from the emergency response, such as the need for better coordination in damage assessments, improved communication tools, and enhanced preparedness

measures, aiming to strengthen Leon County's resilience and response capabilities for future disasters.

### Transitional Housing Update

At the June 11, 2024 meeting, the Board requested an update on citizens displaced by the May 10 Tornado Outbreak. This Transitional Housing Update outlines the comprehensive recovery process following the May 10 tornadoes, emphasizing coordination among insurance companies, social services, County teams, and proactive outreach by organizations like the American Red Cross and FEMA.

At this time, there are no remaining unmet transitional housing needs in Leon County. Permanent housing needs are being addressed by private insurance companies, FEMA, Red Cross, etc. as described in the next section.

The County's disaster housing strategy is comprehensive, and it has one overarching goal: any Leon County resident that had a roof before the disaster will have a roof after. To achieve this, County Emergency Management and its community partners follow a detailed housing strategy that ensures coordination before and after a disaster. The Leon County Disaster Housing Strategy outlines policies and tactics to provide temporary housing and support services to displaced families and individuals. It emphasizes collaboration among local resources, state expertise, and federal support to ensure rapid recovery and community rebuilding. Key components include emergency shelters, transitional shelters, interim housing, and permanent housing solutions, with a focus on meeting the needs of special populations and ensuring coordination among stakeholders.

By leveraging every available resource, here is what this means for disaster survivors in Leon County:

For a homeowner with insurance, the process begins by contacting their insurance provider to initiate claims for repairs and temporary housing, which typically includes an assessment by an insurance adjuster. If additional needs arise, FEMA can supplement through grants for repairs and transitional housing assistance, ensuring any gaps not covered by insurance are addressed. For uninsured homeowners, FEMA provides grants for home repairs and temporary housing, leveraging existing community resources and financial aid to support their recovery and rebuilding efforts.

A renter with insurance contacts their provider to claim damages for personal property and displacement costs, often covered under Additional Living Expenses provisions. FEMA can assist with grants for temporary housing if insurance is insufficient, ensuring stability during the recovery period. For uninsured renters, FEMA, along with organizations like the American Red Cross and 2-1-1 Big Bend, offers financial aid and temporary housing solutions, ensuring they have access to necessary support services and accommodations throughout their recovery process.

An important and significant part of the County's Disaster Housing Strategy is FEMA's federal disaster assistance for homeowners and renters. FEMA's process for transitional housing and



sheltering follows a prioritized approach to ensure effective and efficient housing solutions for disaster survivors.

Initially, FEMA seeks to utilize the existing available housing inventory within the affected community, including vacant rental properties and public housing units, often working with local and state agencies to expedite repairs to habitable but damaged units. If sufficient housing inventory is unavailable, FEMA then enters into rent or lease agreements, providing financial assistance through the Individual and Households Program (IHP) to help survivors secure stable housing while their homes are being repaired or rebuilt. As a short-term solution, FEMA may activate the Transitional Sheltering Assistance (TSA) program, allowing eligible survivors to stay in participating hotels or motels for a limited period, with costs covered directly by FEMA. Deploying trailers or Manufactured Housing Units (MHUs) is considered a last resort and involves providing temporary housing units, such as travel trailers or manufactured homes, which are placed on private property or in designated group sites. Throughout this process, FEMA prioritizes finding housing solutions within the community to maintain the social fabric and support network of disaster survivors. Coordination with local and state governments, non-profit organizations, and the private sector is crucial to maximizing housing options, and financial support is provided to cover the costs associated with temporary housing solutions. This structured approach ensures that FEMA can provide the most appropriate housing solutions while minimizing the need for temporary units like trailers, which are used only when absolutely necessary.

In practice, here is a detailed outline of how the County’s Disaster Housing Strategy process unfolds, emphasizing the direct outreach and robust support network available.

### *Comprehensive Disaster Recovery Process*

#### **1. Surviving the Emergency and Initial Response:**

- **Immediate Safety:** Residents focus on surviving the immediate impacts of the disaster, ensuring personal safety and that of their family members.
- **Recording Property Damage:** Once safe, residents begin to record the extent of the property damage through photos and videos, which are essential for insurance claims and other assistance applications. In Leon County, County Emergency Management leads communitywide damage assessment operations to ensure a coordinated and comprehensive evaluation of the damage. This process is detailed later in this section.

#### **2. Contacting Insurance Providers:**

- **Homeowners:** According to the U.S. Census Bureau, nearly 9 out of 10 homeowners will have insurance coverage. Homeowners contact their insurance providers to initiate claims. This process involves an assessment by an insurance adjuster to determine the compensation for repairs and temporary housing needs.
- **Renters:** Similarly, about half of renters have renter's insurance. Renters contact their insurance providers to claim damages for personal property and displacement costs. Both homeowners and renters typically have policies that include coverage for additional living expenses (ALE), which helps cover temporary housing, increased living costs, and storage

fees. One important note, a landlord's insurance policy will cover the cost of structure repairs. However, the landlord's insurance will often not pay for a renter's displacement or other costs.

### 3. Engaging Social Services for Unmet Needs:

- **Public Shelters:** If displacement occurs and immediate housing is needed, residents can go to public shelters managed by the American Red Cross. These shelters provide essential services and temporary accommodation. At its peak, the American Red Cross operated host shelter on FAMU's campus served 46 disaster survivors. Relatedly, the Florida Department of Health's special needs shelter served eight patients at its peak.
- **2-1-1 Big Bend:** Residents without insurance or with unmet needs can contact 2-1-1 Big Bend for assistance. This service connects them to various resources, including financial aid for temporary housing, food assistance, mental health services, and more.

### 4. County Damage Assessment Teams in Action:

- **Field Assessments:** Leon County damage assessment teams are actively in the field following the disaster. They assess the extent of the damage, provide critical information to affected residents, and make referrals to appropriate services. In Leon County, County Emergency Management leads communitywide damage assessment operations to ensure a coordinated and comprehensive evaluation of the damage. This process is critical for deploying necessary resources and documenting the scope of damage to support petitions for federal disaster assistance. Initial damage assessments identified 174 destroyed or uninhabitable structures, 742 major damaged structures, 779 minor damaged structures, and 417 affected structures. These assessments are conducted countywide and are consistent with FEMA damage thresholds and guidelines.
- **Providing Referrals:** In the field, these teams help residents navigate the support system, ensuring they are aware of and can access available resources and assistance programs. Generally, teams refer disaster survivors to contact

### 5. Proactive Outreach by the American Red Cross:

- **Proactive Engagement:** The American Red Cross initiates proactive outreach to residents of damaged structures. Using contact information obtained through assessments, ARC staff reach out via text messages, emails, phone calls, and door-to-door engagement. For the May 10 Tornado Outbreak, ARC directly reached out to more than 1,000 disaster survivors with destroyed or majorly damaged properties.
- **Comprehensive Casework:** ARC staff work with households to address their needs, which may include finding alternative accommodations, assisting with new leases, providing financial assistance, and making additional referrals to other support services. For the tornadoes, ARC started more than 170 social services cases with disaster survivors.
- **Financial Support Offers:** The ARC offers financial support to help residents manage the immediate aftermath and begin the recovery process. As mentioned above, of the more than 170 cases started by ARC, more than 130 involved some form of financial or other assistance to achieve a housing solution.

## 6. Utilizing the County's Disaster-Focused SHIP Fund:

- **Disaster SHIP Fund:** Activated in response to the May 10 Tornado Outbreak, the Leon County State Housing Initiatives Partnership (SHIP) Fund helps residents repair their homes and fix storm-related damage. Residents apply for these funds by submitting necessary documentation, and once approved, the funds are used to restore homes to a livable condition. The SHIP program is funded by the State of Florida and aims to address the housing needs of the community through various initiatives, including disaster-related programs. Similar to TEAM Leon, the County's SHIP Fund served as bridge to federal disaster assistance. A total of 30 applications were submitted. To date, 13 homeowners in unincorporated Leon County have been awarded approximately \$60,000 in total funding for roof repairs, insurance deductibles, mortgage and utility assistance, and other costs associated with the May 10 Tornado Outbreak.

## 7. Federal Disaster Assistance:

- **FEMA Assistance:** With a federal disaster declaration, residents can seek additional aid through FEMA, including grants for home repairs and transitional housing assistance. This aid can help cover repair costs not fully covered by insurance and support long-term temporary housing needs. Following the severe storms, straight-line winds, and tornadoes on May 10, 2024, federal disaster assistance has been made available to affected individuals in Leon County, including grants for temporary housing and home repairs, low-cost loans to cover uninsured property losses, and other programs to help individuals and business owners recover from the disaster's effects.
- **Application Process:** Residents apply for FEMA assistance by providing details about the damage, insurance information, and proof of identity and residency. FEMA also offers, as a last resort, temporary housing in FEMA-deployed mobile homes. As of June 30, FEMA approved a total of \$2,581,702.80 in Individual Assistance for 807 applications, including \$1,099,595.22 for Housing Assistance (HA) and \$1,482,107.58 for Other Needs Assistance (ONA). HA provides financial support to disaster survivors to cover temporary housing costs, home repairs, and replacement of essential household items damaged or destroyed in the disaster. ONA offers financial aid for necessary expenses and serious needs not covered by insurance, including medical and dental expenses, personal property replacement, transportation costs, and other critical needs.

The process above ensures that assistance reaches residents without waiting for them to initiate contact. Both the County damage assessment teams and the American Red Cross engage directly with affected residents, asking what can be done to help. This proactive approach, combined with the extensive support network, ensures that all affected individuals, regardless of their insurance status, receive the necessary support to recover and rebuild their lives.

## Catastrophe Reserve Fund Policy

At the June 11, 2024 meeting, the Board requested information on the Cat Fund Policy and that staff provide any recommendations related to the use of the Cat Funds for microgrants related to future events.

The Board approved the creation of the Cat Fund in 2008 in response to the after-effects of Tropical Storm Fay. Pursuant to Policy 07-2, Leon County annually establishes the Cat Fund at 2% of the general/fine and forfeiture fund budget to ensure access to emergency funds in case of a declared local state of emergency in order to pay for storm related expenses. These funds are appropriated to allow immediate access to reserves to assist with restoring the community to pre-catastrophe levels, prior to assistance and reimbursements being available from the Federal Emergency Management Administration (FEMA). Additionally, in the event of a declared local state of emergency, the County Administrator is authorized to utilize the Cat Fund to pay for solid waste fees, building permit and inspection fees for eligible residents that had damage to their property which requires debris removal and home restoration/reconstruction.

At the May 14, 2024 meeting, the Board authorized the use of \$1 million from the Cat Fund to establish the Targeted Emergency Assistance Microgrant (TEAM) Leon Program for residents and businesses in unincorporated Leon County. As mentioned, the Cat Fund was established to primarily cover storm related costs to the County and has not traditionally funded grant programs for severe weather such as the TEAM Leon Program. Unlike the May 10 Tornado Outbreak, hurricanes and tropical weather systems afford the community time for evacuation, preparation, and pre-staging of emergency response and recovery resources. The TEAM Leon Program was established to provide temporary and immediate financial assistance until extensive and more long-term federal aid becomes available in the community. It is not advisable or financially feasible for the County to provide grants to all residents affected by the tornadoes or to consider a similar program in response to future severe weather such as a hurricane which has the potential for significant countywide impacts. For example, if the County provided the maximum TEAM Leon Program individual award amount of \$3,500 to each of the approximately 74,000 unincorporated residents (18+) in the County, a total of \$259 million would be required. That is more money than the County will collect in property taxes in FY 2025. Only the federal government has the resources to provide direct financial assistance to entire communities impacted by a major disaster.

However, if the Board desires to establish a smaller scale microgrant program for isolated disaster events, such as tornadoes, the Cat Fund Policy could be amended to clarify the Board's intent and incorporate these changes (Attachment #1). The focus on isolated events is due to the typically more localized damage compared to hurricanes, and the sudden occurrence of such events which may delay federal assistance. County's financial costs associated with a hurricane that causes widespread damage and the possibility that an isolated event may occur with less warning and thereby delay the needed federal response. Staff would also recommend that the program would only be activated upon approval of the Board, based on funding availability. It is not recommended to increase the Cat Fund reserve limits specifically for this program due to best practices and existing policy guidelines, which aim to maintain adequate cash flow and cover costs for unforeseen emergencies and catastrophic events. At the time of activation of a microgrant program, the Board would review current available reserve balances, consider all County-related financial obligations, and then establish an appropriate funding level for a microgrant program based on these considerations. This approach ensures that the program is financially sustainable and does not compromise the County's ability to respond to other emergencies.

### *Current Cat Fund Balance*

This item recommends the allocation of \$8.3 million in fund balance to the Cat Fund to cover the costs associated with the May 10 Tornado Outbreak, prior to FEMA reimbursement, and to replenish the Cat Fund for the 2024 hurricane season. In response to the May 10 Tornado Outbreak, the Board allocated \$1 million from the Cat Fund for microgrants through the TEAM Leon Program. Following the disbursement of the microgrants, the Cat Fund balance was approximately \$2.5 million. The recommended allocation of \$8.3 million would cover the current storm related costs estimates (\$7.8 million) and replenish the Cat Fund to \$3 million (\$500,000) for the 2024 hurricane season (Attachment #2). These reserves would be available for response and recovery expenses in the event the County experiences another storm event this season.

The following provides additional information on the \$7.8 million in estimated costs related to the response and recovery from the May 10 Tornado Outbreak:

- \$7.6 million – May 10 Tornado Outbreak Emergency Protective Measures (overtime and equipment costs for road clearing, EOC activation, etc.) and debris removal.
- \$149,000 - To ensure the maximum reimbursement possible is received from FEMA for storm related damage, the County is working with its contracted Emergency Management Consultant to assist with the FEMA application and reimbursement process.
- \$75,000 – Insurance Deductible for County damaged structures. The insurance carrier has notified the County that the storm event has been categorized as “catastrophic”, therefore the County is only obligated to pay one \$75,000 deductible for all buildings, instead of per building, which saves approximately \$225,000 from previous estimates. FEMA does not provide funding that duplicates insurance proceeds but can reimburse the County for most of its insurance deductible.

Once the entire FEMA reimbursement process is complete, Leon County will be responsible for 12.5% of the actual expenditures, with the balance being paid 87.5% by the State and FEMA. Reimbursements for the County's costs may not be recovered until late FY 2025 or FY 2026, necessitating the establishment of a higher catastrophe reserve budget to cover these upfront costs. As noted, based on an evaluation of the final storm damage and to ensure the maximum reimbursement possible, staff has engaged the County's contracted Emergency Management Consultant to assist with the May 10 Tornado Outbreak FEMA reimbursement process.

Appropriating the additional \$8.3 million in existing fund balances for the Cat Fund leaves the reserves in the middle of the 15% – 30% policy thresholds at 23%. The County's general revenue fund balances have historically grown at a rate of \$4 to \$5 million a year. This is due to state budget requirements that counties budget 95% of expected revenues, and the nominal under expenditure of County and Constitutional Officer's budgets. Given this, it is anticipated the reserves will begin to replenish in FY 2025, as long as there is not another catastrophe this fiscal year.

### After-Action Findings and Recommendations for the May 10 Tornado Outbreak

As described earlier in the item, the Board's 2017 decision to return the day-to-day oversight of LCEM to the County organization under the County Administrator has facilitated a much closer alignment of the County's emergency management function with other County operations. One such change was the alignment of LCEM with CMR to ensure the highest level of coordination for disseminating public information and communicating with outside agencies during an emergency activation. The following is a summary, organized by responding work area, of the County's preparedness activities, response, and recovery efforts related to the May 10 Tornado Outbreak. Further, findings and recommendations are included in each work area for lessons learned and how operations can be further enhanced to better respond to future disasters.

#### *Emergency Operations/Leon County Emergency Management (LCEM)*

**Hours of Activation at County Emergency Operations Center:** 300 hours over 29 days

**Shelters Opened:** One Special Needs Shelter, One American Red Cross Host Shelter

**Shelter Occupancy:** 46 survivors at peak in host shelter, 8 survivors at peak in special needs

**Coordinating Calls Conducted:** 13 calls

**Call Participants:** 162 single-call peak participation, 1,351 total participants over all calls

- Partially activated the EOC on May 10 following the tornado outbreak to serve as the central command and coordination hub for all storm-related activities.
- Conducted briefings and shared critical tornado-related information with all responding agencies, including updates on tornado advisories.
- Held nine daily coordinating calls with local and state agencies to ensure a unified approach to tornado response and recovery.
- Ensured continuous monitoring of the tornado's impact, particularly the areas affected by the tornadoes, and communicated updates to the public and partner agencies.
- Coordinated resource management, including the deployment of emergency services and support to affected areas and populations.
- Maintained communication with healthcare facilities, especially those in tornado-affected areas, to confirm their emergency preparedness status and assist with any needed support.
- Carried out systematic damage assessments to evaluate the impact on homes, infrastructure, and key facilities, which are crucial for directing critical human services and aid.
- Ongoing recovery efforts such as emergency road repair, community support, and the return to normal operations, with lessons learned being integrated into future emergency planning.
- Hosted the TEAM Leon call-taking operation and application review team.

#### *Leon County Community & Media Relations (CMR)*

**Total Impressions (Seen/Heard on All Platforms):** 487,993,979 million impressions

**Disaster-Related Media Interviews:** 17 interviews

**Updates to the County Emergency Information Portal:** 210 updates

**Visitors to the County Emergency Information Portal:** More than 63,000 as of June 20

**Disaster-Related Graphics and Visuals Created:** 30 graphics

- Shared Tallahassee NWS briefings on social media to inform the community. Notably, the forecast differed significantly from the impacts, but weather experts did communicate a moderate level of wind and rain threats.
- Throughout 2023-24 and leading into the storm event, leveraged diverse media to promote the Citizens Connect App, distributed the County's Disaster Survival Guide, and held community resilience events such as the Citizen Engagement Series.
- Maintained continuous updates on the Emergency Information Portal, providing real-time information on the evolving flood situation, shelter options, and road conditions.
- Engaged actively with the public through social media, press releases, and the non-emergency line at the CDA, effectively managing community inquiries and concerns throughout the storm.
- Provided immediate response to citizen inquiries via social media, responding to each inquiry in under 30 minutes.
- Post-storm efforts focus on sharing recovery information, debris removal guidelines, and ongoing support through social media and the Emergency Information Portal.
- Coordinating with local media, such as the Tallahassee Democrat and WCTV, to disseminate crucial storm updates and highlight ongoing recovery initiatives.

*Leon County Public Works (LCPW)*

**Trees Removed from County Roads, Right-of-Ways, and Other Related Areas:** More than 1,500 trees removed in the first 24 hours.

**County Roads Cleared After Tornadoes:** 130 roads cleared in first 24 hours

**Cubic Yards of Debris Collected to Date:** Over 280,000 cubic yards as of June 20

**Truck Loads of Debris Hauled to Date:** More than 5,500 truckloads as of June 20

- Conducted active responses to storm-related incidents by clearing obstructions from roads to ensure public safety and accessibility, deploying numerous barricades to redirect traffic.
- Worked closely with utility companies and other municipal services to coordinate efforts in restoring normalcy to roadways and other public infrastructure.
- Following tornadoes, assessed private roads for emergency repairs necessary for emergency vehicles to access neighborhoods.
- Engaged staff in storm recovery efforts, dedicating extensive hours of labor to address the impacts of the tornado outbreak.
- Conducted community-wide vegetative debris collection following the tornadoes and engaged debris removal contractors to efficiently clear and dispose of vegetative and other

storm-related debris from affected areas, facilitating the prompt removal and disposal to aid in community recovery and cleanliness.

- Utilized debris removal monitors to oversee and ensure the effective execution of debris removal operations.

*Leon County Office of Resource Stewardship (ORS)*

**Number of County Facilities Assessed for Damage:** 50 assessed, 4 with significant damage

**Number of Repairs Completed:** 4 significant repairs

**Number of Points of Distribution (PODs) Managed:** 3 sites

**At PODs, Cars Served:** 8,024 cars

**At PODs, Cases of Water Distributed:** 16,560 cases

**At PODs, Cases of MREs Distributed:** 9,575 cases

**At PODs, Tarps Distributed:** 7,004 tarps

- ORS, through Facilities Management, assessed County facilities for damage, ensured building generators were functioning, and checked drainage.
- Parks and Recreation assisted with removing debris from parks and posting caution signage where appropriate in coordination with LCPW.
- Solid Waste coordinated with waste services post-storm to ensure timely resumption of essential waste services.
- County staff provided oversight of three different points of distribution: one in Woodville, one in Fort Braden, and one at the County's Apalachee Regional Park. These points of distribution passed out water, shelf-stable meals, and tarps and were active for seven full days, from May 11 to May 18.

*Leon County Emergency Medical Services (LCEMS)*

**Number of Emergency Medical Calls Responded To:** 246 medical-related calls

**Number of Patients Transported (Hospital):** 128 patients

- LCEMS ensured staff readiness, equipment availability, and ambulance deployment strategies were in place.
- During operations, EMS assisted the Tallahassee Fire Department on any rescue-related calls.
- Maintained vital connections with hospitals and health partners to offer comprehensive emergency medical support following the storm event.
- Coordinated with local health departments and regional healthcare coalitions to ensure community medical needs were met, including support for individuals with mobility challenges or those dependent on medical devices.



*Leon County Animal Control (LCAC)*

**Number of Animals Sheltered:** No animals

**Number of Animal-Related Emergency Calls:** 2 service calls

- LCAC remained on standby to provide pet-accessible sheltering support should community members need evacuation from unsafe housing.
- Coordinated with local animal shelters and rescue organizations to ensure the safety and care of any displaced animals.

*Leon County Human Services & Community Partnerships (HSCP)*

- Maintained community partner engagement and awareness with agencies including, but not limited to, 2-1-1 Big Bend, American Red Cross, America's Second Harvest of the Big Bend, and the Salvation Army.
- Actively participated in COAD (Community Organizations Active in Disaster) coordination calls to streamline disaster response efforts and resource allocation.
- Collaborated with community partners to identify and address the immediate needs of those affected by the tornadoes.
- Ensured that information and resources were effectively communicated to community members and partner organizations.
- Acted as the lead County department in organizing and executing the TEAM Leon program.

*Leon County Development Support & Environmental Management (DSEM)*

**Number of Days Operational for Damage Assessment:** 16 days

**Number of Staff in Field for Damage Assessment:** More than 25 staff

**Approximate Miles Traveled by Teams:** More than 1,300 miles

**Number of Destroyed Structures Assessed:** 174

**Number of Major Damaged Structures Assessed:** 742

**Number of Minor Damaged Structures Assessed:** 779

**Number of Affected Structures Assessed:** 417

**Number of Cost-Free Building Permits Issued for Repairs:** 89 permits as of June 12

- After the storm, DSEM conducted site visits to all active development sites to ensure that all permitted and applicable sediment and erosion control measures were being appropriately implemented.
- DSEM assisted with County-wide damage assessment by organizing and deploying teams to areas identified in coordination with Tallahassee-Leon County Geographic Information Systems (TLCGIS), the City of Tallahassee, and LCEM.

- Damage assessment teams are vital following events like the May 10 Tornado Outbreak, as they evaluate the impacts on structures and infrastructure.
- Accurate assessments ensure appropriate resources and support are directed to affected areas, facilitating a swift and effective recovery process.
- Their work helps in documenting the extent of the damage, which is crucial for emergency response, public safety, and for communities to receive aid and insurance compensation.
- Continued processing cost-free building permits to assist community rebuild and repair after the emergency.

*Leon County Office of Information & Technology (OIT) and Geographic Information Systems (GIS)*

**Number of Maps/Applications Produced:** 29 maps

**Number of Requests for GIS Support:** 75 service requests

**Hours of Support Provided to the Emergency Operations Center:** 614 hours

- Post-storm, OIT provided crucial support for the damage assessment teams by equipping them with smartphones loaded with specialized apps for reporting.
- Ensured that all systems were operational and that the EOC had the necessary technology to coordinate recovery efforts effectively.
- Maintained and supported the software used for damage assessment, a critical part of the storm's aftermath evaluation.
- Ensured services such as mapping support and communication networks were fully operational to aid in the swift recovery of the community.

*VolunteerLEON*

**Call Takers Deployed to Support Citizens Information Line:** 26 calls

**Calls Received at Citizens Information Line:** 926 calls

**For COAD, Number of Coordinating Calls to Date:** 11calls

**For COAD, Number of Unique Participating Agencies Over All Calls:** 32 agencies

**For COAD, Meals Distributed:** 213,305 meals

**For COAD, Trees Removed by Voluntary Agencies:** 1,054 trees

- VolunteerLEON coordinated community volunteer efforts and donations during the emergency.
- Operated the Citizens Information Line to answer community questions regarding sandbags, points of distribution locations, shelters, and more.
- Coordinated area voluntary agencies to address critical social services needs, such as tree removal, pantry replenishment, counseling, and more.
- Mobilized and deployed volunteer call takers for the Citizens Information Line, ensuring that residents receive timely and accurate information during emergencies.

- Organized and conducted coordinating calls for COAD (Community Organizations Active in Disaster), facilitating collaboration among numerous participating agencies.
- Assisted with the distribution of meals and other essential supplies through COAD, ensuring that affected individuals and families receive necessary support and resources.

Response to the May 10 Tornado Outbreak required the support of every County employee and work area. While not every work area's response has been described in this partial activation of the EOC, each work area has performed its own after-action review and assessment of response actions. Notable findings and recommendations that require additional consideration and evaluation can be found in the next section.

### Findings and Recommendations

Every emergency, including the May 10 Tornado Outbreak, offers unique lessons that strengthen future emergency preparedness and response. This after-action report analyzes Leon County's emergency operations, building upon the principles of the National Incident Management System (NIMS). The goal is to reinforce the community's capabilities and readiness for future emergencies by learning from each incident, improving upon identified areas, and ensuring continuous development in all aspects of emergency management. The following findings and recommendations related to the May 10 Tornado Outbreak will boost Leon County's resilience and preparedness for any future challenges.

- **Finding #1:** Initial Damage Assessment Teams are rapidly deployed following a disaster and often serve as the first point of contact for residents and business owners. Through face-to-face interaction in the field, there is an opportunity to provide the public with information on obtaining disaster relief and assistance.
  - **Community and Media Relations - Recommendation #1.1:** Develop and distribute informational materials for Damage Assessment Teams to leave with the public during their assessments. These materials should include information on contacting 2-1-1 Big Bend, the American Red Cross, utility providers for assistance, and guidelines for debris placement at the right-of-way.
- **Finding #2:** Multiple agencies track data on reported roadway obstructions using different systems, presenting an opportunity to consolidate this information into a single, unified view. Geographic information is crucial in public safety and emergency response as it allows for precise location tracking, efficient resource allocation, and effective coordination among responders. A consolidated viewer would enhance data sharing and could be made available to the public for real-time updates on road status.
  - **Emergency Management - Recommendation #2.1:** Evaluate implementing a GIS-based centralized visualization tool to integrate and display roadway obstruction data from different reporting systems. This tool should provide real-time updates and accessibility for all relevant stakeholders and the public.
- **Finding #3:** The Community Organizations Active in Disasters (COAD), coordinated by Leon County Emergency Management and VolunteerLEON, effectively manages information sharing and unmet needs through conference calls. However, there is a need

for a consolidated situation reporting process and tool for broader information dissemination.

- **Emergency Management - Recommendation #3.1:** Implement a consolidated, uniform reporting process for agencies participating in the COAD. The report would allow for consistent data collection and situational awareness, ensuring that all stakeholders have access to up-to-date and accurate information. This will enhance coordination and improve the effectiveness of the overall emergency response efforts.
- **Finding #4:** Due to the County's comprehensive Initial Damage Assessment process, deploying State-resourced Needs Assessment Response Teams proved duplicative and did not yield new actionable information. While the County appreciates the State resourcing the mission request, the County's joint Initial Damage Assessment Teams provided the necessary, rapid response and information to identify damaged areas and areas of need.
  - **Emergency Management - Recommendation #4.1:** Continue the County's practice of deploying joint Initial Damage Assessment Teams to ensure rapid response and accurate identification of damaged areas and needs.
- **Finding #5:** As part of the County's Disaster Housing Strategy, the ongoing collaboration and coordination with the American Red Cross ensured that citizens with damaged structures could receive immediate shelter and intermediate housing support. The American Red Cross provided timely and effective assistance, managing over 170 different cases for financial assistance and other essential services.
  - **Emergency Management - Recommendation #5.1:** Continue to strengthen the partnership with the American Red Cross to maintain and enhance the effectiveness of shelter and housing support during future emergencies. Ensure regular communication and joint training exercises to keep both County and Red Cross teams prepared for efficient and coordinated disaster response efforts.
  - **Emergency Management - Recommendation #5.2:** Evaluate updating and revising the County's Disaster Housing Strategy plan in coordination with social services and community partners to reflect current best practices and processes.
- **Finding #6:** In response to the County's mission request for commodities such as water and food, the State-funded, vendor-operated Points of Distribution (PODs) proved very effective following the tornado outbreak. While the County still provided oversight at each location, the staffing footprint was much lower than in previous activations.
  - **Emergency Management - Recommendation #6.1:** Report the effectiveness of vendor-operated PODs to the Florida Division of Emergency Management, highlighting the reduced staffing needs and improved efficiency.
- **Finding #7:** Some vendor-operated PODs were distributing commodities different than the allotted water, shelf-stable meals, and tarps. Doing so caused confusion among disaster survivors who expected different items day-to-day or at other locations.
  - **Emergency Management - Recommendation #7.1:** County site managers should ensure PODs always offer the same commodities at all locations.

- **Finding #8:** Following the May 10 Tornado Outbreak, the Brookestone Senior Living apartment complex and other complexes experienced significant issues, including prolonged power outages and lack of backup power, causing hardship and safety concerns for elderly residents. The incident highlighted inadequate emergency preparedness and poor communication between property management and residents. This situation underscores the need for improved emergency planning and infrastructure in low-income senior living communities.
  - **Emergency Management – Recommendation #8.1:** Evaluate opportunities for increased coordination and resource sharing between state agencies, such as the Florida Department of Elder Affairs and the Florida Agency for Health Care Administration (AHCA), and local emergency management officials. This evaluation should include processes for local emergency management officials to notify Florida AHCA when facilities are providing care analogous to that which is provided by licensed assisted living facilities, leading to gaps in emergency preparedness and safety. This will help ensure comprehensive emergency planning and support for vulnerable populations.
- **Finding #9:** EMS experienced an outage of FirstNet, the primary mobile network connection in all EMS ambulances and vehicles, which hindered communication and coordination during the emergency response.
  - **Emergency Medical Services - Recommendation #9.1:** Evaluate redundancies related to mobile network providers to ensure continuous and reliable communication in all EMS ambulances and vehicles.
- **Finding #10:** Citizens relying on home medical devices and oxygen, who had no power, faced difficulties obtaining additional backup devices from their equipment provider, resulting in 9-1-1 calls and ambulance transports to hospitals. Staff and patients attempted to call the vendors' emergency numbers but did not receive assistance.
  - **Emergency Medical Services - Recommendation #10.1:** Continue to engage durable medical supply companies regarding the need for them to provide support for their patients. Regularly update the emergency contact information from each vendor and making that information available in the EOC and EMS dispatch.
- **Finding #11:** Staff had difficulties in obtaining transportation services for citizens requiring transport to the special needs shelter. The hours of operation of the providers conducting this service limited its availability. While everyone was transported, diversifying options will better serve emergency responders and citizens for future emergencies.
  - **Emergency Medical Services - Recommendation #11.1:** Evaluate the resources available to transport citizens to the special needs shelter and determine if there is a way to provide services after hours.
- **Finding #12:** The power outage and debris made visibility at night difficult, especially when responding paramedics and EMTs had to walk a distance to access some calls for service. Staff reported that available portable lighting and flashlights were inadequate.

- **Emergency Medical Services - Recommendation #12.1:** Acquire improved portable lighting devices and flashlights to assist staff in navigating scenes at night.
- **Finding #13:** During a Declared Local State of Emergency, County employees who perform a disaster-related role receive their hourly pay in addition to administrative leave during County office closures, as well as the possibility of overtime pay. However, a much smaller number of County employees are overtime exempt and do not receive additional compensation during a disaster. There is an opportunity within existing County personnel policy to provide salaried employees with compensatory leave during a Declared Local State of Emergency.
  - **Human Resources - Recommendation #13.1:** Evaluate the County's existing personnel policies to ensure that salaried employees are eligible for compensatory time during a Declared Local State of Emergency. Provide an annual update to supervisors, reminding them of the policy and how to properly record that time during a disaster. If necessary, revise the County's personnel policy to further clarify eligibility.
- **Finding #14:** The recent physical damage to the Office of Intervention and Detention Alternatives (OIDA) office structure and the resulting limited facility access have highlighted the critical need for current client records to be regularly updated and maintained electronically.
  - **OIDA - Recommendation #14.1:** Regularly download and update client emergency contact information digitally and electronically. While this has typically been done in advance of hurricane season, it is necessary to perform these updates more frequently to prepare for other no-notice disasters, such as tornado outbreaks.
- **Finding #15:** State and County Points of Distribution (PODs) should continue to be complemented by mass care and feeding partners who perform neighborhood-level feeding. This approach ensures that individuals with limited transportation receive the disaster assistance they need.
  - **Office of Resource Stewardship - Recommendation #15.1:** Maintain coordination with Community Organizations Active in Disaster (COAD) to ensure effective resource distribution. Keep all relevant agencies informed about POD locations and operations to enhance accessibility and support for citizens in need during disaster response efforts. For example, during the May 10 Tornado Outbreak, a partnership between 2-1-1 Big Bend and DoorDash Food Delivery successfully addressed these needs.
- **Finding #16:** All County POD locations are pre-assessed to ensure they are suitable for hosting distribution activities, focusing on capacity, accessibility, and geography. However, during State/County POD operations, some sites experienced significant traffic unrelated to commodity distribution. For example, some sites continued with Little League activities or other programming, leading to increased safety issues and congestion.

- **Office of Resource Stewardship - Recommendation #16.1:** For safety reasons, when PODs are activated, staff should consider suspending all other programming and activities that may cause additional traffic at the site.
- **Finding #17:** Immediately following an emergency, County staff conduct site assessments of County buildings to gauge and report damage. During the emergency, there was no central system or process to report and record damage, leading to duplicative work and assessments.
  - **Office of Resource Stewardship - Recommendation #17.1:** Utilize the existing Initial Damage Assessment public portal to create an internal County instance managed by County GIS. This will allow staff to record and share damage assessments of County facilities efficiently.
- **Finding #18:** Following the disaster, some County staff were unclear about the emergency purchasing procedures and policy, leading to repeated requests and clarifications about the required documentation.
  - **Purchasing - Recommendation #18.1:** County Purchasing will provide an annual training in advance of hurricane season for all County staff. This training will explain the County's emergency purchasing procedures and policy under a Declared Local State of Emergency and/or Governor's Executive Order.
- **Finding #19:** County Public Works cut-and-toss teams can be delayed by downed trees entangled with power lines. To ensure the lines are grounded and safe to interact with, County teams may need to wait long periods of time for electrical crews to respond and ground the lines. Such delays lead to limited access to County facilities and roadways, notably impacting critical locations such as the Transfer Station.
  - **Public Works - Recommendation #19.1:** Continue to work with City of Tallahassee Utilities and Talquin Electric to embed electrical crews with County cut-and-toss crews to help clear roadways. Coordination has improved each disaster, but further improvements and pre-emergency coordination remain.
- **Finding #20:** The County hosts multiple sandbag sites throughout the area, each staffed with personnel and equipped with basic tools like shovels. This labor-intensive operation ties up staff who could otherwise be responding to emergencies.
  - **Public Works - Recommendation #20.1:** Evaluate the purchase of sandbag filling devices to streamline operations. Options could include a large deployable sandbag filling machine capable of filling hundreds of sandbags per hour, significantly reducing labor demands. Another option is a smaller, portable solution that can be mounted on the back of a pickup truck and used to fill sandbags quickly at various locations. Implementing these devices could free up staff for other critical emergency response tasks and improve the efficiency of sandbag operations.
- **Finding #21:** During the May 10 Tornado Outbreak, some citizens expressed a need for designated tornado shelters. This feedback highlighted concerns about safety and the availability of secure locations to seek refuge during severe weather events.

- **Public Works – Recommendation #21.1:** Evaluate the costs and benefits of constructing tornado shelters in Leon County, considering the infrequent occurrence of tornadoes in North Florida. This assessment should include a detailed cost analysis, risk assessment, and potential safety benefits for the community.
- **Finding #22:** During the no-notice event of the May 10 Tornado Outbreak, County Public Works effectively cleared hundreds of roads in less than 24 hours. However, because crews were not pre-deployed at locations throughout the County, there was a gap in understanding where crews were in the field, what clearing assignments were next, and in receiving real-time updates on progress. This highlighted the need for improved tracking and communication during disaster response efforts.
  - **Risk Management - Recommendation #22.1:** Evaluate and enhance the County fleet and equipment schedule to improve response and recovery activities. This recommendation was approved by the Board during the development of the FY 2025 CIP, which includes a skid steer, chipper, loader, and backhoe for road clearing and debris removal.
  - **Office of Information Technology – Recommendation #22.2:** Upgrade the Public Works mobile work order system to integrate with other County systems, including GIS, for better real-time tracking of resources, crew locations, and progress during storm events. This integration is essential for tracking resources for FEMA reimbursement.
- **Finding #23:** County Parks staff assisted Public Works in cut-and-toss operations. However, when deployed, Parks staff did not have sufficient guidance or supervision to be as effective as possible. While the County offers routine chainsaw training, it could be improved to include emergency response protocols and coordination.
  - **Risk Management - Recommendation #23.1:** Expand the chainsaw training program to include storm protocols, detailed action plans, procedures, and clear points of contact to ensure effective operations during emergencies. This will ensure that Parks staff are well-prepared and can operate safely and efficiently in coordination with Public Works during disaster response activities.

Consistent with all other emergency and disaster activations, Leon County will incorporate all recommendations and lessons learned into the County's disaster plans, as well as the County's Comprehensive Emergency Management Plan. When incorporated with all other after-action lessons learned, this after-action report will bring the County to 244 recommendations implemented following 315 findings. As a result, the County will be even better prepared for the next emergency event.



**Options:**

1. Accept the after-action report on Leon County's preparation, response, and recovery efforts related to the May 10, 2024 Tornado Outbreak.
2. Adopt the proposed revisions to Policy No. 07-2, "Reserves" (Attachment #1).
3. Approve the Resolution and Budget Amendment (Attachment #2).
4. Do not accept the after-action report on Leon County's preparation, response, and recovery efforts related to the May 10, 2024 Tornado Outbreak.
5. Board direction.

**Recommendation:**

Options #1, #2, and #3

**Attachments:**

1. Proposed Revisions to Policy No. 07-2
2. Resolution and Budget Amendment

# Board of County Commissioners Leon County, Florida

## Policy No. 07-2

Title: Reserves

Date Adopted: ~~September 16, 2008~~ July 9, 2024

Effective Date: ~~September 16, 2008~~ July 9, 2024

Reference: N/A

Policy Superseded: Policy No. 94-11, "Contingency Reserves and Mid-Fiscal Year Funding Requests from Outside Agencies" adopted September 1994; Policy No. 99-3, "Use of Contingency Reserves" adopted November 23, 1999; Policy No. 07-2, "Reserves" adopted July 10, 2007, revised September 16, 2008

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 07-2, "Reserves", adopted by the Board of County Commissioners on ~~July 10, 2007~~ September 16, 2008, is hereby superseded, and a revised policy is hereby adopted in its place, to wit:

### 1. Emergency Reserves

- a. The general revenue emergency reserves will be maintained at an amount not to be less than 3% and to not exceed 8% of projected general fund and fine and forfeitures fund operating expenditures for the ensuing fiscal year.
- b. A Catastrophe Reserve will be maintained at 2% of the general fund and fine and forfeiture fund operating expenditures for the ensuing fiscal year. The Catastrophe Reserve will provide immediate cash flow for staff overtime, equipment, contractual support and materials/supplies in the event of a natural disaster.

In the event of a declared local state of emergency, the County Administrator is authorized to utilize the Catastrophe Reserve to pay Leon County solid waste and Leon County building/growth fees for eligible residents for the purpose of debris removal and home restoration/reconstruction. To be eligible, residents must demonstrate that all other means (including, but not limited to: FEMA Individual Assistance, property insurance) have been exhausted prior to seeking County assistance.

Upon Board approval during a declared local state of emergency, the Catastrophe Reserve may be increased above 2% of the general fund and fine and forfeiture fund operating expenditures for the purpose of establishing an individual and/or business microgrant assistance program. The microgrant assistance program shall be tailored to isolated events, such as tornadoes, which does not directly impact the entire unincorporated area of the County. The microgrant assistance program will be based on funding availability, and funding levels and eligibility criteria will be established on a per event basis.

- c. The reserve for contingency is separate from the reserve for cash balances.

- d. Annually the Board will determine an appropriate amount of reserve for contingency to be appropriated as part of the annual budget. Any funds not included in the budget under this category will be included as part of the unreserved fund balance.

## 2. Reserve for Cash Balances

- a. The County will maintain an annual unappropriated reserve for cash balance at a level sufficient to maintain adequate cash flow and to eliminate the need for short-term borrowing.
- b. The unappropriated fund balance shall be no less than 10% and no greater than 20% of projected general fund and fine and forfeiture fund operating expenditures.
- c. The reserve for cash balance shall be separate from the emergency reserves.
- d. All major funds will retain sufficient cash balances to eliminate the need for short-term borrowing.

## 3. Utilization of Fund Balance

- a. As part of the annual budget process, a determination will be made of the minimum and maximum amounts of fund balance available based on the requirements set forth in Sections 1 and 2.
- b. Funds in excess of the minimums established can be utilized to support one time capital project funding and /or other one-time expenditures to address unforeseen revenue shortfalls.

## 4. Budgeted Contingency Reserve

Budgeted Reserve for Contingency reserves, are established to provide the following:

- a. Funding for authorized mid-year increases to adopted levels of service.
- b. Funding for unexpected increases in the cost of providing existing levels of service.
- c. Temporary and nonrecurring funding for unexpected projects.
- d. Funding of a local match for public or private grants.
- e. Funding to offset losses in revenue caused by actions of other governmental bodies.
- f. Funding to accommodate unexpected program mandates from other governmental bodies.

## 5. Procedures

- a. The County Administrator is authorized to develop forms and procedures to be used by outside agencies or individuals or County agencies in submitting their requests for use of contingency reserves.
- b. County agencies, including County departments and Constitutional Officers, requesting additional funding from the Board shall first submit their requests in writing to the County Administrator for full review and evaluation.
- c. After evaluation, all requests will be brought to the Board for consideration at a regularly scheduled meeting.

- d. Requests for use of reserves for contingency may be approved only by the Board of County Commissioners.
- e. The County's budget will be amended at such time the County Commission, by majority vote, authorizes reserves for contingency. All requests to the County Commission for the use of any reserves for contingency shall be accompanied by a "contingency statement" prepared by OMB showing the year-to-date activity on the reserves account as well as the current account balance and the net effect on the account of approving the use of reserves.

## **6. Evaluation Criteria**

- a. The Board will use the procedures and evaluation criteria set forth in this policy. The evaluation of funding requests shall include, but not be limited to the following:
  - consistency with other Board policy;
  - the urgency of the request;
  - the scope of services to be provided;
  - the short-term and long-term fiscal impact of the request;
  - a review of alternative methods of funding or providing the services,
  - a review for duplication of services with other agencies;
  - a review of efforts to secure non-County funding;
  - a discussion of why funding was not sought during the normal budget cycle; and
  - a review of the impact of not funding or delaying funding to the next fiscal year.

## **7. Exceptions**

- a. This policy is not intended to limit regular mid-year salary adjustment transfers from the salary adjustment contingency account, which is reviewed separately by the Board of County Commissioners on an annual basis.

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2023/2024; and,

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

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

Adopted this 9<sup>th</sup> day of July, 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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 2023/2024 BUDGET AMENDMENT REQUEST

No: BAB24034  
Date: 6/20/2024

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 7/9/2024

County Administrator

Assistant County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Ken Morris

### Request Detail

#### Revenues

| <i>Fund</i>      | <i>Org</i> | <i>Account Information</i> |             | <i>Title</i>                              | <i>Current Budget</i> | <i>Change</i> | <i>Adjusted Budget</i> |
|------------------|------------|----------------------------|-------------|---|-----------------------|---------------|------------------------|
|                  |            | <i>Acct</i>                | <i>Prog</i> |   |                       |               |                        |
| 001              | 000        | 399900                     | 000         | General Fund Appropriated<br>Fund Balance | 6,043,385             | 8,300,000     | 14,343,385             |
| <b>Subtotal:</b> |            |                            |             |   |                       | 8,300,000     |                        |

#### Expenditures

| <i>Fund</i>      | <i>Org</i> | <i>Account Information</i> |             | <i>Title</i>         | <i>Current Budget</i> | <i>Change</i> | <i>Adjusted Budget</i> |
|------------------|------------|----------------------------|-------------|----------------------|-----------------------|---------------|------------------------|
|                  |            | <i>Acct</i>                | <i>Prog</i> |                      |                       |               |                        |
| 001              | 990        | 586002                     | 599         | Catastrophe Reserves | 4,040,538             | 8,300,000     | 12,340,538             |
| <b>Subtotal:</b> |            |                            |             |                      |                       | 8,300,000     |                        |

### Purpose of Request

This budget amendment appropriates \$8,300,000 in general revenue fund balance to the Cat Fund to cover upfront costs for the May 10th tornadoes (\$5.3 million) and to replenish the fund for the 2024 Hurricane Season (\$3.0 million).

Division/Department  
0000/00

Brandy Furbee, Budget Manager

\_\_\_\_\_  
Roshanda Bradley, Budget Director

Approved By: Resolution

Motion  Administrator

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Agenda Item #18

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Report on Four Existing County Road Repair and Stabilization Programs and Consideration of Two New Programs for Private Roads

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator  |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Brent Pell, Public Works Director |
| <b>Lead Staff/ Project Team:</b>    | Charles Wu, Director, Engineering Services, Public Works<br>Tim Barden, Administrative Services Manager                        |

### **Statement of Issue:**

Based on the Board’s adoption of a Strategic Initiative at its 2024 Board Retreat to evaluate the County’s Private Road Repair and Maintenance Policy and Programs, this agenda item seeks the Board’s consideration of two additional programs to enhance the safety and maintenance of private roads in the unincorporated area of the County.

### **Fiscal Impact:**

This item has a fiscal impact. One of the proposed new programs, for repaving of private roads, does not have a fiscal impact to the County. The other proposed program, to convert and improve private to public dirt roads, contemplates the use of existing local option sales tax “L.I.F.E.” funding, up to \$500,000 a year, based on the utilization of the program.

### **Staff Recommendation:**

- Option #1: Adopt the proposed revision to Policy No. 11-1, “Private Road Preventative Maintenance and Repair Program Policy” (Attachment #1).
- Option #2: Adopt the proposed Policy No. 24-X “Private to Public Dirt Road Improvement and Maintenance Program Policy” (Attachment #2).



## Report and Discussion

### **Background:**

Based on the Board's adoption of a Strategic Initiative at its 2024 Board Retreat to evaluate the County's Private Road Repair and Maintenance Policy and Programs, this agenda item seeks the Board's consideration of two additional programs to enhance the safety and maintenance of private roads in the unincorporated area of the County.

The County has a long history of providing numerous road improvement programs to assist people who live on private roads (dirt and paved) within the unincorporated area with road maintenance and emergency repairs. The limitations for each County road program, including the four existing programs detailed below, and the two new programs proposed in this agenda item, is a Florida Constitutional prohibition against expending public funds on privately owned land. Of note, private roads are "private" as they exist on privately owned land.

At its Annual Retreat on January 22, 2024, the Board directed staff to explore opportunities to further expand our private road improvement programs. This agenda item provides a brief update on the County's existing programs, outlines their public purpose, need, and their utilization in recent years. Importantly, this item also identifies two additional options for new road programs, one to serve a need for the repaving of privately owned roads and another to convert private dirt roads to improved public dirt roads. Finally, this item recommends utilizing existing capital funding dedicated for rural infrastructure to support the implementation of the two new road programs. These new programs align with the County's existing road programs and adhere to state legal requirements for expending County funds on private lands.

As described further in the analysis, funding of up to \$500,000 is available in the local option sales tax L.I.F.E. program to support the two proposed new programs and is anticipated to be sufficient to meet the need. Pursuant to County Policy No. 16-6, L.I.F.E. funding is available for traffic safety and emergency access programs. Future budgeting for these new programs can be adjusted annually within the L.I.F.E. program budget to reflect program utilization.

This item advances the following FY2022-FY2026 Strategic Initiative:

- *Enhance Citizen Safety and Accessibility by evaluating the County's Private Road Repair and Maintenance Policy and Programs (2024-75)*

This particular Strategic Initiative aligns with the Board's Quality of Life Strategic Priorities:

- *(Q5) Promote livability, health and a sense of community by supporting strong neighborhoods, enhancing mobility, encouraging human scale development, and creating public spaces for people of all ages.*

### **Analysis:**

The unincorporated area of Leon County contains approximately 322 miles of private dirt roads and 228 miles of private paved roads (550 miles total). These roads are "private" as they exist on privately owned land with maintenance of these roads being the responsibility of their landowners.

Private roads were mostly developed before modern comprehensive planning and Land Development Regulation (LDR) reforms that required development to be permitted on public roads. Prior to such regulatory requirements, developers were permitted to build unrecorded subdivisions without minimum standards for the construction and maintenance of their roads (dirt or paved). As such, these roads remain in private ownership and have varying levels of engineering, stabilization, disrepair, and associated maintenance costs.

To address the need for public safety, improve accessibility and assist citizens in maintaining their private roads, the County has developed a series of road repair and maintenance programs further detailed in the following sections:

Two-Thirds Program:

- Established in 1982 to convert private roads into public paved roads;
- Called “Two-Thirds” as signed request forms from at least 2/3 of all property owners along the private road must be submitted before the County review process is initiated;
- Property owners on a dirt or paved private road can:
  - donate right-of-way (ROW) to the County (100% donation required),
  - pay to improve their road up to County paved road standards, and
  - pay for the road paving project by special assessments for up to 15 years.
- There is limited use of this program due to the significant costs associated with raising private roads up to full County paved road standards and difficulty in reaching the 100% ROW donation threshold.
  - In recent years, the Terre Bonne (2013) and Tower Oaks (2020) projects have been implemented by the County;
- Upon completion, the road becomes public and is maintained by the County.

Private Road Preventative Maintenance and Repair Program:

- Established in 2011 to provide repair and maintenance of private roads;
- Private road owners pay for their repairs in advance of the work being performed.
- Provides limited repairs to both paved and dirt private roads and their related infrastructure;
  - Typically, this program is for ditch repair, grading, fill material, stabilization, curb and gutter repair, and sod/sediment control,
- This is the most utilized program and receives approximately 100 service calls/year;
- Upon completion, the road remains private and is privately maintained.
- As this program does NOT currently allow the full repaving of private roads, its expansion to do so is being recommended as one of two new program improvements, detailed below.

L.I.F.E. Rural Road Safety Stabilization Program:

- Established in 2019 to provide one-time, public funded, safety repairs on private dirt roads;
- This program has low-income eligibility requirements for private owners along the road;

- Eligibility requirements for this program require that 60% of property owners abutting the private road must be low-income;
- The program utilizes public L.I.F.E. funds to stabilize private roads, one time, and not to improve them up to County service standard levels, nor to maintain these private roads;
  - This restriction (to “one time” use of public funding for repairs) is due to Florida’s constitutional restrictions against using public dollars for private roads.
- In the past five years, this program has been highly utilized to repair 3.9 miles of rural roads across 13 neighborhoods, expending nearly \$300,000 thus far;
- Upon completion, the road remains private and is privately maintained.

Safe Passage of Emergency Vehicles on Unpaved Roads Program:

- Established in 2019 to provide targeted emergency private road repair, at no expense to residents, using public funds;
  - This restriction (to use public funding for limited “emergency” repairs, and not for larger road improvements or maintenance) is due to Florida’s constitutional restrictions against using public dollars for private roads.
- Temporarily repairs unpaved, private roads sufficient to allow the passage of emergency vehicles (not to improve private roads to County standards, nor to maintain private roads);
- Projects are authorized by the Public Works Director when a private road is deemed impassible for first responder vehicles;
- This public safety program has had limited use, provided temporary repairs to 25 private dirt roads across the County since inception;
- Upon completion, the road remains private and is privately maintained.

As noted above, staff has identified two program areas where additional opportunities exist to improve and maintain private roads beyond the County’s existing four road programs. The next two sections present and recommend two new programs that address this additional public need for the 1) repaving of private roads and 2) converting private dirt roads to public dirt roads:

- utilizing existing funding;
- aligning with the County’s existing road programs; and,
- adhering to state legal requirements for using County funds on private lands.

**Expansion of the Private Road Preventative Maintenance and Repair Program (To Include Repaving):**

The proposed amendment to the Private Road Maintenance Program Policy is included as Attachment #2. If approved, this program expansion will allow property owners on private roads to have their existing paved road fully resurfaced to remediate deteriorating conditions. Currently, the program only provides for smaller improvements to private roads, detailed above including ditch repair and grading, and not a full repavement improvement project. This policy expansion provides for full re-pavements.

The following are the key attributes of this policy amendment:

- Allows for full repaving of private roads;
- Similar to the current program, full re-pavement projects include the following attributes:
  - Payment for improvements are the full responsibility of private property owners
  - Does not require that the private road meet County paved road standards
  - Does not require any ROW donation to the County (road remains private)
  - Allows the benefit of using County’s contract service providers (for lower cost)
  - Maintains County management of the project (for better quality construction)
  - Road will remain privately owned, and maintained after work is complete
- New attributes for full re-pavement projects, due to this amendment, are the following:
  - Projects can be paid for over time, up to 10 years by non-ad valorem assessment
  - Require full participation by every property owner
- Re-pavements projects under this program are substantially less expensive (estimated 70% less) than a typical Two-Third Program paving project, as private roads do NOT have to meet County paved road standards.

This expansion of the Private Road Maintenance Program is an alternative to other existing County road maintenance programs, such as the Two-Thirds Program. It does not require ROW donation, nor does it make private roads public maintenance responsibilities. It leverages County contract service providers and management oversight. It does not provide for expenditure of public funds on private roads. It provides a more affordable repaving option, as County road paving standards are NOT required. Finally, the proposal provides an option for paying for these projects by non-ad valorem assessments for up to 10 years on annual property tax bills. If approved by the Board, as recommended in Option #1, this program expansion would be implemented October 1st as a new private road repaving option for unincorporated residents.

### **Private to Public Dirt Road Improvement and Maintenance Program:**

Leon County’s unincorporated areas include 120 miles of *public* dirt roads that are currently maintained (by road grading) by Public Works. However, 206 miles of *private* dirt roads also exist in the unincorporated area, which are *not* currently maintained by the County. Maintenance of these private roads is the responsibility of their private landowners as the expenditure of public funds on private lands is prohibited by the Florida Constitution. The new Private to Public Dirt Road Improvement and Maintenance Program, proposed in this section, is intended to provide an option to property owners of those private dirt roads to convert to public dirt roads, with future maintenance and improvements being the responsibility of, and funded by, the County.

The following are the key attributes of this new program proposal:

- Allows private dirt roads (improved and currently maintained at varying standards, by private owners) to become public dirt roads (improved and maintained by the County);
- Requires 100% donation of all privately held ROW (60-foot width required for engineering and safety standards);

- After the dirt road improvements from this Private to Public Dirt Road Improvement and Maintenance Program are performed, these new *public* dirt roads would be maintained (by road grading) by the County, ensuring the reliability of public access and safety along these dirt roads into the future;
- Allocates \$500,000 from the existing L.I.F.E. Program beginning October 1st (in FY 25), which is estimated to meet the initial program need:
  - This allocation will not negatively impact other, ongoing L.I.F.E. funded projects
  - Annual funding allocations will be made each year during the regular budget cycle
- While improvement costs will vary, based on conditions of each private dirt road, the estimated costs for improving dirt roads to meet minimum public dirt road standards is inexpensive at \$50,000 to \$100,000 per mile;
- It is estimated that this level of County funding could result in approximately 2.5 total miles of improvements, or 10 neighborhood private road “applicants” each year;
- 100% required ROW donation is a high, but legally necessary, threshold and is expected to impact the number of applicants that may qualify for this program; and,
- Importantly, maintenance capacity exists for Public Works to accommodate up to approximately 20 additional miles of public dirt roads using existing resources.

This new dirt road program provides for the expenditure of available public funds for the road improvements, and does not require private owners to pay for initial improvements. Both this program and the County’s Two-Thirds program can legally expend public funding once the private roads are donated to the County. However, and by comparison, the County’s Two-Thirds Program does not use public funds for road (paving) improvements. The Two-Thirds Program requires private property owners to fully pay for the initial road improvements required by the program.

The reason for this difference is based on the costs of these improvements. Initial project improvements are far less costly for dirt roads (estimate \$50,000/mile to improve dirt roads, up to County dirt road standards versus \$1.3M/mile for Two-Thirds paving and improvement costs to meet County standards). Effectively, paved roads have far higher stormwater and environmental up-front construction costs, as well as far higher material (road base, asphalt, etc.), equipment and labor costs. The far lower cost of improving private dirt roads to County standards, and the available funding to do so, is the reason for the proposed new program to receive county funding.

The Two-Thirds Program, while far more costly per mile to implement, has proven valuable to the County and participating citizens. The Two-Thirds Program requires paved roads that include greater stormwater treatment facilities, reduced long-term impacts, and lower maintenance costs compared to dirt roads. However, the new dirt road program that is proposed in this item also provides value to the County and its residents. As detailed above, the County has 206 miles of private dirt roads in the unincorporated area in wide ranges of use, degradation, and maintenance. The proposed Private to Public Dirt Road Improvement and Maintenance Program, recommended as Option #2, will bring qualifying private dirt roads up to County safety and maintenance standards as improved public dirt roads.

### Summary

The County has a long history of providing road improvement programs to assist people who live on private roads (dirt and paved) within the unincorporated area, and to assist them in maintaining these roads. At its Annual Retreat on January 22, 2024, the Board directed staff to explore opportunities to further expand our existing four road improvement programs. The analysis revealed two specific opportunities to provide even more options to private road owners to improve their roads, including identifying existing funding for these programs.

The two new programs presented within this agenda item will enhance the County's private road repair and maintenance programs to offer more reliable and longer lasting solutions for the maintenance of the County's private roadways, ensuring public safety and accessibility, conforming to state legal requirements, aligning with existing County programs, and utilizing available County funding.

Community outreach for both of these two new programs would begin immediately upon Board approval of Options #1 and #2, below. This outreach would include working with Community and Media Relations to promote the programs on the County's website, as well as on multiple social media and traditional media platforms. Both programs would become effective October 1st.

### **Options:**

1. Adopt the proposed revision to Policy No. 11-1, "Private Road Preventative Maintenance and Repair Program Policy".
2. Adopt the proposed Policy No. 24-X "Private to Public Dirt Road Improvement and Maintenance Program Policy".
3. Board direction.

### **Recommendation:**

Options #1 and #2

### **Attachments:**

1. Proposed revised Policy No. 11-1, "Private Road Preventative Maintenance and Repair Program Policy.
2. Proposed Policy No. 24-X "Private to Public Dirt Road Improvement and Maintenance Program Policy.

15.04

**Board of County Commissioners**  
**Leon County, Florida**  
**Policy No. 11-1**

Title: Private Road Preventative Maintenance and Repair Program

Date Adopted: ~~February 22, 2011~~ July 9, 2024

Effective Date: ~~February 22, 2011~~ July 9, 2024

Reference Sec. ~~16-3, Code of Laws~~

Policy Superseded: Policy 04-5, "Private Dirt Road Repair Program", adopted September 15, 2004; Policy No. 06-5, "Private Paved Road Preventative Maintenance and Repair Program", adopted December 12, 2006, revised February 22, 2011

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida (Board) that:

Leon County shall provide repairs to paved and dirt roads and related infrastructure (shoulders, drainage conveyances and other infrastructure supporting paved and dirt roads) to private roads within the unincorporated areas of Leon County. The primary objective of this policy is to ensure safe ingress and egress to private roads for homeowners, U.S. Postal Service, and emergency services personnel. Such services shall not be construed as competition with private enterprise, but rather a service that serves the public good with the narrow focus of ensuring safe "all weather access" to residential dwellings. Only private accesses that have been officially platted and named by the Leon County Addressing Coordinator's Office as "private roads" shall be eligible for work under the Private Road Repair Program. All other private accesses shall be deemed to be ineligible.

Incorporated herein are the Procedures for the "Private Road Preventative Maintenance and Repair Program."

## **Procedures for Participation in the Private Road Preventative Maintenance and Repair Program**

1. Requests/applications forms for participation in Leon County's Private Road Preventative Maintenance and Repair Program shall be obtained from and submitted to the Leon County Division of Operations, 2280 Miccosukee Road, Tallahassee, Florida, 32308.
2. All requests/applications for repair services shall include the following:
  - a) the name, address and telephone number of the party/parties making the request
  - b) the name of the road(s) of which the repairs are being requested
  - c) a detailed description of the requested repairs to include a list of materials
  - d) a map of the exact location within the road section on which the repairs are being requested.
3. Upon receipt of the repair request/application, a staff member will perform a review of the request to determine if the requested repairs meet all applicable program criteria. The requesting party/parties shall be notified within four (4) working days as to the findings of the application review. For repaving repair activities, additional time may be required for a cost estimate to be generated from the County's Asphalt Continuing Supply Contractor.
4. Repair activities allowed under this policy would typically be only those activities covered within the Division of Operations General Maintenance Permit, and described as follows:
  - a) Pothole Repair
  - b) Curb and gutter repair and replacement
  - c) Inlet top repair
  - d) Ditch bottom inlet structural repair or replacement
  - e) Storm sewer repair
  - f) Cross-drain repair or replacement
  - g) Roadside ditch maintenance
  - h) Drainage outfall to stormwater treatment facility repair
  - i) Drainage flume repair or replacement
  - j) Dirt road grading
  - k) Delivery of soils by the cubic yard for the purpose of dirt road stabilization
  - l) Delivery of aggregates by the ton for the purpose of dirt road stabilization
  - m) Sod and sediment controls for the purpose of stabilizing areas associated with road and stormwater repair activities.
  - n) Repaving repair activities. The existing paved private road must be continuous and contiguous to an existing publicly maintained right of way



Other repairs as would be in compliance with the objectives of this policy and within the other limitations established herein may be considered.

5. All fees associated with repair requests shall be entirely the responsibility of the requesting party/parties and, except where special assessments are imposed in accordance with this Policy, shall be paid in full prior to work commencing. Leon County will in no manner assume a role in mediating or negotiating between parties, relevant to their participation in the Private Road Preventative Maintenance and Repair Program or the associated fees. All checks for payment of fees shall be made payable to the Leon County Board of County Commissioners.
6. The fees for approved activities within the Private Road Preventative Maintenance and Repair Program shall be based upon the following criteria:
  - a) all activities and materials fees shall be based upon Leon County's current fee rates at the time the services are performed or current market prices for materials.
  - b) fees will reflect only Leon County's actual cost of doing business with no profit margins included.
7. In order to ensure non-competition with private enterprise and to prevent over extension of County resources, approval of repair requests other than repaving projects shall be limited in their scope as follows:
  - a) Major Projects: Major projects shall be deemed to be any project that requires in excess of one 10-hour workday to complete and has a maximum total cost of \$9,000 or less. Major repair projects shall be limited to one per neighborhood/customer per fiscal year (October 1 through September 30).
  - b) Minor Projects: Minor projects shall be deemed to be projects that can be accomplished within one 10-hour workday and at a cost of \$6,000 or less. These projects typically include activities such as: minor asphalt repairs, minor stormwater repairs and minor dirt road repairs. Minor repair projects are not subject to the one per fiscal year provision as with major projects. However, under no circumstances shall requests for periodic or regular services or acceptance of fees therefore, be accepted.
8. Repaving Projects.

- a) Definitions.

County staff means the staff employed by the County in the real estate division or the public works department.

Non-ad valorem assessment means a special assessment which is not based upon millage and which can become a lien against a homestead property as permitted in section 4, article X of the state constitution.

Owner(s) means those natural persons or entities having fee title to the whole or part of the parcel, whether by sole ownership, part ownership, joint ownership, tenancy in common, tenancy in partnership, joint tenancy, or tenancy by the entirety.

*Parcel(s)* means any piece of real property in the unincorporated area of the County that has a single parcel identification number assigned to it by the county property appraiser; provided, however, that if such parcel identification number is associated with multiple pieces of real property as depicted on the cadastral map maintained by the county property appraiser, each one of such multiple pieces shall be deemed to be a separate parcel unless otherwise determined by county staff.

*Pending special assessment* means a special assessment in a pending amount, with such amount to be determined by the Board in accordance with this Policy.

*Request for road repaving* means a written request, in a form approved by county staff, properly executed by the requisite number of parcel owners requesting the Board to consider repaving the road abutting their parcels. At a minimum, the request for road repaving shall provide the name and contact information of a designated representative of such parcel owners, describe the proposed road repaving, identify all of the parcels that abut such road, and contain a clear and plain statement that the parcel owners, by executing such request, acknowledge that they shall grant temporary easements to the County at no cost to perform such road repaving and the owners, on behalf of themselves and their successors and assigns, shall, in a recordable form acceptable to the County, waive, release and discharge the County from any and all liability related to or arising out of the road repaving or use and enjoyment of the easements.

*Road* means a privately-owned way improved, designed, or ordinarily used for vehicular travel, which is continuous and contiguous to a publicly maintained way. The road must be located in the unincorporated area of the County, in which the County or public has no express ownership interest and which has not otherwise been dedicated to the public, and which currently has, or originally had at the time of its construction, a surface paved with asphalt or other such hard-surface material, and which will allow for a repaving project that will be permitted without the requirement of any additional drainage ditches, swales, or other such stormwater management facilities.

*Road repaving* is limited to asphalt patching and repairs, road base repairs, asphalt resurfacing, surface treatments, and road shoulder repairs as necessary to accomplish the resurfacing repairs. Road repaving will be completed by the County's Asphalt Continuing Supply Contractor or another contractor chosen by the County. The County shall assume no responsibility for the continued maintenance of the road upon the completion of the road repaving.

*Special assessment* means a levy upon a parcel abutting a road repaving project to defray the cost thereof. A valid special assessment must satisfy a two-prong test: the parcel burdened by the special assessment must derive a special benefit from the road repaving provided by such special assessment; and the special assessment must be properly apportioned among the parcels receiving such special benefit.

Special benefit means the benefit derived by a parcel from an abutting road repaving project. In evaluating whether a parcel has derived a special benefit, the test is not whether such benefit derived by the abutting parcels is unique or is different in type or degree from the benefit provided to the community as a whole; rather the test is whether there is a logical relationship between the road repaving and the benefit derived therefrom by the abutting parcels.

b) Request for road repaving; grant of temporary construction easements; waiver and release.

- (i) Upon receipt by county staff of a full and complete request for road repaving signed by 100% of the owners of the parcels abutting any road, the Board shall consider the request for road repaving at a public hearing during a regular meeting of the Board and consider the extent to which the abutting parcels would derive a special benefit from the requested road repaving.
- (ii) The request for road repaving shall contain in a clear and plain statement: the requirement that any easements needed for the road repaving shall be granted to the County free of charge; and the owners, on behalf of themselves and their successors and assigns, shall, in a recordable form acceptable to the County, waive, release and discharge the County from any and all liability related to or arising out of the road repaving or use and enjoyment of the easements.

c) Notice to public; first public hearing

- (i) Prior to the public hearing to consider a request for road repaving, the Board shall publish a notice in accordance with Section 50.011, Florida Statutes, as may be amended from time to time, stating that at a regular meeting of the Board on a date and time certain, to be held at least 20 days after the date of publication, the Board will conduct a public hearing to hear all interested persons on the requested road repaving.
- (ii) The notice shall further state in general terms a description of the proposed road repaving, and the location thereof, the cost estimate thereof, a description of the abutting parcels against which a special assessment is proposed to be made, and a statement that any easements needed for the road repaving shall be granted by the Owners to the County free of charge. A copy of the notice shall be mailed by certified mail to the record owners of such abutting parcels at the address shown on the tax collector's office for tax notices or to the address listed in the county property appraiser's database, such notice to be mailed at least 20 days prior to the public hearing.
- (iii) At the time designated in the notice, the Board shall hear all interested persons, and may then or thereafter reject the request for road repaving or, by resolution, approve all or any part of the

requested road repaving and direct that a pending special assessment lien be imposed upon each of the abutting parcels that derive a special benefit from the requested road repaving.

- (iv) The resolution shall contain the name of each owner of each parcel upon which the pending special assessment lien is imposed, along with a description of each such parcel. Such resolution shall also contain Board direction that prohibits the road repaving from being commenced until the easements required by the County have been obtained, and further that, if such easements cannot be obtained within 60 days after the date of the resolution, the road repaving project shall be terminated. The burden shall be on the owners, at their expense, to provide the easements in a form acceptable to the County Administrator or designee. The 60-day deadline for obtaining such easements may be extended for good cause at the discretion of the County Administrator or designee.
- (v) An executed copy of such resolution shall, no later than ten (10) days after its adoption, be recorded in the official records of the County in a manner that will allow the discovery of the resolution through a search of any of the owners' names contained therein. Upon such recordation, the resolution shall thereafter constitute a pending special assessment lien on each such parcel contained therein. The failure to timely record the resolution shall not be deemed to invalidate such resolution.

d) Non-ad valorem assessments; method of collection.

- (i) Within such time as the Board may determine following the completion of the road repaving and the determination of the total cost thereof, the County shall impose non-ad valorem assessments at a public hearing.
- (ii) The Board may apportion the total costs of such road repaving as a special assessment based on a per lot methodology or on an alternative methodology, provided the amount of the special assessment for each parcel is not in excess of the proportional special benefits as compared to the special assessments on the other benefitted parcels.
- (iii) The non-ad valorem assessments shall be collected pursuant to the method provided in Section 197.3632, Florida Statutes. The Board resolution adopted pursuant to Section 197.3632(4)(a), Florida Statutes, shall be recorded in the official records of the County in a manner that will allow the discovery of the resolution through a search of any of the owners' names contained therein. Upon such recordation, the resolution shall supersede, cancel, and replace the pending special assessment lien imposed pursuant to this Policy.

- 9. When deemed appropriate, Continuing Supply Contracts (in-place asphalt pavement, engineering, etc.) may be utilized on any project.

10. Approval and scheduling of all requests shall be contingent upon the availability of County resources with County maintained roads taking priority over private road repair requests.
11. Upon completion of the private road repairs, the requesting party/parties shall be solely responsible for all future maintenance responsibilities of the road. As such, Leon County shall in no manner assume any responsibility for future maintenance.

**Board of County Commissioners**  
**Leon County, Florida**  
**Policy No. 24-XX**

Title: Private to Public Dirt Road Improvement and Maintenance Program

Date Adopted: July 9, 2024

Effective Date: July 9, 2024

Reference Sec. XXXX

Policy Superseded: None

---

It shall be the policy of the Board of County Commissioners of Leon County, Florida that:

Leon County shall provide an option for property owners on private dirt roads to donate 100% of the needed right of way enabling them to thereafter be owned and maintained by the County. The primary objective of this policy is to ensure safe ingress and egress to formerly private roads for homeowners, U.S. Postal Service, and emergency services personnel by adding them to the public road system, upgrading them based on availability of funding and maintaining them thereafter.

Incorporated herein are the Procedures for the “Private to Public Dirt Road Improvement and Maintenance Program.”

## **Procedures for Participation in the Private to Public Dirt Road Improvement and Maintenance Program**

1. Application: Request/application forms for participation in Leon County's Private to Public Dirt Road Improvement and Maintenance Program shall be obtained from and submitted to the Leon County Division of Operations, 2280 Miccosukee Road, Tallahassee, Florida, 32308.

All applications for participation in Leon County's Private to Public Dirt Road Improvement and Maintenance Program shall include the following:

- a) the name, address and telephone number of the party/parties making the request
  - b) the name of the road(s) of which the repairs are being requested
2. Criteria: Public Works staff will conduct an evaluation for the following eligibility criteria:
    - a) The project must be on private dirt road that is continuous and contiguous to an existing publicly maintained right of way.
    - b) 100% of the owners of the private road need to sign the petition.
    - c) 100% of the owners of the private road need to donate the necessary right-of-way (60 feet) to the County without compensation. Such title shall be free from encumbrances and material defects, except those deemed by the County to be acceptable, shall be free from any doubt as to its validity, and shall make it reasonably certain that such title will not be called into question in the future so as to subject the County to litigation with regard thereto. The County shall only pay the costs of any surveys and title insurance, and the property owners shall pay all other costs deemed necessary or advisable by the County in its discretion to complete such donation of the right of way, including, but not limited to, documentary stamp tax, recording, miscellaneous closing fees, and any attorney's fees and court costs for quieting title to such right-of-way, probate, or any other litigation or filings necessary or advisable to convey clear title to the County.
  3. Repairs: Private to Public Dirt Road Maintenance and Improvements activities allowed under this policy would typically be only those activities covered within and described as follows:
    - a) Improving the dirt road up to the County standard of 20 feet road width.
    - b) Addition of swales and ditches and stormwater conveyances as needed.
    - c) Addition of driveway culverts as needed.
    - d) Cross-drain repair or replacement.
    - e) Roadside ditch maintenance.
    - f) Dirt road grading.
    - g) Delivery of soils by the cubic yard for the purpose of dirt road stabilization.
    - h) Delivery of aggregates by the ton for the purpose of dirt road stabilization.
    - i) Sod and sediment controls for the purpose of stabilizing areas associated with road and stormwater repair activities.

Other repairs as would be in compliance with the objectives of this policy and within the other limitations established herein may be considered.

4. Funding: Pursuant to the Livable Infrastructure for Everyone (L.I.F.E.) Program Policy (Board Policy No. 16-6) (L.I.F.E. Program), funding is available for traffic safety and emergency access programs. The funding for this program will come from the L.I.F.E. Program, or as otherwise appropriated. Through the annual budget process and five-year capital improvement plan, funding shall be allocated to Private to Public Dirt Road Improvement and Maintenance Program. Approval and scheduling of all requests for Private to Public Dirt Road Improvements shall be contingent upon the availability of Program funding. If at the end of the County fiscal year all appropriated Program funds are not expended, remaining Program funds may be carried forward to the next fiscal year.
5. Prioritization: Full and complete request applications shall be evaluated and ranked based on: (1) the criteria set forth at Section 2 herein, including an estimate of time to complete 100% donation of the road if the project is approved; (2) the precedential order set forth in section 2(B) of the L.I.F.E. Program; (3) whether or not the dirt road has historically been deemed impassable to any residents' vehicles or to vehicles of law enforcement or emergency personnel; (4) the ability to complete a smaller project based on available funds in a given fiscal year; and (5) physical, design/permitting, and funding constraints.
6. Waiting List: When funding is not available to proceed with approved Private to Public Dirt Road Improvement and Maintenance Program improvements, a waiting list will be established. Those applicants on the waiting list will be notified annually of their status. Applicants will be prioritized on the waiting list in the order in which their applications were approved.



**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #19**

# Leon County Board of County Commissioners

## Agenda Item #19

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Status Report on the Miccosukee Canopy Road Greenway and Designated Canopy Road Protections

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator   |
| <b>Lead Staff/ Project Team:</b>    | Artie White, Director, Planning, Land Management & Community Enhancement (PLACE)<br>Brent Pell, Director, Public Works<br>Maggie Theriot, Director, Office of Resource Stewardship<br>Charles Wu, Director, Engineering Services, Public Works<br>Michael Alfano, Special Projects, Planning Department |

### **Statement of Issue:**

This item seeks Board acceptance of a status report on the Miccosukee Canopy Road Greenway and designated canopy road. This item provides information on the existing access easements that cross the greenway, protections in place for both the greenway and designated canopy road, roadway design and pedestrian safety for proposed roadways that intersect the greenway and canopy road, and information on creating a new Miccosukee Greenway Canopy Road Protection Corridor.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the status report on the Miccosukee Canopy Road Greenway and Designated Canopy Road Protections.

## Report and Discussion

### **Background:**

At the May 14, 2024 meeting, the Board requested an item to analyze existing roadway design standards and canopy protections along the Miccosukee Canopy Road Greenway (Greenway), including for any future Greenway road crossings at easement locations, and information on creating a Miccosukee Greenway Canopy Road Protection Corridor. This item provides information on the existing access easements that cross the Greenway, the protections already in place for both the Greenway and designated canopy road, roadway design and pedestrian safety for proposed roadways that intersect the Greenway and canopy road, and an analysis on creating a Miccosukee Greenway Canopy Road Protection Corridor with additional regulations beyond the existing protections.

### **Background on the Designation of Miccosukee Road as a Canopy Road**

Leon County has a long history of protecting canopy roads. This history includes creating the Canopy Road designation, expanding the number of corridors designated as canopy roads, adopting canopy road policies into the Comprehensive Plan, creating and increasing protections for designated canopy roads in the Leon County Land Development Code, developing and updating the Canopy Roads Management Plan, engaging the community on canopy road matters, and creating a Citizens Advisory Committee specific to designated canopy roads.

Canopy road designations within Leon County were first established in 1972. Leon County Ordinance 72-114 designated five roads as canopy roads on the Comprehensive Land Use Map of Leon County. The canopy roads consisted of certain sections of the following roadways: Centerville Road; Meridian Road; Miccosukee Road; Old Bainbridge Road; and Old St. Augustine Road. Later modifications and expansions to canopy road protections, include:

- In 1975, Ordinance 75-3 established Canopy Roads Tree Protection Zones. These zones consisted of all lands within 35 feet of the centerline of the designated canopy roads. No trees within these zones could be removed and no improvements could be carried out within these zones without the express approval of the Board of County Commissioners, with the exception of routine maintenance of existing roadways and drainage facilities.
- Also in 1975, Ordinance 75-12 established setback and height restrictions along canopy roads.
- In 1982, Ordinance 82-46 expanded the Canopy Road Protection Zone from 35 feet to 50 feet from the centerline of the road.
- In 1992, Ordinance 92-3 established understory protection measures in Canopy Protection Zones and prohibited all development within 100 feet of the centerline of the canopy road without local government approval.
- Also in 1992, Ordinance 92-10 imposed tree removal application requirements and mitigation requirements, and also established a Canopy Road Overlay District, consisting of all lands within 100 feet of the centerline of the canopy road.

- In 2005, two additional roads were designated as canopy roads: Old Centerville Road and Sunny Hill Road.
- In 2007, Pisgah Church Road was designated as a canopy road.

#### Background on the Establishment of the Miccosukee Canopy Road Greenway

The Greenway is owned by the Board of Trustees of the Internal Improvement Trust Fund (TIITF) and managed by Leon County. The Greenway was acquired on May 6, 1998, utilizing Preservation funds through the Florida Department of Environmental Protection (FDEP), Division of Recreation and Parks, Office of Greenways and Trails Land Acquisition Program. The property was purchased from the Trust for Public Land who acquired the property from Powerhouse, Inc., just prior to selling the property to the TIITF.

On February 24, 2000, a lease was executed between the TIITF to the Florida Department of Environmental Protection (FDEP), Office of Greenways and Trails and then subleased to Leon County, the designated greenway manager. Viewing FDEP as an intermediary whose role was no longer necessary, however, on November 19, 2015, FDEP and TIITF signed a Cancellation of Lease and Assignment of Sublease, expressing their desire that the Sublease should serve as the direct lease between TIITF and the County. FDEP administers the lease on behalf of TIITF.

To guide the protection, enhancement, maintenance, and education of public uses for the Greenway, the Miccosukee Canopy Road Greenway Management Plan was adopted by Leon County in 2002. The plan was subsequently updated in 2013 and is currently in the process of being updated again. This management plan details the County's responsibilities and is updated every 10 years pursuant to Section 253.034(5)(b), Florida Statutes.

Importantly, four access easements were recorded prior to the creation of the Greenway and are acknowledged in the Miccosukee Canopy Road Greenway Management Plan. These access easements are located at Dempsey Mayo Road, Edenfield Road, Arendell Way, and for the Shamrock South Extension. Both the designated canopy road and the Greenway have specific protections in place to ensure these easements continue to serve as important resources for the citizens of the State of Florida, of Leon County, and of the prior landowner. The access easements and protections in place for the canopy road and Greenway are discussed in greater detail in the following Analysis section.

#### Analysis:

As requested by the Board at the May 14, 2024 meeting, the following analysis addresses existing access easements and protections in place for the Greenway, protections in place for the canopy road, roadway design and pedestrian safety, and considerations of a new Miccosukee Greenway Canopy Road Protection Corridor Overlay district.

### Existing Access Easements on the Miccosukee Greenway

As noted in the Background section, there are four existing access easements that cross the Miccosukee Canopy Road Greenway (Greenway). These access easements provide for crossings at:

- Dempsey Mayo Road
- Edenfield Road
- Arendell Way
- Shamrock South Extension

These easements predate the creation of the Greenway. Prior to the creation of the Greenway, the owner of the land that would become the Greenway reserved the four access points to Miccosukee Road for the benefit of their remaining property interests. The easements are recorded in the property deed, reflected in the Miccosukee Canopy Road Management Plan (discussed in more detail below), and reflected in the Tallahassee-Leon County Comprehensive Plan. These easements reserve right of way for up to four roadways to serve future development that has been planned for decades. The section below provides a status update on the four roadway crossings.

### Current Status of the Access Easements and Roadway Crossings

The City of Tallahassee previously contemplated an extension of Thornton Road. For this extension to be feasible, the City would need a new easement across State lands (i.e., the Miccosukee Canopy Road Greenway) or would need to exchange land with the State. The City coordinated with the FDEP and previously requested to exchange the vested easement across the Greenway at Arendell Way for a new easement at Thornton Road for the purpose of extending Thornton Road. However, FDEP has informed the City that they are not going to take the City's request to TITF (comprised of the Governor and Cabinet) for approval, which is a required procedural step for any Thornton Road Extension to occur. At present, the City has no plans to pursue this matter further. As such, the easement remains across the Greenway at Arendell Way.

Of the four existing access easements, Dempsey Mayo Road is currently the only active transportation project that would create a new connection across the Greenway. The project is intended to extend Dempsey Mayo Road from Miccosukee Road to Centerville Road, intersecting with Welaunee Boulevard along this connection. The following points provide additional information about this Dempsey Mayo Extension Project:

- Greenway Property – The property on the north side of Miccosukee Road is owned by the TITF. Leon County has an agreement with TITF (administered by FDEP) to manage the Greenway. The portion of property to contain the road extension is contained within an easement owned by Ox Bottom Mortgage Holdings, LLC (Ox Bottom Holdings). Portions of the greenway are inside the City limits. However, the area of the road extension is outside City limits and in unincorporated Leon County.
- Funding – The Dempsey Mayo Road extension from Miccosukee Road into the Canopy development and the roundabout intersections improvements are funded by Ox Bottom Holdings.

- Design – The County is responsible for permitting the roundabout and Dempsey Mayo Road extension from Miccosukee Road to the City limit. The Dempsey Mayo Road extension and Miccosukee Road/Dempsey Mayo roundabout design was completed by a consultant employed by Ox Bottom Holdings (Greenman-Pedersen, Inc.) to meet Florida Department of Transportation (FDOT) design standards. As detailed below, the design has been enhanced beyond minimum standards as a result of stakeholder input. The design of the Dempsey Mayo Road extension completed by the consultant has been submitted to the County for review, but permits have not been issued because Ox Bottom Holdings needs to acquire additional right of way. County Development Support Environmental Management (DSEM) and Public Works (PW) staff have been reviewing the submitted design for both the linear segment and the roundabout following the FDOT standards, Leon County codes, and stakeholders' input.
- Permitting – The City approved the construction plans for Canopy Unit 5 including the Dempsey Mayo Road extension on April 2, 2020. The environmental permit application for the roundabout was submitted to the County on May 8, 2020. In August 2022, the City staff notified the County that the City will not be responsible for the maintenance and permitting of the extension because it is outside the City limit. As a result, the Ox Bottom Holdings submitted the Dempsey Mayo Road extension construction plan to the County for review as part of the environmental permit and road connection permit application on January 11, 2023. DSEM and PW staff reviewed the proposed design and provided comments back to the designer. The latest plans to address the permit review comments were submitted on February 22, 2024 and the permit is ready to be issued pending the additional right of way acquisition by Ox Bottom Mortgage Holdings. Permitting is expected to be completed when additional right of way is acquired for the Dempsey Mayo Road/Miccosukee Road intersection improvements and declaration of the road easement for the Dempsey Mayo Road extension is completed by Ox Bottom Holdings.
- Construction – The current schedule is to start roundabout construction in summer 2025 to reduce road closure impact to school traffic. Separately, the construction of the Dempsey Mayo Road extension to the north of Miccosukee Road may begin upon permit approval because there will be no road closure required.
- Maintenance – Upon completion of the Road extension and roadway easement dedication to the County, the County staff will inspect the project to ensure quality and maintainability before accepting the new improvements for maintenance. Going forward, the extension and roundabout will be maintained by Leon County Public Works.

#### Functional Classification of Dempsey Mayo Road as a Collector

The existing Dempsey Mayo Road from Miccosukee Road to Mahan Drive is functionally classified as an Urban Major Collector Road by the U.S. Department of Transportation Federal Highway Administration (FHWA). FHWA classifies roadways as locals, collectors, arterials, and interstates using a system called Functional Classification. A roadway's functional classification is based on the type of service the road provides. Design standards are tied to functional classification. Consistent with FHWA, FDOT, the Comprehensive Plan, and the Canopy Concept

Planned Unit Development, the Dempsey Mayo extension is also designed as an Urban Major Collector Road.

According to FHWA, “Collectors are major and minor roads that connect local roads and streets with arterials. Collectors provide less mobility than arterials at lower speeds and for shorter distances. They balance mobility with land access”. This classification is also used by the FDOT and is reflected in the Mobility Element of the Tallahassee-Leon County Comprehensive Plan. Dempsey Mayo Road connects roads that are designed for greater traffic capacity and speeds, with Miccosukee Road, Centerville Road, and Mahan Drive designated as Urban Minor Arterial Roads. Designed for more advanced traffic capacity, Welaunee Boulevard is classified as a Principal Arterial.

### The Design and Safety of Dempsey Mayo Road

As the Dempsey Mayo Road Extension design progressed, County staff coordinated with a multitude of stakeholders to gain input and facilitate changes to the design and safety standards of both the road extension and roundabout. An ad hoc focus group was formed in 2018 with recurring meetings until June 2021. The focus group included trail users, representatives from the adjacent retirement community, school, utility services providers, the developer of Canopy and the roadway, the roadway engineer, and City staff. As a result of feedback, the developer agreed to several enhancements beyond the minimum design standards improving safety and pedestrian crossings. The following is a summary of input from the focus group:

- Safety – The design of the Dempsey Mayo Road extension and roundabout meets and exceeds the FDOT standards and specifications. The extended Dempsey Mayo Road includes two 11-foot lanes, curb and gutter, a 12-foot multi-use trail along the east side of the road, 6.5-foot buffer between the curb and multi-use trail, a 5-foot sidewalk along the west side of the road from the proposed trail crossing to the north, 6.5-foot buffer between the curb and the sidewalk, raised trail crossing, user activated flashers at the trail crossing, signage, and stormwater conveyance system. Attachment #1 provides illustrative renderings of the trail crossing. Leon County follows the Florida Greenbook, FDOT Design Manual, and Standard Plans in development of Roadway Design and permitting. The proposed multi-use path exceeds minimum standards at 12-foot wide (compared to min 5-ft) with an average separation of 6.5 feet (compared to min 2-ft) from the back of the curb. In addition to the pavement marking and signage for the trail crossing, two trail user activated flashers will be installed to provide advanced warning of the trail crossing activities. The same flashers have been installed at two trail crossings on Miccosukee Road east of Miles Johnson Road. The trail crossing on extended Dempsey Mayo Road is also proposed to be raised to enhance visibility and calm traffic. In November 2023, three pedestrian crosswalks were raised on the existing Dempsey Road between Emerald Chase and the W.T. Moore Elementary School. The speeds on Dempsey Mayo Road have had approximately 23% reduction while compared to the speeds before the raised crosswalks. The Dempsey Mayo crosswalk design is consistent with the two existing pedestrian crossings within the Greenway on Miccosukee Road located where the trail crosses Miccosukee Road approximately 500 feet east of Walaka Trail and where the trail crosses Miccosukee Road approximately 650 feet east of Miles Johnson Road.

- Pedestrian Bridge or Underpass – Greenway users have expressed interest in a pedestrian bridge or underpass to further enhance user safety. However, these features will not be incorporated. Unique to the Greenway, horse traffic cannot be reasonably accommodated on bridge or tunnel access. More broadly, a pedestrian bridge or underpass is often an ineffective countermeasure. According to the FDOT *How to Develop a Pedestrian Safety Action Plan*, pedestrian bridges and underpasses often get little use because of inconvenience or security concerns. Underpasses are prone to security concerns due to low visibility and stormwater drainage issues. The design of an overpass requires long accessible ramps of which many pedestrians will not walk this extra distance, opting instead to cross the road at-grade. Additionally, a bridge or underpass will require excessive tree removal and earthwork resulting in significant environmental impacts and further alter the vista of the Greenway.
- Roundabout Safety – At the May 14, 2024 meeting, the Board requested information on roundabouts be included in this item. According to FHWA, implementing a roundabout instead of a signalized intersection would result in approximately 78% reduction in fatal and injury crashes. According to the FDOT, roundabouts result in 90% fewer fatalities, 75% fewer injuries, and 10 to 40% fewer pedestrian/bicycle crashes and result in other benefits, such as the intersection still operates in power outages.

The increased safety from roundabouts is primarily the results of the following factors: 1) roundabouts have fewer conflict points in comparison to conventional intersections (i.e., the potential for hazardous conflicts, such as right angle and left turn head-on crashes is eliminated with roundabout use); 2) low absolute speeds associated with roundabouts allow drivers more time to react to potential conflicts; 3) since most road users travel at similar speeds through roundabouts, crash severity can be reduced compared to some traditionally controlled intersections; and 4) pedestrians need only cross one direction of traffic at a time at each approach as they traverse roundabouts.

### Current Protections for Designated Canopy Roads

In Leon County, canopy roads are protected through policies in the Tallahassee-Leon County Comprehensive Plan and regulations in the Leon County Land Development Code and City of Tallahassee Land Development Code. The Conservation Element of the Comprehensive Plan establishes the framework for designation and protection of canopy roads (primarily Objective 3.4: [C] and associated policies), the expansion of canopy roads (primarily Objective 3.5: [C] and associated policies), and the classification of designated canopy roads as conservation areas (Policy 1.3.1: [C]). Canopy roads are protected through the designation of a Canopy Road Zone (also referred to as the Canopy Roads Overlay District) through land development regulations that implement the Comprehensive Plan policies. The Canopy Road Zone includes areas within 100 feet of the centerline of designated canopy roads. The Leon County Land Development Code (Section 10-6.707) includes protections for trees in this Canopy Road Zone area along Miccosukee Road, limits structures and development in this area along Miccosukee Road, and requires mitigation for impacts to this area along Miccosukee Road. Attachment #2 includes the section of the Leon County Land Development Code providing protections for designated canopy roads. For designated canopy roads within City limits, the Tallahassee Land Development Code has



corresponding regulations (Sec. 10-302 - Canopy Roads Overlay District). These existing protections include the establishment of the Canopy Road Zone with specific regulations for that zone (provided in Attachment #2), including development standards that:

- Limit development and structures in the Canopy Road Zone;
- Require analyses and mitigation for canopy road impacts; and
- Limit driveways and site access to canopy roads.

In addition, the Canopy Roads Citizens Committee serves in an advisory role to the Board of County Commissioners and the City Commission on issues related to canopy roads, including the section of Miccosukee Road along the Greenway.

#### Current Protections for the Miccosukee Canopy Road Greenway

Protections for the Miccosukee Canopy Road Greenway are conveyed by its land use designation as *Open Space* on the Future Land Use Map in the Comprehensive Plan. This *Open Space* designation limits the allowed uses on the Greenway property to recreation and open space related uses.

According to Policy 2.2.14 of the Land Use Element of the Tallahassee-Leon County Comprehensive Plan, the Recreation/Open Space land use category contains:

- (1) Government owned lands which have active or passive recreational facilities, historic sites, forests, cemeteries, or wildlife management areas.
- (2) Privately owned lands which have golf courses, cemeteries, or wildlife management areas.

Permitted uses include:

- Passive recreation
- Silviculture
- Active recreation facilities (if the site is within the USA or a rural community)

Additional protections result from the Greenway being owned and managed by governmental entities. The Greenway is owned by the State of Florida and subleased to Leon County. This governmental ownership structure further limits how the Greenway can be used.

Additionally, the Miccosukee Canopy Road Greenway (MCRG) Management Plan serves as the core policy document and provides direction for the management of the Miccosukee Canopy Road Greenway as a unit of Leon County's parks and greenways system. This management plan addresses existing easements and provides an overall framework for how the Greenway is managed. The Management Plan is updated every ten years in alignment with State requirements. The Plan is currently under review by the appointed MCRG Citizen's Committee. The Committee is evaluating an array of topics including methods to enhance user safety and sustain aesthetics of the Greenway upon the development of the Dempsey Mayo Road extension. These approaches

are focused outside of the future road's right of way as the Management Plan does not have authority of the roadway's design or implementation.

#### Land Use Planning and Additional Protections for the Canopy Road and Greenway

Land planning in the vicinity of the Miccosukee Canopy Road Greenway deliberately and intentionally include measures to provide additional standards to protect the Greenway from encroachment from development and to promote compatibility.

**Welaunee Arch Master Plan:** The development of the Welaunee Arch Master Plan, adopted into the Tallahassee-Leon County Comprehensive Plan in 2020, included significant public engagement. Through the planning process, land use strategies were incorporated into the Welaunee Arch Master Plan to enhance the designated canopy road and the Greenway, including a policy that requires the portion of the Welaunee Arch bordering Miccosukee Road to be designated as open space. This policy adds an open space area with a minimum width of 75 feet along the length of the Canopy Road Zone. The Welaunee Arch Master Plan also calls for the future Welaunee Greenway to connect to the Miccosukee Canopy Road Greenway. The Welaunee Greenway is discussed in more detail below.

**Welaunee Heel Planned Unit Development:** Consistent with policies in the Welaunee Critical Area Plan, the Welaunee Heel PUD also incorporates land planning strategies to support the Greenway. The allowable uses adjacent to the Greenway are limited to open space and low density residential. Additionally, the approved concept plan provides an opportunity for the conversion of Miles Johnson Road in the Heel into an east-west pedestrian greenway that connects to the existing Miccosukee Canopy Road Greenway. Traffic from the existing Miles Johnson Road would be directed to new roads upon conversion of Miles Johnson Road to open space. Attachment #3 includes the approved concept plan for the Welaunee Heel.

**Welaunee Toe-East Planned Unit Development:** Similar to the Welaunee Heel PUD, the Welaunee Toe-East PUD that applies to the City of Tallahassee-owned portion of Welaunee also reserves open space adjacent to the Miccosukee Canopy Road Greenway to buffer the Greenway from development that may occur on that portion of Welaunee.

In summary, protections for the Greenway result from:

- Public ownership and management of the Greenway;
- Development and implementation of a management plan for the Greenway; and
- Land use planning that prevents development encroachment and limits allowable uses adjacent to the Greenway.

As described above, protections for the designated canopy road and the Miccosukee Canopy Road Greenway are included in:

- Tallahassee-Leon County Comprehensive Plan – Canopy Road and Conservation Area Policies

- Tallahassee-Leon County Comprehensive Plan – Recreation/Open Space Land Use
- Tallahassee-Leon County Comprehensive Plan – Welaunee Arch Master Plan
- Leon County Land Development Code – Canopy Road Regulations (unincorporated Leon County)
- Tallahassee Land Development Code - Canopy Road Regulations (within City limits)
- Welaunee Heel Planned Unit Development (PUD)
- Welaunee Toe-East Planned Unit Development (PUD)
- Miccosukee Canopy Road Greenway Management Plan

### Welaunee Greenway

In addition to protecting the Miccosukee Canopy Road Greenway, plans to add additional greenways to the area are being implemented. The Northeast Gateway project includes the Welaunee Greenway. This new 8.4-mile greenway will connect to the existing Miccosukee Canopy Road Greenway, creating a 17-mile loop. Acquisition of 250 acres of land for the Welaunee Greenway is completed. The next steps for the Welaunee Greenway are design and permitting. Construction is anticipated to begin in 2026.

### Consideration of a Miccosukee Greenway Canopy Road Protection Corridor Overlay

In a letter sent to Commissioners (Attachment #4), the Friends of the Miccosukee Greenway proposed the creation of a Miccosukee Greenway Canopy Road Protection Corridor Overlay. The expressed intent of the new overlay district would be to “preserve and protect both the Miccosukee Greenway and the canopy road in perpetuity”. As described in this item, protections for the Miccosukee Greenway and the designated canopy road are already in place.

At the May 14, 2024 Board meeting, members of the Friends of the Miccosukee Canopy Road Greenway clarified that their intent for the new overlay is more focused on roadway design and pedestrian crossings for roads that use the existing access easements. Essentially, the Friends of the Miccosukee Canopy Road Greenway are requesting a new set of regulations that would get adopted into the Leon County Land Development Code. The new regulations would be applicable to defined areas of the County (specifically the Miccosukee Road Corridor where the Greenway and designated canopy road overlap) with the intent of prescribing roadway design for new roads that cross the Miccosukee Greenway. As explained at the May 14, 2024 meeting, there are existing regulations, standards, and processes in place to protect the canopy road and the Greenway and to facilitate the design of safe roadway design and pedestrian crossings. The new overlay district proposed by the Friends of the Miccosukee Canopy Road Greenway would not change design standards and engineering processes and is not necessary to accomplish the desired goal of safe roadway design and pedestrian crossings. The Friends of the Miccosukee Canopy Road Greenway have not requested in their letter, or at the My 14, 2024 Board meeting, any regulations or protections that are not already in place.

A new overlay district is not necessary to address roadway design and the design of pedestrian crossings. Different design elements and engineering treatments for the roadways can be

considered and evaluated without creating a new overlay district. As noted previously, County staff coordinated with a multitude of stakeholders to gain input and facilitate changes to the design and safety standards of both the Dempsey Mayo Road extension and new roundabout at the intersection of Miccosukee Road. As a result of feedback, the developer constructing the road extension crossing the Greenway agreed to several enhancements above and beyond the minimum design standards for that segment, including improving safety and pedestrian crossings. Through the review and approval of the design plans for the Dempsey Mayo Road extension, County staff will ensure that these enhancements and safety improvements, including signage, pavement markings, flashing crossings lights, and traffic calming, are incorporated into the new roadway facility. Any future roadway crossings of the Greenway will also include public engagement and will be reviewed for similar safety enhancements before approval.

In addition to being unnecessary to accomplish the expressed intent, creating a new overlay district could result in unintended problems. First, a new overlay created by the Board of County Commissioners would only apply to unincorporated areas along Miccosukee Road. This could result in inconsistencies in how areas along the Miccosukee corridor are regulated and protected. Additionally, consideration would need to be given to whether the new overlay and regulations associated with a new overlay district would violate the Bert J. Harris Private Property Rights Protection Act (Bert Harris Act). The Bert Harris Act, Section 70.01, Florida Statutes, is intended to protect private property owners from laws, regulations, and ordinances that “may inordinately burden, restrict, or limit private property rights without amounting to a taking under the State Constitution or the United States Constitution”.

Should the Board wish to pursue the creation of a new overlay district, the Leon County Land Development Code would need to be amended by Ordinance to establish the new district and include specific regulations that apply to the defined area.

### Conclusion

Along the Miccosukee corridor, both the designated canopy road and the Greenway have specific protections in place to ensure they continue to serve as important resources for the citizens of Leon County. These protections include the establishment of the Canopy Road Zone with specific regulations for that zone, public ownership and management of the greenway, the development and implementation of a management plan for the Greenway, and land use planning that prevents development encroachment and limits allowable uses adjacent to the Greenway.

The Friends of the Miccosukee Canopy Road Greenway requested Board consideration of a Miccosukee Greenway Canopy Road Protection Corridor Overlay as a means to “preserve and protect both the Miccosukee Greenway and the canopy road in perpetuity”. Both the Greenway and the canopy road are already protected in perpetuity because of the existing regulations, the ownership structure and management of the Greenway, the land use designation of the Greenway, and intentional planning adjacent to the Greenway.

The Friends of the Miccosukee Canopy Road Greenway subsequently clarified that their primary concern is related to roadway design and pedestrian crossing facilities where easements that pre-

dated the Greenway allow for new roads to cross the Greenway. The County already has the flexibility to evaluate different roadway design elements and different types of pedestrian crossings without the need to create a new regulatory overlay district.

To ensure both the Miccosukee Canopy Road Greenway and the designated canopy road continue to serve as valued and beloved features for the citizens of Leon County, numerous protections are in place as described in detail in this item. Although existing entitlements allow for up to four roadway crossings on the Greenway at defined locations, Leon County has the ability and flexibility to design these crossings to incorporate roadway design elements that maximize safety for all users. The allowable roadway crossing at Edenfield Road would follow substantial review and permitting processes and include engagement with various stakeholder groups and the public. The two other allowable roadway crossings (Arendell Road and Miles Johnson Road) are located inside City limits and the City of Tallahassee would be responsible for design review and permitting.

**Options:**

1. Accept the status report on the Miccosukee Canopy Road Greenway and Designated Canopy Road Protections.
2. Do not accept the status report on the Miccosukee Canopy Road Greenway and Designated Canopy Road Protections.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Graphics illustrating the Dempsey Mayo Road Extension Trail Crossing
2. Section 10-6.707 – Canopy Roads Overlay District, Leon County Land Development Code
3. Welaunee Heel Concept Plan
4. Letter from the Friends of the Miccosukee Canopy Road Greenway

# Graphics Illustrating the Dempsey Mayo Road Extension Trail Crossing









**Sec. 10-6.707. Canopy Roads Overlay District.**

- (a) *Purpose and intent.* The purpose and intent of the Canopy Roads Overlay District is to ensure the preservation and protection of the canopy road trees on the following roads:
- (1) Meridian Road from its intersection with Seventh Avenue to the state line.
  - (2) Magnolia Drive—Centerville Road—Moccasin Gap Road from their intersection with Seventh Avenue to State Road 59.
  - (3) Miccosukee Road from its intersection with Capital Circle to Moccasin Gap Road.
  - (4) Old St. Augustine Road from its intersection with East Lafayette Street to W.W. Kelley Road.
  - (5) Old Bainbridge Road from its intersection with Raa Avenue to Capital Circle.
  - (6) Sunny Hill Road from its intersection with Thomasville Road to Old Centerville Road.
  - (7) Old Centerville Road from its intersection with Centerville Road to the state line.
  - (8) Pisgah Church Road from Bradfordville Road to the end of the county maintained right-of-way east of Centerville Road.
- (b) *Allowable land use.* The uses permitted in the Canopy Roads Overlay District are those uses permitted in the underlying zoning district.
- (c) *Development standards.* The Canopy Roads Overlay District includes as all lands within 100 feet from the centerlines of the roadways. The following special restrictions shall apply within the Canopy Roads Overlay District:
- (1) All structures, including fences, shall be setback a minimum of 100 feet from the centerline of the canopy road unless there is no reasonable alternative in the case of a vested single-family lot of record. Any disturbance to the overlay shall be minimized to the greatest extent possible, but not cause an unreasonable and undue hardship on the use of the property. A permit may be issued by the county for gates and the repair or maintenance of an existing, lawfully established fence, pursuant to any and all applicable criteria and standards set out in section 10-4.202(a)(2)b.8(j) and (l). Structures are permitted to prevent motorized vehicles from accessing trail approaches.
  - (2) Any structure which exceeds 40 feet in height must be setback an additional one foot for every one foot in excess of 40 feet in height.
  - (3) No development may occur in the canopy road overlay (100 feet from the centerline of the road) unless authorized for health, safety or welfare of the public.
  - (4) Any part of the canopy road overlay that is cleared or has trees removed from it for roadway projects must be widened by the same amount that was disturbed in the same location if possible, or another reasonable location.
  - (5) A full analysis of the impact of a development on the affected canopy road shall be submitted by the applicant at the time of development review.
  - (6) Joint access to canopy roads shall be required for newly created lots unless there is no alternative.
  - (7) If the site is accessible by roads other than the canopy road, it shall not have direct access to the canopy road.

(Code 1992, § 10-6.707; Ord. No. 07-20, § 2, 7-10-2007; Ord. No. 08-25, § 5, 11-25-2008; Ord. No. 09-20, § 4, 7-14-2009; Ord. No. 17-10, § 5, 6-20-2017)

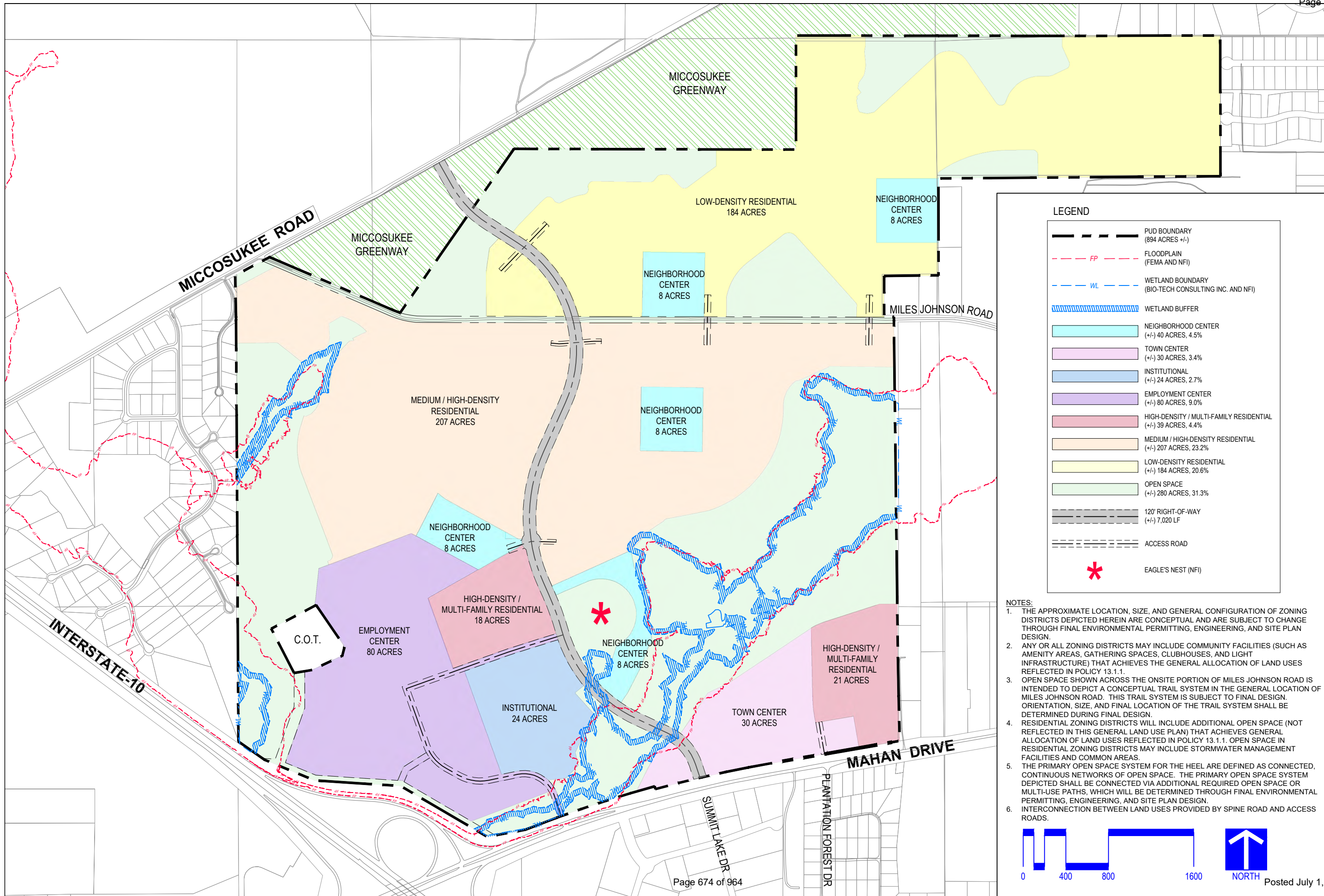


Moore Bass Consulting, Inc.

- Civil Engineering
- Land Surveying
- Development Consulting
- Landscape Architecture
- Environmental Permitting

www.moorebass.com  
TALLAHASSEE • ATLANTA

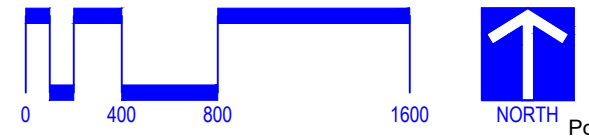
805 North Gadsden Street  
Tallahassee, FL 32303  
850.222.5678



**LEGEND**

|  |   |
|--|---|
|  | PUD BOUNDARY<br>(894 ACRES +/-)                                 |
|  | FLOODPLAIN<br>(FEMA AND NFI)                                    |
|  | WETLAND BOUNDARY<br>(BIO-TECH CONSULTING INC. AND NFI)          |
|  | WETLAND BUFFER  |
|  | NEIGHBORHOOD CENTER<br>(+/-) 40 ACRES, 4.5%                     |
|  | TOWN CENTER<br>(+/-) 30 ACRES, 3.4%                             |
|  | INSTITUTIONAL<br>(+/-) 24 ACRES, 2.7%                           |
|  | EMPLOYMENT CENTER<br>(+/-) 80 ACRES, 9.0%                       |
|  | HIGH-DENSITY / MULTI-FAMILY RESIDENTIAL<br>(+/-) 39 ACRES, 4.4% |
|  | MEDIUM / HIGH-DENSITY RESIDENTIAL<br>(+/-) 207 ACRES, 23.2%     |
|  | LOW-DENSITY RESIDENTIAL<br>(+/-) 184 ACRES, 20.6%               |
|  | OPEN SPACE<br>(+/-) 280 ACRES, 31.3%                            |
|  | 120' RIGHT-OF-WAY<br>(+/-) 7,020 LF                             |
|  | ACCESS ROAD   |
|  | EAGLE'S NEST (NFI)  |

- NOTES:**
1. THE APPROXIMATE LOCATION, SIZE, AND GENERAL CONFIGURATION OF ZONING DISTRICTS DEPICTED HEREIN ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE THROUGH FINAL ENVIRONMENTAL PERMITTING, ENGINEERING, AND SITE PLAN DESIGN.
  2. ANY OR ALL ZONING DISTRICTS MAY INCLUDE COMMUNITY FACILITIES (SUCH AS AMENITY AREAS, GATHERING SPACES, CLUBHOUSES, AND LIGHT INFRASTRUCTURE) THAT ACHIEVES THE GENERAL ALLOCATION OF LAND USES REFLECTED IN POLICY 13.1.1.
  3. OPEN SPACE SHOWN ACROSS THE ONSITE PORTION OF MILES JOHNSON ROAD IS INTENDED TO DEPICT A CONCEPTUAL TRAIL SYSTEM IN THE GENERAL LOCATION OF MILES JOHNSON ROAD. THIS TRAIL SYSTEM IS SUBJECT TO FINAL DESIGN, ORIENTATION, SIZE, AND FINAL LOCATION OF THE TRAIL SYSTEM SHALL BE DETERMINED DURING FINAL DESIGN.
  4. RESIDENTIAL ZONING DISTRICTS WILL INCLUDE ADDITIONAL OPEN SPACE (NOT REFLECTED IN THIS GENERAL LAND USE PLAN) THAT ACHIEVES GENERAL ALLOCATION OF LAND USES REFLECTED IN POLICY 13.1.1. OPEN SPACE IN RESIDENTIAL ZONING DISTRICTS MAY INCLUDE STORMWATER MANAGEMENT FACILITIES AND COMMON AREAS.
  5. THE PRIMARY OPEN SPACE SYSTEM FOR THE HEEL ARE DEFINED AS CONNECTED, CONTINUOUS NETWORKS OF OPEN SPACE. THE PRIMARY OPEN SPACE SYSTEM DEPICTED SHALL BE CONNECTED VIA ADDITIONAL REQUIRED OPEN SPACE OR MULTI-USE PATHS, WHICH WILL BE DETERMINED THROUGH FINAL ENVIRONMENTAL PERMITTING, ENGINEERING, AND SITE PLAN DESIGN.
  6. INTERCONNECTION BETWEEN LAND USES PROVIDED BY SPINE ROAD AND ACCESS ROADS.



Dear Commissioners, the Friends of the Miccosukee Canopy Road Greenway, a tax exempt nonprofit citizen support organization formed in 1996 to assist in the original design and development of the Miccosukee Greenway, requests your assistance in strengthening the County Canopy Road ordinance Section 10-6.701 of the County Development Code to protect a unique overlay of the Miccosukee Greenway and Miccosukee Road's Canopy Protection Zone.

We refer to this overlay zone as the Miccosukee Greenway and Canopy Road Overlay Corridor.

Friends of the Miccosukee Canopy Road Greenway represents Greenway user groups and established residential communities along the Overlay Corridor. Greenway user groups include equestrians, cyclists, runners, birders, foresters, biologists, farmers and families who frequent the Greenway's 14 miles of connected trails. Users come from all over Leon and surrounding counties, but predominantly from homeowner associations along this corridor. These users and surrounding residential communities are united in their desire to preserve and protect both the Miccosukee Greenway and the Canopy Road in perpetuity.

New development along and through the Miccosukee Greenway has just begun. Thousands of acres in the Welaunee Toe, Heel and Arch are now in various stages of development, all controlled by the City of Tallahassee. The impact on the only County park in the Welaunee Development Corridor must be addressed with the same vigor as new settlements of homes and commercial centers along its borders. Citizens using the Greenway, and long term homeowners along this corridor need your help.

We present these facts for your consideration:

1. Both the Miccosukee Greenway and the Canopy Road zone require protection of statute and ordinance to preserve unique environmental features.
2. Both the Miccosukee Greenway and the Canopy Road zone occupy the same protection zone 100 feet on either side of Miccosukee Road, for a distance of 6 miles from Fleishmann Road to Crump Road,
3. Leon County is the sublease holder of the Miccosukee Greenway with obligations to preserve and protect these conservation lands.
4. Leon County is responsible for enforcement of the Canopy Road Protection ordinance, which defines Overlay Districts for preservation, conservation and historic purposes.
5. The Canopy Road Protection ordinance and the Comp Plan allow for "special regulatory measures . . . where special conditions are present." (Section 10-6.702)
6. County residents live on all sides of the Miccosukee Greenway in Districts 4 and 5.

We ask that you request staff assistance to address the following questions and share your review of findings with us:

1. In the language and interpretation of the Canopy Road ordinance, what are the specific protections afforded a corridor in which a Canopy Road and the State designated Greenway share the same protection zone?
2. Does the current Canopy Road ordinance language require a review of special conditions when a Greenway road intersects with a Canopy Road in the Canopy Road Protection Zone? If yes, please reference the specific language and interpretation. If no, please reference the specific language and interpretation.

3. Would road intersection design, which protects the safety of Greenway users, be considered as special conditions referenced in the Comp Plan?
4. Is Leon County obligated as the Miccosukee Greenway subleasee and land manager to ensure the basic public purpose of a designated Greenway under Chapter 260.012 F.S. to provide the public with safe ingress and egress to and from the Greenway? Please provide cites of statute and / or ordinance in your reply.
5. Four utility and roadway easements were conveyed to the State along with the Greenway property. The design of roadways within these easements are within the purview of Leon County as subleasee and land manager. These easements create potential roadway intersections across the Greenway and through the Canopy Road zone at Dempsey Mayo Road, Edenfield Road, Arendell Road and Miles Johnson Road. Friends contends that these roadways and intersections warrant special regulatory mechanisms where unique conditions are present. What language in the current Canopy Road Ordinance addresses these special regulatory mechanisms? What language is needed to minimize impact on rural vistas along the Canopy Corridor? Why would unsignaled roundabouts be selected as the choice for these unique conditions, when 3 lane conventional intersections with red light crossings are less expensive and safer for pedestrians?
6. The Canopy Road Ordinance provides a Statement of Purpose (10-6.701) to establish special regulatory provisions and overlays. These provisions and overlays are applicable to unique site characteristics and conditions determined to require special protection by the Comprehensive Plan.
  - a. Was this statement of purpose used to review the appropriateness of a roundabout at the intersection of Dempsey Mayo Road and Miccosukee Road in the Canopy Protection Zone?
  - b. What special regulator provisions and overlays have been used in the past to identify unique site characteristics and conditions have been used to determine special protection for road intersections in the Miccosukee Greenway and Canopy Road corridor?
7. Friends of MCRG contend that a “Miccosukee Canopy Road Greenway and Canopy Road Overlay Corridor” amended to the Ordinance would define the special conditions permit reviewers would use to determine appropriate design of roadways and intersections in the Canopy Road Protection Zone. These special conditions would be similar to, but significantly different from, those protecting preservation areas, conservation areas and historic preservation areas. Is not the preservation of the Greenway and Canopy Road Corridor a worthwhile goal to consider a special area of concern? If yes or no, please explain the reason for your interpretation.
8. Friends of the Miccosukee Greenway would like to team with the Canopy Road Citizen’s Committee to evaluate any roadway and roadway intersection in the Miccosukee Greenway and Canopy Road corridor. Is this partnership possible to enact, and how?

We are grateful to the Commissioners and staff who have helped guide through this process and look forward to continuing our collaborative partnership to protect and preserve these valued community resources.

On behalf of our Partners and collaborators, park users and surrounding neighbors . .

With our sincere thanks,

Rob Lombardo, President

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #20**

# Leon County Board of County Commissioners

## Agenda Item #20

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** Full Board Appointments to the Affordable Housing Advisory Committee, the Big Bend Health Council, and the Leon County Educational Facilities Authority

---

|   |  |
|---|--|
| <b>Review and Approval:</b>             | Vincent S. Long, County Administrator      |
| <b>Department/<br/>Division Review:</b> | Ken Morris, Assistant County Administrator |
| <b>Lead Staff/<br/>Project Team:</b>    | Lisa Davis, Agenda Coordinator             |

### **Statement of Issue**

This item seeks the full Board's consideration of the appointment of one citizen, Tee Thompson, to the Affordable Housing Advisory Committee, reappointment of a citizen, Steven Harris, and appointment of two citizens, Jose Carlos Soria and William Wertman, to the Big Bend Health Council, and the reappointment of two citizens, Todd Sperry and Thomas C. Proctor, Jr., to the Leon County Educational Facilities Authority.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Appoint one citizen representing category e., Tee Thompson, to the Affordable Housing Advisory Committee, for the remainder of a three-year term expiring January 31, 2026.
- Option #2: Reappoint one citizen, Steven Harris, and appoint two citizens, Jose Carlos Soria and William Wertman, to the Big Bend Health Council, for two-year terms expiring July 31, 2026.
- Option #3: Reappoint two citizens, Todd Sperry and Thomas C. Proctor, Jr., to the Leon County Educational Facilities Authority for five-year terms expiring July 31, 2029.

## 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:**

#### **Affordable Housing Advisory Committee (AHAC)**

Purpose: The goal of the County’s AHAC is to identify affordable housing incentives and serve as an information resource to help improve affordable housing feasibility. The AHAC reviews the established policies and procedures, ordinances, land development regulations, and adopted comprehensive plan and recommends specific actions or initiatives to encourage or facilitate affordable housing.

As required by the State Housing Initiatives Partnership (SHIP) Program, the AHAC provides an annual report on affordable housing incentives to the Board. Administered by the Florida Housing Finance Corporation, the SHIP Program provides funds to counties to finance and preserve affordable housing based on the locally adopted Local Housing Assistance Plan (LHAP). The SHIP Program targets very-low, low, and moderate-income households.

Composition: Per Section 420.9076 (2), Florida Statutes, the AHAC membership is comprised of at least eight but not more than eleven members, including one County Commissioner, and must consist of **one** representative from at least **six** of the eligibility categories, as follows:

- a. A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b. A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- c. A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- d. A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- e. A citizen who is actively engaged as a for-profit provider of affordable housing.
- f. A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- g. A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- h. A citizen who actively serves on the local planning agency pursuant to section 163.3174, Florida Statutes.
- i. A citizen who resides within the jurisdiction of the local governing body making the appointments.

- j. A citizen who represents employers within the jurisdiction.
- k. A citizen who represents essential service personnel, as defined in the local housing assistance plan.

*(Essential Service Personnel includes teachers and educators; other school district, community college, and university employee; police and fire personnel; health care personnel; skilled building trades personnel; and active U.S. Armed Forces Service Members.)*

Members serve for three year terms, and are limited to three full consecutive terms. Vacancies are filled for the remainder of the unexpired term.

Currently, Commissioner Nick Maddox is serving as the Board’s representative on the AHAC.

Diversity of Current Membership:

| Total Seats | Vacant Seats | Gender                            | Race                   |
|-------------|--------------|-----------------------------------|------------------------|
| 11          | 3            | Female – 3<br>Male - 4<br>N/A – 1 | White – 5<br>Black – 3 |

Vacancies: Ian Waldick served as the Tallahassee-Leon County Planning Commission’s representative on the AHAC until his term expired on June 30, 2024. Mr. Waldick’s former seat will remain vacant until the Planning Commission’s nomination for his replacement is presented for Board approval. AHAC members Mary Williams and Alexandria Currie are no longer serving on the Committee and their terms are set to expire on January 31, 2026.

On June 11, 2024, the Board approved the creation of a new Leon County AHAC membership qualification category specifically for an individual who currently benefits from a rental housing assistance program (such as the Housing Choice Voucher Program), has benefitted from an affordable homeownership program (such as local or state government income-based purchase assistance or home rehabilitation programs), or experienced an eviction within the last 10 years. The addition of a new membership qualification category requires a revision of Chapter 8, Article V, Section 8-156 of the Leon County Code of Laws at a public hearing and a revision to the AHAC’s Enabling Resolution. At its June meeting, the Board also approved the scheduling of the first and only public hearing on September 17, 2024, for formal adoption and to reconcile the AHAC’s governing documents. If approved at the public hearing, interested citizens may begin applying for the newly created membership category on the AHAC, which will subsequently occupy one of the vacant seats. In the interim, the County will be working with such community partners as the Tallahassee Housing Authority and the Tallahassee Lenders’ Consortium to spread awareness of the new membership qualification category to potential applicants.

AHAC membership must be comprised of at least eight but not more than eleven members per Section 420.9076, Florida Statutes, and a minimum of six categories must be represented. The following five categories are currently represented on the AHAC: a., d., f., g., and i. This item recommends an eligible applicant, Tee Thompson, for the unrepresented category of ‘e.’, listed in Table #1. Ms. Thompson’s application and resume is included as Attachment #1.



Table #1. Affordable Housing Advisory Committee

| Vacancy / Category<br><i>term status</i>  | Term<br>Expiration | Eligible Applicant<br>Application Attachment # | Gender-<br>Race                                  | Recommended Action  |
|---|--------------------|--|--|---|
| Vacant<br><i>Category e.: A citizen who is actively engaged as a for-profit provider of affordable housing.</i> | 1/31/2026          | 1. Tee Thompson                                | Female – Native American Indian or Alaska Native | Appoint one eligible applicant for the remainder of the unexpired term ending January 31, 2026. |

**Big Bend Health Council (BBHC)**

Purpose: Provides for local representation in planning and evaluating health needs of a regional 14 county service district.

Composition: 21 members from 14 counties: Bay, Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Leon, Liberty, Madison, Taylor, Wakulla, and Washington. Members serve two-year terms, ending July 31. Pursuant to Section 408.033, Florida Statutes, the members of BBC shall be representatives of health care providers, health care purchasers, and nongovernmental health care consumers, but not excluding elected government officials. A majority of council members shall consist of health care purchasers and health care consumers. The members of the consumer group shall include a representative number of persons over 60 years of age. Leon County has four appointments to the BBHC.

Diversity of Current Membership:

| Total Seats | Vacant Seats | Gender                 | Race                   |
|-------------|--------------|------------------------|------------------------|
| 4           | 0            | Male – 2<br>Female – 2 | White – 3<br>Black – 1 |

Vacancies: All four Board appointed seats representing Leon County have terms expiring on July 31, 2024. Steven Harris is eligible for and seeking reappointment. Mr. Harris’ application, resume and attendance records are included as Attachment #2. This item also recommends appointment of two eligible applicants: Jose Carlos Soria for a vacant health care consumer seat and William Wertman for a vacant health care provider seat. The applications for Mr. Soria and Mr. Wertman are included as Attachments #3 and #4 respectively. The eligible applicants are listed in Table #2.

Table #2 – Big Bend Health Council

| <b>Vacancies</b><br><i>Term Status</i>   | <b>Term Expiration</b> | <b>Eligible Applicants</b><br><i>(Application Attachment #)</i> | <b>Gender - Race</b>      | <b>Recommended Action</b>  |
|--|------------------------|---|---------------------------|--|
| Steven Harris<br><i>Seeking reappointment – served one full term</i>               | 7/31/2024              | 2. Steven Harris<br><i>Health care consumer</i>                 | Male – White              | Reappoint one citizen to the health care consumer seat, for a two-year term expiring July 31, 2026 |
| Wendy Wriggins Ernst<br><i>Not seeking reappointment – served one full term</i>    | 7/31/2024              | 3. Jose Carlos Soria<br><i>Health care consumer</i>             | Male – Hispanic or Latino | Appoint one citizen to the health care consumer seat, for a two-year term expiring July 31, 2026   |
| Nathanial Myers<br><i>Served three full terms – not eligible for reappointment</i> | 7/31/2024              | 4. William Wertman<br><i>Health care provider</i>               | Male – White              | Appoint one citizen to the health care provider seat, for a two-year term expiring July 31, 2026.  |
| Keemasheka T. Jones<br><i>Not seeking reappointment – served two full terms</i>    | 7/31/2024              | No eligible applicants<br><i>Health care provider</i>           |                           |  |

**Leon County Educational Facilities Authority (EFA)**

Purpose: The purpose of the EFA is to assist institutions for higher education in the construction, financing, and refinancing of projects.

Composition: The EFA consists of seven members appointed by the full Board, with each member serving a term of five years. At least one must be a trustee, director, officer, or employee of an institution for higher education. The EFA membership also includes one County Commissioner to serve as the Board’s liaison. Currently, Commissioner Welch serves as the Board liaison on the EFA.

Diversity of Current Membership:

| <b>Total Seats</b> | <b>Vacant Seats</b> | <b>Gender</b>          | <b>Race</b>            |
|--------------------|---------------------|------------------------|------------------------|
| 8                  | 0                   | Female – 1<br>Male – 7 | White – 6<br>Black – 2 |

Vacancies: The term of EFA members Todd Sperry and Thomas Proctor, Jr., expire on July 31, 2024. Both members are seeking reappointment. Mr. Sperry’s application and attendance record are included as Attachment #5. Mr. Proctor Jr.’s application and attendance record are included as Attachment #6. The eligible applicants are listed in Table #3.

Table #3: Leon County Educational Facilities Authority

| <b>Vacancies / Category</b>  | <b>Term Expiration</b> | <b>Eligible Applicants Application Attachment #</b> | <b>Gender-Race</b>   | <b>Recommended Action</b>   |
|--|------------------------|---|----------------------|---|
| Todd Sperry<br>/ Citizen<br><i>Seeking reappointment – served one full term and one partial term</i> | 7/31/2024              | 5. Todd Sperry<br>/ Citizen                         | Male – White         | Reappoint one eligible applicant for a five-year term ending July 31, 2029. |
| Thomas C. Proctor, Jr.<br>/ Citizen<br><i>Seeking reappointment – served two full terms</i>          | 7/31/2024              | 6. Thomas C. Proctor, Jr.<br>/ Citizen              | Male – Not Specified | Reappoint one eligible applicant for a five-year term ending July 31, 2029. |

**Options:**

1. Appoint one citizen representing category e., Tee Thompson, to the Affordable Housing Advisory Committee, for the remainder of the three-year terms expiring January 31, 2026.
2. Reappoint one citizen, Steven Harris, and appoint two citizens, Jose Carlos Soria and William Wertman, to the Big Bend Health Council, for two-year terms expiring July 31, 2026.
3. Reappoint two citizens, Todd Sperry and Thomas C. Proctor, Jr., to the Leon County Educational Facilities Authority for five-year terms expiring July 31, 2029.
4. Board direction.

**Recommendation:**

Options #1, #2, and #3

**Attachments:**

1. Tee Thompson application and resume
2. Steven Harris application and attendance record
3. Jose Carlos Soria application and resume
4. William Wertman application and CV
5. Todd Sperry application and attendance record
6. Thomas C. Proctor, Jr. application and attendance record



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
AFFORDABLE HOUSING ADVISORY COMMITTEE**

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

|                               |   |  |     |
|-------------------------------|---|--|-----|
| <b>Name:</b> Ms. Tee Thompson |   | <b>Date:</b> 6/28/2024 10:13:26 AM                         |     |
| <b>Home Address:</b>          | 4155 Brewster Road<br>Apt. A<br>Tallahassee, FL 32305 | <b>Do you live in Leon County?</b>                         | Yes |
|                               |   | <b>Do you live within the City limits?</b>                 | Yes |
|                               |   | <b>Do you own property in Leon County?</b>                 | Yes |
| <b>Home Phone:</b>            | (850) 888-2075  | <b>Do you own property in the Tallahassee City Limits?</b> | Yes |
| <b>Primary Email:</b>         | tee.thomp7@gmail.com                                  | <b>How many years have you lived in Leon County?</b>       | 30  |

**(EMPLOYMENT INFORMATION)**

|                          |                            |                      |   |
|--------------------------|----------------------------|----------------------|---|
| <b>Employer:</b>         | Nakorza Properties         | <b>Work Address:</b> | 325 John Knox Road<br>C118, Tallahassee, FL 32305 |
| <b>Occupation:</b>       | Executive Property Manager | <b>Work Email:</b>   | nakorza.admn@gmail.com                            |
| <b>Work/Other Phone:</b> | (850) 583-0298             |                      |   |

**(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.

|                  |   |                  |    |             |  |
|------------------|---|------------------|----|-------------|--|
| <b>Race:</b>     | Native American Indian or Alaska Native | <b>Gender:</b>   | F  | <b>Age:</b> |  |
| <b>District:</b> |   | <b>Disabled?</b> | No |             |  |

**(RESUME AND REFERENCES)**

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

|                 |                  |                 |                |
|-----------------|------------------|-----------------|----------------|
| <b>Name:</b>    | Carolyn Cummings | <b>Name:</b>    | Donald Golay   |
| <b>Address:</b> | n/a              | <b>Address:</b> | n/a            |
| <b>Phone:</b>   | (850) 606-5369   | <b>Phone:</b>   | (850) 566-1478 |

**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?\* **No**

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

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

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

**AHAC members must meet one of the membership eligibility criteria as listed below. Please indicate your area of expertise.**

- a. Actively engaged in the residential home building industry in connection with affordable housing.
- b. Actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- c. A representative of those areas of labor actively engaged in home building in connection with affordable housing.
- d. Actively engaged as an advocate for low-income persons in connection with affordable housing.
- e. Actively engaged as a for-profit provider of affordable housing.

Please explain: **Provide affordable housing rental properties**

- f. Actively engaged as a not-for-profit provider of affordable housing.
- g. Actively engaged as a real estate professional in connection with affordable housing.

Please explain: **Real estate agent focused on preserving affordable housing buying opportunities through development and buyer readiness trainings.**

- h. Actively serves on the Planning Commission, the local planning agency pursuant to Section 163.3174, Florida Statutes.
- i. Resides within Leon County
- j. Represents employers within Leon County.
- k. Represents essential services personnel, as defined in the Local Housing Assistance Plan. (Essential Service Personnel are employees or persons whose profession or occupation is considered essential to the community, such as teachers and educators; other school district, community college and university employees; police and fire personnel; health care personnel; skilled building trades personnel and active U.S. Armed Forces service members.)

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

Signature: *Ms. Tee Thompson*

The application was electronically sent: 6/28/2024 10:13:26 AM

# Tee Thompson

Florida | [Tee.Thomp7@gmail.com](mailto:Tee.Thomp7@gmail.com) | (850) 888-2075

*Highly accomplished real estate developer with 10+ years of experience, and a proven track record of managing construction projects, developing and managing mixed-use and transit-oriented properties all while reducing construction costs. Ability to travel to perform weekly construction site visits.*

- Proven track record of success in driving revenue growth, increasing asset value, and building strong relationships with stakeholders.
- Exceptional written and verbal communication skills with corporate team members, field-level operators, and contractors.
- Ability to supervise, provide support and multitask to cross train team members.
- Ability to support managers with the management of documentation of project-related material (i.e., bid documents, project trackers, invoices/draw requests, notices of construction progress, closeout documents, warranty inspections, etc.).
- Lead large-scale commercial building and renovations. Adept at coordinating with consultants and cross-functional teams to ensure quality on-time delivery.

## **Construction Management Completed Project History**

|  |        |                               |      |
|--|--------|-------------------------------|------|
| Huffman and Co. <i>Stadium Enclave</i>       | \$55M  | Final Construction Contractor | 2018 |
| North American Properties, <i>Assemblage</i> | \$65M  | Final Construction Contractor | 2019 |
| North American Properties, <i>Cascade</i>    | \$150M | Final Construction Contractor | 2021 |

## **Professional Experience**

|  |                |
|--|----------------|
| <i>AACP, Contract Manager</i>  | 2014 – 2021    |
| <i>North American Properties (Contracted), Project Manager</i>                     | 2019 – 2021    |
| <i>Keller Williams Town and Homes, Real Estate Sales &amp; Housing Development</i> | 2020 – Present |
| <i>Nakorza Properties, Principal Real Estate Advisor</i>                           | 2021 – Present |

## **Contract Management**

AACP LLC:

- Awarded over 5.5 million in construction contracts, overseeing the production of proposals and bidding applications.
- Ensured accurate and timely billing following AIA guidelines for contract construction progress payments.
- Drafted solicitation documents and managed the project bidding process for 7 figure renovation projects. Procuring 20+ qualified, insured subcontractors.
- Proficient in project cost estimating cost.

## **Property Management**

Nakorza Properties LLC:

- Managed documentation for remodels, capital improvements, and project budgeting processes.
- Established and maintained good working relationships with customers, vendors and internal associates.
- Created propitiatory forms that accurately monitored our company’s debt to income ratio increase funding approval by 48%

## **Construction Management and Housing Development**

### ***AACP LLC:***

- Lead support to the development of a mixed-use property with 700+ residential units and 1.5 Million + square feet of commercial space.
- Oversaw a final construction crew of 12+ team members assisting the construction manager with the execution of commercial mix use valued at \$500 Million +
- Managed \$1.5M of construction building materials onsite, precise inventory and distribution of supplies to appropriate subcontractors.
- Successfully managed final construction vendors on \$150M project of 120 unit Mixed used building Completed work in a six week period, exceeding expressed deadlines and awarded additional services.

### ***Nakorza Properties LLC:***

- Identified more accurate tenant target base which decreased vacancies and increased length of tenancy.
- Increased property value by 25% through strategic marketing and tenant retention strategies.
- Direct execution of successful vendorization to federal affordable housing programs for low-income families and veterans. Creating a new steady stream of rental income for the business.
- Granted over six figures of grant funding from the City of Tallahassee to renovate affordable housing projects within Community Redevelopment Agency (CRA) zones.

## **Education**

|   |      |
|---|------|
| <i>Florida A&amp;M University</i> – <b>Bachelor of Science (BS) in Psychology</b>                         | 2009 |
| <i>Leon Advocacy and Resource Center Inc.</i> – <b>Supported Living Coach State Certification</b>         | 2012 |
| <i>The Real Estate School</i> – <b>License Florida Realtor</b>  | 2019 |
| <i>Jim Moran Institute for Global Entrepreneurship</i> – <b>Small Business Executive Program Graduate</b> | 2020 |
| <i>FAMU School of Architecture</i> – <b>Construction Engineering, (BS) — In Pursuit</b>                   | 2024 |
| <b>Builders License</b> – In Pursuit  | 2021 |

## **Professional Organizations**

National Association of REALTORS®  
National Association of Women in Construction  
Tallahassee Board of Realtors®  
TBR – Equal Opportunity Committee Member

## **Skills Highlights**

Proficient in Microsoft Office, Excel, and PowerPoint, Asana, computer skills, project management





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
BIG BEND HEALTH COUNCIL**

**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.**

|   |   |  |     |
|---|---|--|-----|
| <b>Name:</b> Dr. Steven Lewis Harris MD |   | <b>Date:</b> 4/30/2024 2:15:06 PM                          |     |
| <b>Home Address:</b>                    | 7585 Old Saint Augustine Rd<br>Tallahassee, FL 32311-9126 | <b>Do you live in Leon County?</b>                         | Yes |
| <b>Home Phone:</b>                      | (850) 999-1227  | <b>Do you live within the City limits?</b>                 | No  |
| <b>Primary Email:</b>                   | harris_steve@yahoo.com                                    | <b>Do you own property in Leon County?</b>                 | Yes |
|   |   | <b>Do you own property in the Tallahassee City Limits?</b> | No  |
|   |   | <b>How many years have you lived in Leon County?</b>       | 13  |

**(EMPLOYMENT INFORMATION)**

|                          |   |                    |  |
|--------------------------|---|--------------------|--|
| <b>Employer:</b>         | Retired (Florida Department of Health)                              | <b>Work</b>        |  |
| <b>Occupation:</b>       | Physician (Former Interim State Surgeon General, FL Dept of Health) | <b>Address:</b>    |  |
| <b>Work/Other Phone:</b> |   | <b>Work Email:</b> |  |

**(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.

|                  |            |                  |    |             |    |
|------------------|------------|------------------|----|-------------|----|
| <b>Race:</b>     | White      | <b>Gender:</b>   | M  | <b>Age:</b> | 71 |
| <b>District:</b> | District V | <b>Disabled?</b> | No |             |    |

**(RESUME AND REFERENCES)**

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

|                 |  |                 |  |
|-----------------|--|-----------------|--|
| <b>Name:</b>    | Robert Thompson MPH  | <b>Name:</b>    | Wendy Wriggins Ernst, Big Bend Health Council Member (Leon County) |
| <b>Address:</b> | Executive Director, Big Bend Health Council<br>PanCare of Florida<br>403 E. 11th Street, Panama City, FL 32401 | <b>Address:</b> | Tallahassee Community College<br>Email: evenstar97@hotmail.com     |
| <b>Phone:</b>   | (850) 747-5599   | <b>Phone:</b>   |  |

**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 have been pleased to serve on the Big Bend Health Council, representing Leon County, since 2022. During that time, I have attended every Health Council meeting and have contributed meaningfully throughout my tenure. I hope the County Commission will honor me by re-appointing me to a second term.

**(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? **Big Bend Health Council**

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

If Yes, on what Committee(s) have you served? **Big Bend Health Council**

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 listed below. Please indicate which category you would represent.

- Health Care Provider
- Health Care Purchaser
- Non-Governmental Health Care Consumer

The members of the consumer group shall include a representative number of persons over 60 years of age.

Are you 60 years of age or older? **Yes**

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

Signature: *Dr. Steven Lewis Harris MD*

The application was electronically sent: 4/30/2024 2:15:06 PM

**Steven L Harris, MD, MSc**  
7585 Old Saint Augustine Rd  
Tallahassee, FL 32311  
Voice: 850.999.1227  
Mobile: 214.228.5450  
Email: [harris\\_steve@yahoo.com](mailto:harris_steve@yahoo.com)

Country of citizenship: United States of America

## **WORK EXPERIENCE**

- **Recharge, re-create, & refresh** 03/2016 – present  
Tallahassee, FL
- **City of Houston Health Department** 11/2014 – 02/2016  
Houston, TX

### **Chief Physician & Deputy Health Authority**

As Deputy Health Authority, served as a State official in relation to state laws and regulatory agencies. Provided medical supervision and direction of epidemiologic and clinical staff, including physicians, nurse practitioners and registered nurses, as well as consultation for allied health professionals and non-medical staff. Supervised, evaluated and instructed clinic physicians and nurse practitioners. Developed, reviewed and updated standing orders, medical protocols, and division policies and procedures as required. Planned, designed and implemented medical quality improvement activities. Participated in community public health activities. Provided medical consultation for Division program managers and administration managers and directed patient care. Served as Medical Director of Houston City Jail and medical liaison for other agencies or medical facilities. Planned and conducted continuing medical education; conducted regular administrative meetings for problem resolution. Appointed by County Judge to Houston-Area Ryan White HIV Planning Council; member, Comprehensive HIV Planning Committee. Chair, HDHHS Research Misconduct Committee. Member: Quality Improvement Council; Pharmacy & Therapeutics Committee; US DHS BioWatch Advisory Committee, Houston Radiological/Nuclear Detection Program Working Group.

- **Sabbatical** 04/2014 - 10/2014  
Served as caregiver to parent for end-of-life care.
- **United States Coast Guard** 10/2013 – 04/2014  
Martinsburg, WV  
Grade Level: GS 0602 - 14

### **Medical Officer, Designated Medical Examiner (DME) Program Manager**

Located in the Medical Evaluation Division of the Coast Guard's National Maritime Center (NMC), the DME Program Manager is responsible for the establishment and maintenance of a nationwide network of Coast Guard-certified medical examiners with authority to make determinations of medical suitability for merchant mariner applicants. As the DME Team Lead, ensured consistency of agency medical evaluations conducted by those trained and certified examiners, and is a medical subject matter expert for the agency. Responsible for the quality improvement program for medical staff. Oversaw the development of and implementation of rules, regulations, guidance, and policy relative to the DME program. Provided official agency response to Congressional and other public inquiries and provided consultative services to occupational medicine physicians conducting merchant mariner physical examinations. Testified as an expert witness for the agency at hearings and in civil court cases. Provided professional analysis for marine casualty reports when there was an indication of medical incompetence. Maintained close liaisons with other transportation agencies (FAA, NTSB, DOT, etc).

- **Florida Department of Corrections** 8/2012 – 10/2013  
Tallahassee, FL

### **Deputy Assistant Secretary for Health Services/ Director of Medical Services**

Requested by Executive Office of the Governor to transfer to Florida Department of Corrections to assist in privatization of correctional health services. The Deputy Assistant Secretary/Director of Medical Services in the Office of Health Services is responsible for providing assistance in the direction and coordination of a comprehensive healthcare program for 100,000+ inmates of the department. Provided oversight of the statewide utilization management program. Identified cost improvement initiatives, training needs, etc. Provided oversight of the quality management program, including utilization management, infection control, mortality review, risk management, credentialing, peer review, and healthcare provider education. Provided clinical support and direction to regional medical executive directors and the hospital executive medical director. Developed standards, procedures, and guidelines for health services programs and facilities. Served as clinical liaison with FL Department of Health and county health departments. Served as Physician Advisor for Utilization Management, reviewing all consults and admissions. Served as Physician Mentor for Infection Control policies and procedures, including employee Occupational Medicine programs. Served as principal clinical advisor to the Assistant Secretary for Health Services. Provided direct supervision to nine professional staff, including Regional Medical Executive Directors, registered nurses (QM, UR, infection control, mortality review), and support staff.

- **Florida Department of Health** 8/2011 – 8/2012  
Tallahassee, FL

**Interim State Surgeon General / Deputy Secretary for Health / Director, Office of Minority Health**

Appointed by Gov Rick Scott as Interim State Surgeon General , March – May 2012. In this role, headed the Florida Department of Health and its 18,000 employees with an annual budget of approximately \$3.1 billion. The Deputy Secretary for Health provides oversight of the divisions of Disease Control, Emergency Medical Operations, Environmental Health, and Family Health Services as well as the offices of Health Statistics and Assessment and Public Health Nursing and the bureaus of Statewide Pharmaceutical Services and Laboratory Services and the 67 County Health Departments (span of control of 15,000 FTEs). The Deputy Secretary for Health also serves as the Director of the Office of Minority Health and is responsible for the daily operations of that Office. The Deputy is a member of the Executive Management Team and assists with the planning, direction, evaluation, supervision, and administration of public health programs supported by the Department to ensure provisions of quality public health services meet the interest and needs of Florida's citizens and visitors. Appointed by the Governor to Council for the Deaf and Hard of Hearing, Feb 2012. Appointed by Attorney General to Statewide Task Force on Prescription Drug Abuse & Newborns, April 2012.

- **Dallas County Health & Human Services Department** 9/2010 - 8/2011  
Dallas, TX

**Health Authority / Medical Director**

Directed the overall health activities of the department with approximately 350 FTEs, and served as the City and County Health Authority to protect the public health as mandated by law to prevent and control the spread of communicable diseases. Jurisdiction for a population of 2.3 million. Planned the direction of physician services with regards to policy and procedures; and worked closely with the organizations, institutions, agencies, individuals and news media with respect to appropriate release of health related information. Served as an official of the State in relation to state laws and regulatory agencies. Served as a physician for one or more public health programs. Supervised physicians and served as a Public Health Authority. Reviewed and authorized Medicaid/Medicare reimbursements. Appointed to Ryan White HIV Planning Council; member, Planning & Priorities Committee. Appointed to Dallas County Medical Society Task Force on Mass Critical Care; Community Emergency Response Committee. Co-Chair, North Central Texas BioWatch Advisory Committee. Member, Dallas Regional Chamber Health Care Committee.

- **Centers for Disease Control & Prevention 4/2009 – 8/2010**

Port au Prince, HAITI

Grade Level: GS 0602 - 15

**Country Director, CDC - Haiti**

As Country Director for the CDC-Haiti program, managed the President's Emergency Plan for AIDS Relief (PEPFAR) program for Haiti as well as the CDC public health emergency response and rebuilding effort as a result of the January 2010 earthquake. Oversaw a staff of 40 US direct-hires, Personal Services Contractors (PSC), and Locally Employed Staff (LES), plus responsible for 10-15 TDY staff. Managed an overall program budget of \$125M annually. USG representative to the Government of Haiti, other US government agencies (including State Department, USAID, DoD, DHS), non-governmental organizations, and local indigenous organizations. Served as Program Director for all Global AIDS Program (GAP) activities. Initiated, conducted and coordinated complex HIV/AIDS medical epidemiologic program activities concerned with the reduction of HIV transmission. Planned, developed, implemented, evaluated and reported on project goals and objectives through the Country Operational Plan (COP). Coordinated all scientific activities and provided leadership, direction and support to the efforts of the staff. Designed and oversaw implementation of targeted evaluations of new and ongoing HIV/AIDS prevention, care and/or treatment initiatives. Developed protocols, analyzed study data through statistical methods, disseminated study results through scientific journals, periodic reports and public presentations. Provided leadership, direction and technical expertise to universities, medical institutions, non-governmental organizations, the Ministry of Public Health and other participating agencies. Represented GAP, CDC, and the US Government at a variety of international forums with key US constituencies. Served as primary liaison with the Ambassador as representative of the Office of Global AIDS Coordinator (OGAC) for all PEPFAR issues. Member of Embassy Country Team; Emergency Operations Committee; Housing Board. Possessed Top Secret clearance and Diplomatic Passport.

- **United States Department of Defense, USMEPCOM 8/2007 - 4/2009**

North Chicago, IL

Grade Level: YG-02

**Western Sector Branch Chief**

As Western Sector Branch Chief, served as the Regional Medical Director for 31 Military Entrance Processing Stations (MEPS) located west of the Mississippi River for the US Military Entrance Processing Command (USMEPCOM). Ensured that applicants for military service are processed in accordance with DOD regulations. Ensured that practitioners at each MEPS facility are credentialed, in good standing, and abide by USMEPCOM policy (31 medical officers and 150 fee-basis physicians). Provided advice and guidance to the Western Sector and MEPS staff. Reviewed complex medical waiver issues with military service waiver authorities. Developed medical policy, initiatives, and

implementation guidance. Served as the Western Sector Commander's senior Special Staff Officer for technical advice and guidance regarding medical processing operations in the MEPS. Conducted MEPS medical section reviews and provided Chief Medical Officer training and certification/recertification. Conducted medical case reviews, analyses, and investigations. Developed and presented medical briefings at conferences and meetings. Conducted physician interviews and made recommendations to the hiring authority. Served as a MEPS Chief Medical Officer on an as-needed basis. Supervised Branch Medical Management Analysts (GS-11 level employees). Provided management oversight to CME conferences. Served on the USMEPCOM Credentials Committee. Possessed Secret Security Clearance. Possessed Official US Passport.

- **Centers for Disease Control & Prevention** 2/2005 - 8/2007  
Houston, TX  
Grade Level: GS 0602 - 14

#### **Quarantine Medical Officer**

Medical Officer for the CDC/Houston Quarantine Station in the Division of Global Migration and Quarantine, Quarantine and Border Health Services Branch. Jurisdiction for the international airports in Oklahoma and east Texas and the seaports in Texas. Worked closely with international, Federal, State, and local partners, including US Customs & Border Protection, US Fish & Wildlife Service, US Coast Guard, FBI, ICE, World Health Organization, CSTE, NACCHO, ASTHO, state and local health departments. Liaison to DGMQ Zoonoses Team and Travelers' Health Team; Quarantine Training & Education Team Medical Officer. Awarded Certificate of Appreciation in response to outbreak of Marburg in Angola. Received cash award for work on QARS Workgroup, 2005. Awarded Certificate of Appreciation by the US Food & Drug Administration for investigation of foodborne illness outbreak aboard a Mississippi River riverboat.

- **San Jose State University** 7/2003 - 10/2004  
San Jose, CA

#### **Director, Student Health Services**

Director of Student Health Center at major metropolitan university with 30,000 students and 3,000 faculty and staff. Oversight of ambulatory outpatient health care facility on campus, with budget of \$5.3M and 50 FTEs. Campus public health officer, coordinator of campus emergency medical care, consultant to Human Resources Service Group for employee health issues. Direct supervision of 50 physicians, NPs, nurses, laboratory, x-ray, and clerical support staff. Chair: Continuous Quality Improvement Committee, Infection Control Committee. Member: School of Nursing Advisory Board, Disability Resource Center Advisory Board, School of Health Sciences Advisory Group, Student Affairs Management Team.

- **Massey University** 10/2002 - 6/2003  
Palmerston North, NEW ZEALAND

#### **Medical Officer**

*Locum tenens* as Medical Officer in Student Health Center at New Zealand's largest university. Provided primary health care to students, staff, and faculty. Team member with other University officials in response to SARS.

- **Austin/Travis County Health & Human Services Department** 9/1997 - 10/2002  
Austin, TX

#### **Health Authority, City of Austin & Travis County**

Health Authority for Austin and Travis County, TX, and Chief Medical Officer for the Austin/Travis County Health & Human Services Department (ATCHHSD). Jurisdiction for a population of 830,000. Medical oversight of public health programs, health planning for an \$80M agency with 600 FTEs. Supervised epidemiologist, nursing, support staff. Laboratory Medical Director. Supervised Family Medicine, Pediatrics, and Internal Medicine residents from Austin Medical Education Program. Key role in strategic planning, budgeting, daily operations. Executive Sponsor: Austin Community Wellness & Prevention Consortium. Chair, Infection Control Committee. Member: Executive Leadership Team, Lead Poisoning Prevention Team, Waterborne Disease Response Team, Health Partnership 2010, Austin Interagency School Health Collaboration, Community Action Network, Indigent Care Collaboration, Joint Terrorism Task Force.

- **Texas Department of Criminal Justice** 5/1994 - 9/1997  
Huntsville, TX

#### **Director of Preventive Medicine**

Director of Preventive Medicine for the second-largest prison system in the U. S, with 147,000 inmates housed in 125 prison units statewide, and 50,000 employees. Oversight of all public health, infection control, and employee health programs for the agency. Responsibilities: health services policies, procedures; strategic planning; budget development and implementation; auditing; and directing daily operations. Direct supervision of central office public health advisors and clinical supervision of 125 Coordinators of Infectious Disease nurses at prison units across the State. Assistant Clinical Professor of Emergency Medicine, University of Texas Medical Branch at Galveston. Attending physician in the UTMB Hospital emergency department. Chair, Infection Control Committee. Member: Quality Improvement Committee, Continuing Medical Education Committee, Managed Healthcare Advisory Committee Health Care Review Board, Pharmacy & Therapeutics Committee, Chair, HIV Subcommittee. Member: Physician Peer Review Board, Prison Hospice Task Force.



- **Defense Nuclear Agency, United States Department of Energy** 10/1993 - 1/1994  
Johnston Atoll, APO, AP

**Consultant**, Raytheon Services Nevada

Developed clinic policies and procedures, quality assurance plan, and established peer review activities for island medical clinic serving 1200 contractors and US military active duty troops working with US chemical weapons stockpile. Received training from USAMRIID in medical management of chemical casualties.

- **Harvard Medical School & Boston University School of Medicine** 9/1992 - 9/1993  
Boston, MA

**Faculty Preceptor and ACLS Instructor**

Faculty Preceptor in Patient-Doctor II program at Harvard Medical School and in Introduction to Clinical Medicine program at Boston University School of Medicine. Preceptor for Primary Care Internal Medicine Residency and ACLS Instructor, Beth Israel Hospital Boston.

- **California State University, Los Angeles** 9/1988 - 9/1992  
Los Angeles, CA

**Medical Director, Student Health Center**

Medical Director of large, inner-city metropolitan University Student Health Center, serving 25,000 students, faculty, and staff. Supervised physicians, PAs, NPs, lab, x-ray, and pharmacy staff. Served as consultant to HR Management for occupational health issues. Campus emergency coordinator. Active in strategic planning, budgeting, hiring. Provided clinical care to students, faculty, and staff. Assistant Clinical Professor of Family & Emergency Medicine, University of Southern California School of Medicine, LAC+USC Medical Center, 1988-92. Taught *Introduction to Clinical Medicine* to second-year students at USC School of Medicine plus emergency department preceptor. Earned MSc Degree in Healthcare Management during tenure at Cal State LA.

- **Medical Center of West Hollywood** 12/1982 - 9/1988  
Los Angeles, CA

**Medical Director**

Medical Director of urgent care center. Provided urgent care and primary medical care to patients. Provided HIV care at onset of AIDS epidemic. Participant in numerous AIDS clinical trials as sub-investigator, co-investigator, or principal investigator. Supervised physician, nursing, and clerical support staff. Member: Immune Suppression Unit

Organizing Committee, Midway Hospital Medical Center. Medical Staff Secretary-Treasurer, West Hollywood Hospital (1985-86). Chair, Quality Assurance & Utilization Review Committee, West Hollywood Hospital. Member, Emergency Services & Infection Control Committees, Midway Hospital Medical Center. Chief of Medical Staff and CMRI Physician Advisor, West Hollywood Hospital (1987-88).

- **Daniel Freeman Memorial Hospital** 7/1980 - 1/1983  
Inglewood, CA

**Staff Physician, Emergency Department**

Staff physician in busy, inner-city emergency department, serving 36,000 patient visits yearly. Supervised emergency medicine residents from King/Drew Postgraduate Medical School. Taught at Daniel Freeman Paramedic Training Institute. ACLS Instructor. Provided direct patient care to high trauma, high acuity patient mix.

**EDUCATION**

**California State University, Los Angeles**

Los Angeles, CA

45 Quarter Hours

Major: Health Care Management

GPA: 4.0 out of 4.0

Master of Science Degree (MSc), Healthcare Management awarded, August 1991.

**University of Texas Medical School at San Antonio**

San Antonio, TX

Pass/Fail System

Doctor of Medicine (MD) Degree awarded, May 1977.

**Washington University**

St Louis, MO

120 Semester Hours

Major: Biology/French

Bachelor's Degree (A. B.) in Biology and French awarded, May 1973.

**Hillcrest High School**

Dallas, TX

GPA: 4.0 out of 4.0

High school diploma awarded, May 1970. Graduated 1st of 620 students.

## JOB RELATED TRAINING

- Residency in Emergency Medicine, PGY-3, Martin L. King General Hospital, Drew Postgraduate Medical School, Los Angeles, CA, 1979-1980. Elected Chief Resident.
- Residency in Emergency Medicine, PGY-2, University Hospital of Jacksonville, Jacksonville, FL, 1978-1979.
- Flexible Internship, PGY-1, San Joaquin General Hospital, Stockton, CA, 1977-1978.

## LANGUAGES

- **French**  
Spoken/Written/Read: Intermediate
- **Spanish**  
Spoken: Intermediate  
Written/Read: Novice

## PROFESSIONAL PUBLICATIONS

Magloire R, Mung K, **Harris S**, et al, "Launching a National Surveillance System After an Earthquake—Haiti, 2010," **MMWR**, Vol 59, No 30, Aug 6, 2010, 933-938.

Importation of dogs into the United States: risks from rabies and other zoonotic diseases, *Zoonoses and Public Health*, doi: 10.1111/j.1863-2378.2008.01117.x  
J. H. McQuiston<sup>1</sup>, T. Wilson<sup>1</sup>, **S. Harris**<sup>1</sup>, R. M. Bacon<sup>1</sup>, S. Shapiro<sup>1</sup>, I Trevino<sup>2</sup>, J. Sinclair<sup>1</sup>, G. Galland<sup>1</sup> and N. Marano<sup>1</sup>

<sup>1</sup> Division of Global Migration and Quarantine, Centers for Disease Control and Prevention (CDC), 1600 Clifton Rd, Atlanta, GA 30333, USA

<sup>2</sup> Office of Career and Workforce Development, Epidemiology Program Office, Centers for Disease Control and Prevention (CDC), 1600 Clifton Rd, Atlanta, GA 30333, USA

Persistent Gastroenteritis Outbreak Due to New Variant Norovirus Spanning Multiple Cruises of a Domestic Riverboat and Affecting On-Shore Contacts — Ohio and Mississippi Rivers, 2006 A. Sheth<sup>1</sup>, G. Ewald<sup>1</sup>, K. Kornlyo<sup>1</sup>, K. Fleming<sup>1</sup>, T. Allen<sup>1</sup>, M. Menon<sup>1</sup>, **S. Harris**<sup>1</sup>, N. Seerpi<sup>2</sup>, M. Sears<sup>2</sup>, J. Vinjé<sup>1</sup>, J. Sobel<sup>1</sup>, and the Riverboat Outbreak Investigation Team; <sup>1</sup>Centers for Disease Control and Prevention, Atlanta, GA, <sup>2</sup>Green River District Health Department, Owensboro, KY.

Smith, M, Bergmann, J, **Harris, S**, and Woods, G, "Evaluation of the Roche AMPLICOR MTB Assay for the Detection of Mycobacterium tuberculosis in Sputum Specimens from Prison Inmates," *Diagnostic Microbiology & Infectious Disease*, Jan 1997.

Bergmire-Sweat, D, Barnett, B, **Harris, S**, Taylor, J, and Mazurek, G, "Tuberculosis Outbreak in a Texas Prison-1994," *Epidemiology and Infection*, 117, 485-492, Dec 1996.

Woods, G, **Harris, S**, and Solomon, D, "Tuberculosis Knowledge and Beliefs Among Prison Inmates and Lay Employees," *Journal of Correctional Healthcare*, Aug 1996.

Guest Editor, *Clinical Infectious Diseases*, Los Angeles, CA, 1996.

**Harris, S**, and Diggs, C, "Issues in Ethnically & Culturally Underrepresented Students," *Principles and Practices of Student Health*, K Patrick, MD, MS, Ed, Third Party Publishing Co, Oakland, CA, 1992.

**Harris, S**, "A Study of Internal Jugular v Subclavian Venous Catheterization," Senior Resident Research Paper, MLK/Drew Postgraduate Medical School, June 1980.

**Harris, S**, Washington University Department of Sociology, and WU School of Medicine, Department of Physical Therapy & Rehabilitation, St Louis. "The Patient and Rehabilitation: A Study of Health Care Delivery in St Louis," senior field study project, 1973.

#### **ADDITIONAL INFORMATION:**

##### **LICENSURE:**

- State of CA (C-38229)
- State of FL (ME-32758)
- State of TX (E-8539)
  
- FLEX Examination, State of Texas, passed
- National Medical Board Examinations, Parts I and II: passed.
- US Drug Enforcement Administration

##### **CERTIFICATIONS:**

- Re-certification, American Board of Emergency Medicine
- Board-certified, American Board of Medical Management
- Board-certified, American Board of Emergency Medicine
- Certification in Basic Life Support & Advanced Cardiac Life Support (ACLS)

##### **ACADEMIC AWARDS, HONORS, SCHOLARSHIPS:**

- Secretary of State Distinguished Honor Award for Haiti earthquake emergency medical leadership, presented by Secretary Hillary Clinton.
- Selected, *Who's Who in America*.
- Selected, *Who's Who in Science and Engineering*.

- Examiner, American Board of Medical Management.
- Selected, *Who's Who Among Rising Young Americans*.
- Elected Fellow, American College of Emergency Physicians.

**SCIENTIFIC AND MEDICAL RESEARCH EXPERIENCE:**

- Principal Investigator, Rifabutin IND Protocol
- Principal Investigator, Dideoxyinosine IND Protocol
- Co-investigator, D4T Investigational New Drug (IND) Protocol
- Co-investigator, Fluconazole IND Protocol
- Sub-investigator, Azidothymidine IND Protocol

**AWARDS & RECOGNITION @ Centers for Disease Control & Prevention (CDC):**

- Secretary of State Distinguished Honor Award for Haiti earthquake emergency medical leadership.
- Certificates of Appreciation: National Guard Bureau, Bell County Public Health District, Area Maritime Security Committee, DGMQ-for preparedness planning and for QARS and MOATS Development
- CDC NCID Honor Award Certificate
- Letters of Appreciation: Southern California Safety Institute, Lower Rio Grande Valley Development Council, Federal Security Director, DFW TSA; Director CCID and Director, DVRD/NCZVED

**AWARDS & RECOGNITION @ Department of Defense (DoD):**

- Achievement Medal for Civilian Service.
- Joint Meritorious Unit Award.

Invited presenter at local, regional, statewide, national, and international meetings.

### ***Big Bend Health Council Attendance Report***

**Committee Name:** Big Bend Health Council  
**Committee Staff Contacts:** Robert Thompson

**Committee Member:** Harris MD, Steven Lewis

| 07/17/2023 | 04/18/2023 | 07/18/2023 | 10/17/2023 | 05/21/2024 |
|------------|------------|------------|------------|------------|
| X          | X          | X          | X          | X          |

NO MEETINGS HELD DURING 2022

- X – Member in attendance.*
- A – Member absent*
- A/E – Member absent/excused*
- MC – Meeting cancelled*
- TE- Term Expired*



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
BIG BEND HEALTH COUNCIL**

**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.**

|                                    |   |  |     |
|------------------------------------|---|--|-----|
| <b>Name:</b> Mr. Jose Carlos Soria |   | <b>Date:</b> 9/12/2023 12:27:53 PM                         |     |
| <b>Home Address:</b>               | 2922 Miccosukee Road<br>Apartment 6A<br>Tallahassee, FL 32308 | <b>Do you live in Leon County?</b>                         | Yes |
| <b>Home Phone:</b>                 | (239) 222-2033  | <b>Do you live within the City limits?</b>                 | Yes |
| <b>Primary Email:</b>              | cfs06f@gmail.com  | <b>Do you own property in Leon County?</b>                 | No  |
|                                    |   | <b>Do you own property in the Tallahassee City Limits?</b> | No  |
|                                    |   | <b>How many years have you lived in Leon County?</b>       | 14  |

**(EMPLOYMENT INFORMATION)**

|                          |                  |                      |  |
|--------------------------|------------------|----------------------|--|
| <b>Employer:</b>         | Big Bend Hospice | <b>Work Address:</b> | 1723 Mahan Center Boulevard<br>Tallahassee, FL 32308 |
| <b>Occupation:</b>       | Social Worker    | <b>Work Email:</b>   | jcsoria@bigbendhospice.org                           |
| <b>Work/Other Phone:</b> | (850) 688-0441   |                      |  |

**(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.

|                  |                    |                  |    |             |    |
|------------------|--------------------|------------------|----|-------------|----|
| <b>Race:</b>     | Hispanic or Latino | <b>Gender:</b>   | M  | <b>Age:</b> | 35 |
| <b>District:</b> | District I         | <b>Disabled?</b> | No |             |    |

**(RESUME AND REFERENCES)**

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

|                 |  |                 |   |
|-----------------|--|-----------------|---|
| <b>Name:</b>    | Kara Walker                              | <b>Name:</b>    | Mandi Cohen                               |
| <b>Address:</b> | 14 Linda Street, Crawfordville, FL 32327 | <b>Address:</b> | 2466 Goldenrod Way, Tallahassee, FL 32311 |
| <b>Phone:</b>   | (850) 938-7088                           | <b>Phone:</b>   | (847) 409-5115                            |

**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 listed below. Please indicate which category you would represent.

- Health Care Provider
- Health Care Purchaser
- Non-Governmental Health Care Consumer

The members of the consumer group shall include a representative number of persons over 60 years of age.

Are you 60 years of age or older? **No**

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

Signature: *Mr. Jose Carlos Soria*

The application was electronically sent: 9/12/2023 12:27:53 PM



# Jose Carlos Soria

(239) 222-2033 jcsoria@bigbendhospice.org 2922 Miccosukee Road, Apt. 6A, Tallahassee, FL 32308

## EDUCATION

### Master of Science in Social Work – Florida State University – 2014

- Secretary of the Association of Student Social Workers
- Member of Golden Key Club
- Recipient of the Herndon Geriatric Program Award

### Bachelor of Science in Psychology – Florida State University – 2010

- Minor in French
- Member of Phi Eta Sigma, National Honor Society
- Member of the National Society of Collegiate Scholars

## PROFESSIONAL EXPERIENCE

### Big Bend Hospice

#### Diversity, Equity & Inclusion Specialist: Tallahassee, FL

**December 2022-Present**

- Communicates DEI services offered by Big Bend Hospice to all communities and staff in all the service areas.
- Participates in the training and education of both staff and communities in subject matters related to DEI.
- Serves as liaison between The Director of DEI and community groups, organizations and civic matters related to diversity, equity and inclusion.
- Provides advise and ideas to the Director of DEI on matters of equity, equality, affirmative action, diversity, and BLM in BBH service area.
- Develops cultural relationships and provides education and training to all BBH.
- Creates a healthy awareness of hospice among diverse communities in service area.
- Works with all communities in all counties to establish strong positive relationships and better access to all BBH services.
- Works with the BBH Community Relations and Teams in the development of strategic relationships.
- Cultivates and contribute to the initiatives developed for the DEI Department.

#### Volunteer Coordinator: Tallahassee, FL

**March 2022-December 2022**

- Recruited, trained and supervised volunteers who support the mission of Big Bend Hospice.
- Monitored volunteer assignments, evaluated performances, provided ongoing training, and assisted in creating volunteer recognition opportunities.
- Served as liaison between volunteers, staff, and the community at large.

#### Grief and Loss Counselor: Tallahassee, FL

**October 2020-March 2022**

- Provided grief counseling and support within the community and initiates case management interventions necessary for resolving issues.
- Provided grief support, education, consultation and training as requested from internal and external sources on grief issues.
- Developed, planned and evaluated grief support services for people in the community.
- Conducted ongoing assessment and follow-up of client needs within the setting assigned.
- Demonstrated creative critical thinking and problem solving.
- Maintained all documentation in relation to the program interventions and according to Big Bend Hospice standards.
- Acted as agency liaison within the community for the purpose of scheduling and facilitation of groups and other events.

#### Social Worker: Tallahassee, FL

**November 2019-October 2020**

- Provided psychosocial assessments to support the expressed wishes of patients/families and identified unanticipated needs to help patients/families make informed decisions.
- Empowered patients and families through the provision of education related to end-of-life care, advanced directives, long-term care planning, safety, and financial benefits for which a patient or caregiver may be entitled.
- Engaged with members of the interdisciplinary team to facilitate optimal patient and family coordination of care.

#### **Florida Department of State, Division of Elections**

**Regulatory Specialist:** *Tallahassee, FL*

**February 2018-October 2019**

- Processed all candidate, political committee, and electioneering communications organization (ECO) forms when they registered with the State. These forms included, but weren't limited to: DS-DE 9, DS-DE 83, DS-DE 84 for candidates, DS-DE 103 for ECOs, and DS-DE5, DS-DE 6, and DS-DE 41 for political committees.
- Assisted candidates, political committees, and ECO with filing campaign finance reports to ensure efficient and accurate information.
- Assisted with any internal and external inquiries by answering questions by phone and on the Help Desk to ensure correct information was provided.

**OPS (Other Personal Services) Coordinator:** *Tallahassee, FL*

**October 2017-February 2018**

- Created credible and reliable case files by comparing and analyzing voter demographic information in FVRS (Florida Voter Registration System) with other approved sources in order to determine if potential matches were valid or invalid registered voters.

#### **Youth Villages**

**Bilingual Family Intervention Specialist:** *Knoxville, TN*

**July 2016-July 2017**

- Implemented treatment via family sessions with each family, multiple times a week and as needed which included but wasn't limited to anger management, safety in the household, coping skills, cognitive coping, psycho-education, and relaxation techniques.
- Was available for on-call services to young adults and families in order to assist with any issues or crises that arise and worked with them to implement a de-escalation plan.

**Placement Specialist:** *Worcester, MA*

**Sept. 2015-July 2016**

- Served as primary liaison to assigned funding source and referral agent to make the referring process seamless by providing support and information as needed.
- Assessed referrals for appropriateness and ensured that all referrals were responded to in a timely manner in order to provide young adults with case management services as quickly as possible.
- Worked with the Community-Based Placement Team Leader to manage the census to ensure the integrity of the agency database.

**Bilingual Family Intervention Specialist/Transitional Living Specialist:** *Worcester, MA* **June 2014-Sept. 2015**

- Assisted young adults with independent living skills training and role-play in order to successfully transition them into more independent living.
- Implemented treatment via family sessions with each family, multiple times a week and as needed that included but wasn't limited to anger management, safety in the household, coping skills, cognitive coping, psycho-education, and relaxation techniques.
- Was available for on-call services to young adults and families in order to assist with any issues or crises that arise and work with them to implement a de-escalation plan.

**Alzheimer's Project, Inc. - Social Work Intern:** *Tallahassee, FL*

**January 2014-May 2014**

- Successfully developed a Hispanic outreach program by enlisting support by local Hispanic-owned businesses and meeting with people in the community to plan events to offer support for Spanish speaking clients and their caregivers.

- Facilitated caregiver support groups by listening to stories and creating a safe space to promote a network in the community for individuals who were caregivers to people diagnosed with Alzheimer's disease.
- Interviewed and assessed clients and caregivers to determine which services would best address their needs while delivering comprehensive case management services and community resource referrals to people diagnosed with Alzheimer's disease.

**Apalachee Center, Inc. - Clinical Intern: Tallahassee, FL**

**May 2013-August 2013**

- Facilitated five group sessions a week to clients experiencing mental illness, substance abuse, and homelessness that created a community at the facility and a place for the clients to improve their coping skills.
- Evaluated and addressed individual client needs and concerns by helping clients create realistic treatment plans and by referring them to resources in the community as needed to assist with their recovery.
- Assisted in accurately diagnosing individuals by compiling and presenting psychosocial case history material for review and discussion with other staff.

**Florida State University - Directed Independent Study: Tallahassee, FL**

**August 2010-December 2010**

- Accompanied research in the relationship between power and motivation for social affiliation.
- Conducted research experiments with participants by administering surveys and computer-based tasks.
- Gathered and coded data to produce significant and generalizable results.

*References available upon request.*



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
BIG BEND HEALTH COUNCIL**

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

|   |   |  |     |
|---|---|--|-----|
| <b>Name:</b> Mr. William (Bill) Eitan Wertman |   | <b>Date:</b> 6/28/2024 11:46:01 AM                         |     |
| <b>Home Address:</b>                          | 4097 Forsythe Way<br>Tallahassee, FL 32309-2366 | <b>Do you live in Leon County?</b>                         | Yes |
|   |   | <b>Do you live within the City limits?</b>                 | Yes |
|   |   | <b>Do you own property in Leon County?</b>                 | Yes |
| <b>Home Phone:</b>                            | (850) 322-5548                                  | <b>Do you own property in the Tallahassee City Limits?</b> | Yes |
| <b>Primary Email:</b>                         | wewertman@bigbendhospice.org                    | <b>How many years have you lived in Leon County?</b>       | 25  |

**(EMPLOYMENT INFORMATION)**

|                          |                        |                      |   |
|--------------------------|------------------------|----------------------|---|
| <b>Employer:</b>         | Big Bend Hospice, Inc. | <b>Work Address:</b> | 4097 Forsythe Way<br>Tallahassee, FL 32309-2366 |
| <b>Occupation:</b>       | CEO                    | <b>Work Email:</b>   | wewertman@bigbendhospice.org                    |
| <b>Work/Other Phone:</b> | (850) 322-5548         |                      |   |

**(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.

|                  |            |                  |    |             |    |
|------------------|------------|------------------|----|-------------|----|
| <b>Race:</b>     | White      | <b>Gender:</b>   | M  | <b>Age:</b> | 66 |
| <b>District:</b> | District I | <b>Disabled?</b> | No |             |    |

**(RESUME AND REFERENCES)**

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

|                 |   |                 |  |
|-----------------|---|-----------------|--|
| <b>Name:</b>    | Scott Harrell                                 | <b>Name:</b>    | Alice Pomidor, MD                            |
| <b>Address:</b> | 3342 Cameron Chase Dr., Tallahassee, FL 32309 | <b>Address:</b> | 3250 Bell Meade Trail, Tallahassee, FL 32311 |
| <b>Phone:</b>   | (850) 509-2289                                | <b>Phone:</b>   | (850) 241-2735                               |

**Resume Uploaded?** No

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

file:///var/mobile/Library/SMS/Attachments/a9/09/D06344C2-8FEB-4E71-8B41-E02464E7EED3/Wertman%20CV.docx

**(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?\* **Yes**

If Yes, on what Committee(s) have you served? **Big Bend Health Council 2014-2016**

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 listed below. Please indicate which category you would represent.**

- Health Care Provider
- Health Care Purchaser
- Non-Governmental Health Care Consumer

**The members of the consumer group shall include a representative number of persons over 60 years of age.**

Are you 60 years of age or older? **Yes**

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

Signature: *Mr. William (Bill) Eitan Wertman*

The application was electronically sent: 6/28/2024 11:46:01 AM

## PROFESIONAL EXPERIENCE

### Chief Executive Officer (CEO) | Big Bend Hospice, Inc.

Oct 2019 - Present

*Tallahassee, FL*

- Coordinate the daily operations of the organization
- Develop long and short-term goals of the Human Resources Department and monitor progress
- Prepare annual budget
- Remain abreast of new developments in the field of Hospice
- Responsible for all recruitment including creative recruitment techniques and strategies to seek out ways to increase visibility of Big Bend Hospice e.g., career fairs, on-site recruiting, educational institutions
- Oversee new hire process to assure timely and smooth process for new employees
- Coordinate operations with executive team and Board of Directors

### Chief Executive Officer (CEO) | The Alzheimer's Project, Inc.

Jan 2009 – May 2015

*Tallahassee, FL*

- Developed, organized, implemented, directed and evaluated the organization's fiscal function and performance
- Evaluated and advised on the impact of long range planning, new programs/strategies and regulatory action
- Developed credibility for the finance group by providing timely and accurate analysis of budgets, financial
- Improved budgeting process through education of managers on financials impacting their respective budgets
- Provided strategic financial input and leadership on decision making issues affecting the organization; i.e., evaluation of potential alliances acquisitions and/or mergers and pension funds and investments
- Developed a reliable cash flow projection process and reporting mechanism, which includes minimum cash threshold to meet operating needs

### Live Oak Geriatric Center Project Coordinator | FSU College of Medicine

Dec 2007 – Jan 2009

*Tallahassee, FL*

- Support Site Director in providing academic, administrative and research support for all elements in the Health Resources and Services Administration (HRSA) Geriatric Education Center (GEC) grant
- Responsible for coordinating training activities, including the planning and management of the training programs being developed through grant related programs
- Maintain the administrative budget and oversee administrative functions such as purchasing, travel, conference planning, and coordinating interdisciplinary faculty development between Florida State University College of Medicine, the University of South Alabama, and the Florida Agricultural and Mechanical University
- Implementation of policies and procedures related to training activities
- Coordinate with other academic entities for submission of grant proposals, departmental reports and final reports to funding agencies
- Work with content experts, appropriate consortium faculty, staff and other persons related to the GEC grant
- Update and maintain databases for (MUC) Medically Underserved Communities, Student-Faculty Community, and the LOGEC Consortium Member Index
- Organize needs assessment effort, IRB procedure adherence, and research bio-sketches for faculty and staff
- Organize and coordinate the annual LOGEC Capstone Conference between all consortia members and rural community providers to facilitate interdisciplinary training and development

**Adjunct Instructor | Thomasville University School of Social Work****Aug 2010 – Present***Tallahassee, FL*

Supported Instruction of the following classes:

SWK 370B: Social Work Ethics

SWK 348B: Social Policy

**Adjunct Instructor | The Florida State University College of Social Work.****Aug 2007 – Present***Tallahassee, FL*

Supported Instruction of the following classes:

SOW 4341: Social Work Practice 1

SOW4403: Introduction to Social Work Research

SOW5334: Organizational and Community Systems Change

**Education and Training Director | The Alzheimer's Project, Inc.****Jan 2006 - Dec 2007***Tallahassee, FL*

- Provided education and training to professionals and para-professionals on multiple topics relative to persons with Alzheimer's disease and related dementias and their caregivers in a ten county Planning and Service Areas
- Acted as community liaison and recruiting consultant to the Alzheimer's Rural Care Healthline (ARCH Project), Florida State University, College of Medicine
- Acted as a training consultant and rural county recruiter and training coordinator for the Tallahassee Memorial Healthcare Neuroscience Center Memory Disorder Clinic
- Acted as field liaison / intern preceptor for the FSU College of Social Work and FAMU School of Social Work
  - Responsible for consulting and directing social work interns through the field applications of their respective didactic programs
  - Trained and supervised 16 students through field placement from January 2006 – October 2008
- Facilitated and originated the Parkinson's disease support group in Marianna, Florida in cooperation with the Parkinson's Foundation of America and the TMH Memory Disorder Clinic
- Responsible for organizing and facilitating the annual Alzheimer's Disease Education Conference in cooperation with the FSU College of Medicine, the Tallahassee Memorial Healthcare Neuroscience Center, and the Area Agency on Aging of North Florida
- Responsible for updating, editing, and distributing the annual Alzheimer's Disease Index and Resource Handbook for the Big Bend Area
- Advisory board member for the FSU College of Social Work Live-Oak Geriatric Practicum
- Research advisor to the TMH Memory Disorder Clinic and the Parkinson's Foundation conducting focus groups and workshops in the ten county Planning and Service Areas, (PSA)
- Counseled both individual and group clients dealing with caregiving, caregiver stress, and challenging behaviors in Alzheimer's patients

**ARCH Project Program Coordinator | FSU College of Medicine****Aug 2003 - Jan 2006***Tallahassee, FL*

- Supported the principal investigator through planning, organizing, scheduling, and facilitating exploratory focus groups in five rural counties of north Florida and south Georgia targeting senior caregivers caring for family members or loved ones with Alzheimer's Disease or related dementia and Parkinson's disease
- Responsible for establishing community links and Memorandums of Understanding as community liaison between the ARCH Project and leaders in multiple rural communities including African American, Hispanic, and non-Hispanic white communities with particular focus targeting traditionally medically underserved communities
- Responsible for data collection, transcription, formal data entry and database maintenance as applicable to all focus group and workshop participants
  - Responsible for tracking CME/CEU registrants and for screening potential program applicants into either the control group or the randomized clinical experimental group
- Directly responsible for organizing strategic planning meetings with federal and state grant personnel to plan, organize, and implement grant short and long-term objectives
  - Arranged schedules and coordinated travel for faculty and guest speakers attending workshops
  - Facilitated all phases of rural outreach, education, and professional workshops to provide ongoing

- training to caregivers and professionals working with Alzheimer’s Disease, and caregiver stress
- Conducted workshops on research updates relating current best practices on Alzheimer’s Disease pharmacology and optional best practices for possible treatment modalities
- Recruited regional and national faculty and guest speakers to participate in interdisciplinary training workshops
- Obtained CME/CEU approval and provider status for workshop presentations and work with advertisers and sponsors to promote all ARCH related events

**Human Resources Director and Associate Director | The New Leaf Market Corp. Mar 1992 - Aug 1998**  
*Tallahassee, FL*

- Responsible for creating, editing, and implementing the first NLM Policy and Procedures Manual
- Oversaw interviewing, hiring, orienting, and training all new employee as well as employee liaison arbitrating dispute resolution for a staff of 125 employees and management.
- Reported to a Board of 12 and attended monthly Board of Director meetings to report on financials, meet with various committees, and facilitate plans for Co-op expansion as well as the overall state of the Co-op
- Created and analyzed training program evaluations, personnel evaluations, management reviews and act in the capacity of community liaison between the Cooperative and the local community
- Provided on-going training and seminars to local community on diverse topics: healthy nutrition and Healthy Lifestyles for a Lifetime (HLL) in addition to sustainable communities and community farming and agronomy

## EDUCATION

**Florida State University** Tallahassee, FL August 2003 - December 2005  
M.S.W. Clinical Social Work with an emphasis in Gerontology GPA: 3.79  
**Florida State University** Tallahassee, FL August 1997 - May 2000  
B.S. Science of Human Nutrition and Dietetics GPA: 3.60

## LICENSURE & CERTIFICATIONS

Registered Clinical Social Worker Intern: ISW 4672  
ALF Alzheimer’s Disease and Related Disorders Training Provider: ALF 428

## HONORS & PROFESSIONAL AFFILIATIONS

Capitol Coalition on Aging  
Florida State University:

- Golden Key National Honor Society 1998
- Kappa Omicron Nu 1998
- Phi Kappa Phi National Honor Society 1999
- Phi Alpha Honors in Major: Social Work 2005

Member | Florida Council on Aging  
Member | Gerontological Society of America  
Community Outreach Committee Chair | National Association of Social Workers - Florida Chapter  
Member | National Association of Geriatric Social Workers  
Appointment by Governor | Alzheimer’s Disease Advisory Committee | State of Florida | 2014-2018  
Appointment by Leon County Board of Commissioners | Big Bend Health Council | 2014-2016

## AWARDS & RECOGNITIONS

One Voice | Oxygen for Caregivers Forum Presentation | 2014  
Florida State University | Instructor of the Year | 2013-2014  
Social Word Today | 10 Dedicated & Deserving Social Workers | 2012  
National Association of Social Workers (Florida Chapter) | Social Worker of the Year | 2014



## PROFESIONAL REFERENCES

### **Craig Stanley, Ph.D.**

Assistant Professor  
Florida State University  
College of Social Work  
University Center C2403  
Tallahassee, FL 32306-2570  
(850) 644-9741

### **Alice Pomidor, M.D., MPH**

Professor  
Florida State University  
College of Medicine  
1115 West Call Street  
Tallahassee, FL 32306-4300  
(850) 644-0352

### **Robert Glueckauf, Ph.D.**

Professor  
Florida State University  
College of Medicine  
1115 West Call Street  
Tallahassee, FL 32306-4300  
(850) 645-3457

### **Dina Wilke, Ph.D.**

Professor & Associate Dean  
Florida State University  
College of Social Work  
University Center C2512  
Tallahassee, FL 32306-2570  
(850) 644-9597



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY EDUCATIONAL FACILITIES AUTHORITY**

**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.**

|                              |  |  |     |
|------------------------------|--|--|-----|
| <b>Name:</b> Mr. Todd Sperry |  | <b>Date:</b> 4/15/2024 4:58:10 PM                          |     |
| <b>Home Address:</b>         | 2275 Trescott Drive<br>Tallahassee, FL 32308 | <b>Do you live in Leon County?</b>                         | Yes |
| <b>Home Phone:</b>           | (850) 544-2822                               | <b>Do you live within the City limits?</b>                 | Yes |
| <b>Primary Email:</b>        | tsperry@oliversperryrenovation.com           | <b>Do you own property in Leon County?</b>                 | Yes |
|                              |  | <b>Do you own property in the Tallahassee City Limits?</b> | Yes |
|                              |  | <b>How many years have you lived in Leon County?</b>       | 52  |

**(EMPLOYMENT INFORMATION)**

|                          |                         |                      |   |
|--------------------------|-------------------------|----------------------|---|
| <b>Employer:</b>         | Oliversperry Renovation | <b>Work Address:</b> | 401 Office Plaza Drive<br>Tallahassee, FL 32308 |
| <b>Occupation:</b>       | General Contractor      | <b>Work Email:</b>   | tsperry@oliversperryrenovation.com              |
| <b>Work/Other Phone:</b> | (850) 386-6383          |                      |   |

**(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.

|                  |              |                  |    |             |    |
|------------------|--------------|------------------|----|-------------|----|
| <b>Race:</b>     | White        | <b>Gender:</b>   | M  | <b>Age:</b> | 63 |
| <b>District:</b> | District III | <b>Disabled?</b> | No |             |    |

**(RESUME AND REFERENCES)**

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

|                 |   |                 |  |
|-----------------|---|-----------------|--|
| <b>Name:</b>    | Bill Oliver   | <b>Name:</b>    |  |
| <b>Address:</b> | 401 Office Plaza Drive<br>Tallahassee Florida 32301 | <b>Address:</b> |  |
| <b>Phone:</b>   | (850) 386-6383                                      | <b>Phone:</b>   |  |

**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?\* **Yes**

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

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 Authority must be resident of Leon County.**

**At least one member must be a trustee, director, officer or employee of an institution for higher education in Leon County.**

Are you a trustee, director, officer or employees of an institution for higher education? **No**

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

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

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

Signature: *Mr. Todd Sperry*

The application was electronically sent: 4/15/2024 4:58:10 PM

2/7/18

### Todd Sperry Bio

Todd's Family moved to Tallahassee in 1972. He graduated from Godby High School in 1978. After received a BS in Building Construction from University of Florida he joined the Family Business, Sperry and Associates Inc.( Commercial General Contracting Firm), in 1983. Todd became President and CFO of the Company from 1993 to 2001. In 2001 he was recruited by the ST Joe Company to create a construction entity in one of their Business units, the ST Joe Land Co. Projects of significance while at ST Joe include the HGTV Dream House in 2003, two Southern Living Idea Houses and the 1400 acre River Camps at Crooked Creek in Bay County. In 2007 he formed Oliver Renovation and Kimmel Development with partners. In 2013 he sold his interest in Kimmel Development. His current role is Vice President and CFO of OliverSperry Renovation, but prefers the job description as "Head Dreamer and Schemer". Todd describes himself as a serial entrepreneur having been involved in the startup or running of six business.

Todd has been married to Jodi for 31 years and has two children Chase 26 and Shay 22. He enjoys home improvement projects, traveling and working out doors

### Community Involvement include:

- Leon County Schools Citizen Oversight Committee advising the administration of ½ penny sales tax. 2003 – 2008
- Chairman of the Board of United Way 2006-2007
- Original KCCI Community Catalyst 2007
- Founding member of Sustainable Tallahassee 2008
- Chairman of Chamber of Commerce 2011
- Member of Blue Print Sales Tax Committee
- Member of the seven member Joint Planning Board, representing United Way, overseeing the CHSP process of the distribution of charitable funds 2013
- Member of TCC Foundation

## Leon County Educational Facilities Authority Attendance Report

**Committee Member Name:** Todd Sperry

| 2019   |        |        |       |        | 2020   |        |       |       | 2021   |       |        | 2022   |        |        |        |        | 2023   |        |        |        | 2024   |   |
|--------|--------|--------|-------|--------|--------|--------|-------|-------|--------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---|
| 20-May | 24-Jul | 10-Sep | 3-Oct | 29-Oct | 14-Jan | 14-Jun | 9-Oct | 4-Dec | 14-Apr | 9-Jul | 23-Oct | 20-Jan | 13-Apr | 24-Jun | 25-Jul | 25-Oct | 27-Jan | 16-May | 19-Sep | 13-Dec | 29-Mar |   |
| X      | X      | X      | X     | X      | X      | X      | X     | X     | X      | X     | 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



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY EDUCATIONAL FACILITIES AUTHORITY**

**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.**

|                                      |  |  |     |
|--------------------------------------|--|--|-----|
| <b>Name:</b> Mr. Thomas Proctor, Jr. |  | <b>Date:</b> 4/29/2024 10:05:13 AM                         |     |
| <b>Home Address:</b>                 | 4450 Rhoden Cove Lane<br>Tallahassee, FL 32312 | <b>Do you live in Leon County?</b>                         | Yes |
|                                      |  | <b>Do you live within the City limits?</b>                 | No  |
|                                      |  | <b>Do you own property in Leon County?</b>                 | Yes |
| <b>Home Phone:</b>                   | (850) 385-9905                                 | <b>Do you own property in the Tallahassee City Limits?</b> | Yes |
| <b>Primary Email:</b>                | tomcproctor@gmail.com                          | <b>How many years have you lived in Leon County?</b>       | 53  |

**(EMPLOYMENT INFORMATION)**

|                          |                                       |                      |   |
|--------------------------|---------------------------------------|----------------------|---|
| <b>Employer:</b>         | Florida State Board of Administration | <b>Work Address:</b> | 1801 Hermitage Blvd.<br>Tallahassee, FL 32312 |
| <b>Occupation:</b>       | Real Estate Portfolio Manager         | <b>Work Email:</b>   |   |
| <b>Work/Other Phone:</b> | (850) 488-4406                        |                      |   |

**(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.

|                  |                  |             |
|------------------|------------------|-------------|
| <b>Race:</b>     | <b>Gender:</b>   | <b>Age:</b> |
| <b>District:</b> | <b>Disabled?</b> |             |

**(RESUME AND REFERENCES)**

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

|                 |  |                 |  |
|-----------------|--|-----------------|--|
| <b>Name:</b>    | Bryan Desloge                          | <b>Name:</b>    |  |
| <b>Address:</b> | 1237 STONEHURST WAY<br>Tallahassee, FL | <b>Address:</b> |  |
| <b>Phone:</b>   | (850) 841-9285                         | <b>Phone:</b>   |  |

**Resume Uploaded?** No

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

I manage a portfolio of direct-owned investment properties across the country on behalf of the Florida Retirement System fund. Prior to this, my background was in student housing. I am a current member of the LCEFA applying for re-appointment. I previously served two terms as Chairman of the LCEFA.

**(COMMITTEE QUESTIONNAIRE)**

## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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

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

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

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

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

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

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

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)\* **Yes**

If yes, please explain *I have a fiduciary duty to my employer (SBA) and its funds. While I do not contemplate that this will occur often (if at all), there may be circumstances in which I encounter a conflict between the interests of the SBA and the interests of the Leon County Educational Facilities Authority ("LCEFA"). In the event of such a conflict, I would need to abstain from voting.*

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 Authority must be resident of Leon County.

At least one member must be a trustee, director, officer or employee of an institution for higher education in Leon County.

Are you a trustee, director, officer or employees of an institution for higher education? **No**

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

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

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

Signature: *Mr. Thomas Proctor, Jr.*

The application was electronically sent: 4/29/2024 10:05:13 AM



## Leon County Educational Facilities Authority Attendance Report

**Committee Member Name:** Tom Proctor, Jr.

| 2019   |        |        |       |        | 2020   |        |       |       | 2021   |       |        | 2022   |        |        |        |        | 2023   |        |        |        | 2024   |
|--------|--------|--------|-------|--------|--------|--------|-------|-------|--------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 20-May | 24-Jul | 10-Sep | 3-Oct | 29-Oct | 14-Jan | 14-Jun | 9-Oct | 4-Dec | 14-Apr | 9-Jul | 23-Oct | 20-Jan | 13-Apr | 24-Jun | 25-Jul | 25-Oct | 27-Jan | 16-May | 19-Sep | 13-Dec | 29-Mar |
| X      | X      | X      | X     | X      | AE     | X      | X     | X     | X      | X     | X      | X      | X      | X      | X      | X      | AE     | AE     | X      | X      | X      |

- X- Member in Attendance
- A-Member Absent
- A/E-Member absent/excused
- MC-Meeting Cancelled
- TE-Term Expired

**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #21**

# Leon County Board of County Commissioners

## Agenda Item #21

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** First and Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector

|                                     |  |
|-------------------------------------|--|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator  |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Brent Pell, Director, Public Works<br>Charles Wu, Director, Engineering Services, Public Works<br>Roshaunda Bradley, Director, Office of Management & Budget |
| <b>Lead Staff/ Project Team:</b>    | Brandy Furbee, Manager, Office of Management & Budget<br>Demetrius Jones, Management and Budget Analyst  |

### **Statement of Issue:**

As required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll, for Fire Rescue Services.

### **Fiscal Impact:**

This item has a fiscal impact. The total estimated collection for the unincorporated area of the Fire Rescue Services Assessment is \$11,999,218 of which \$3,901,219 will be placed on property tax bills as an assessment for FY 2025. The remaining amount (\$8,097,999) will be collected by the City of Tallahassee through the City utility bill and quarterly billing.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and approve the proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll (Attachment #1) and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).

Title: First and Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 2

---

## Report and Discussion

### **Background:**

As required by Florida Statutes, this Public Hearing provides for the adoption of a Fire Rescue Services assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll to the Tax Collector. The Fire Rescue Services Assessment is included on the Truth-In-Millage (TRIM) Property Tax Notice. The fire rescue assessment remains unchanged for next fiscal year.

Leon County contracts with the City of Tallahassee for the provision of fire rescue services to serve the unincorporated area of the County. A contract for services was originally entered in March 1988. That contract was amended several times through 2005. In April 2009 a new Interlocal Agreement was executed and subsequently amended and extended. As part of this Agreement, a joint rate study is adopted and updated from time to time to uniformly charge properties for fire services in both the City and unincorporated areas of the County. The Interlocal Agreement contemplates five-year rate studies to ensure that fire rescue services are properly funded. Prior to the FY 2023 fire assessment rate study, the last study was completed in 2015.

As presented at the April 2023 budget workshop, and later ratified at the May 9, 2023 meeting, the County and City conducted an updated fire rescue rate study which contemplated revised rates to become effective October 1, 2023 (FY 2024). Additionally, the Fire Rescue Services Interlocal Agreement with the City was amended based on the updated rate study.

### **Analysis:**

Assessable costs associated with providing Fire Rescue Services are collected in three ways: City Utility invoice, quarterly direct bill, and the annual property tax bill. Under Section 197.3632(9), Florida Statutes, special assessments may be placed on the annual property tax bill as a non-ad valorem assessment irrespective of whether the assessment has previously been collected by another method. For FY 2025, an additional 482 property owners will have the assessment removed from the quarterly payment system and added to their property tax bill. Of the 20,514 property owners initially on the quarterly billing method, 15,201, or 74% have now moved to the property tax bill. These property owners either preferred to pay the assessment on their property tax bill or failed to remain current with the quarterly bills.

The total estimated collection for the unincorporated area for the FY 2025 Fire Assessment is \$11,999,218; this includes \$8,097,999 collected by the City through utility bills and properties remaining on quarterly billing, and \$3,901,219 as an assessment on property tax bills.

The proposed assessment roll is available for public inspection at the County Administration office located on the fifth floor of the County Courthouse. A link to the County's website has also been created at <https://leoncountyfl.gov/specialassessment>, which provides additional access to persons interested in reviewing the proposed assessment roll. The proposed assessment roll has not been

Title: First and Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 3

---

attached to this item due to the voluminous nature thereof. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, will have been compiled for the Board's consideration at the Public Hearing.

The proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

The public hearing notice was published in the Tallahassee Democrat (Attachment #3) and first-class notices were sent to the 482 property owners subject to the non-ad valorem assessment for fire rescue services for the first time.

Not adopting the Non-Ad Valorem Assessment Roll for Fire Rescue Services for all properties being assessed for the first time and certifying the entire Fire Rescue Services Roll to the Tax Collector will create a budget impact in the amount of \$11,999,218 for FY 2025.

**Options:**

1. Conduct the first and only public hearing and approve the proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and do not certify the entire Roll to the Tax Collector.  
*(This action would require changes to the FY 2025 proposed budget.)*
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll
2. Certificate of entire Fire Rescue Services Non-Ad Valorem Assessment Roll to Tax Collector
3. Notice of Public Hearing

**LEON COUNTY RESOLUTION NO. R2024-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING A FIRE RESCUE SERVICES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on February 26, 2009, Leon County and the City of Tallahassee entered into an Interlocal Agreement for the provision of fire suppression, fire prevention and emergency medical services county-wide commencing October 1, 2009; and

**WHEREAS**, the Interlocal Agreement by and between Leon County and the City of Tallahassee provides for the funding and payment of *Fire Rescue Services* by means of the levy and collection of special assessments upon benefited property; and

**WHEREAS**, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of *Fire Rescue Services*; and

**WHEREAS**, on July 11, 2023, the Board of County Commissioners adopted a *Fire Rescue Assessment Rate Resolution* levying and imposing upon each improved parcel of nongovernmental property located within the unincorporated area of the County an assessment in an amount found to be reasonably related to the cost of providing *Fire Rescue Services* to such property and thereby providing an equitably corresponding special benefit to such property; and

**WHEREAS**, in accordance with section 197.3632(4)(a)1, Florida Statutes, the Board of County Commissioners desires to adopt a fire rescue services non-ad valorem assessment roll for those properties subject to levy of the non-ad valorem assessment for the first time; and

**WHEREAS**, pursuant to section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the fire rescue services non-ad valorem assessment roll for conformity with the *Fire Rescue Assessment Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt a fire rescue services non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of a public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place.

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

1 **Section 1. Recitals.**

2  
3 The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set  
4 forth below.

5  
6 **Section 2. Definitions.**

7  
8 For purposes of this Resolution, the definitions contained in section 7-39, Leon County Code  
9 of Laws, are incorporated herein by reference.

10  
11 **Section 3. Adoption of Non-Ad Valorem Assessment Roll.**

12  
13 Pursuant to section 197.3632, Florida Statutes, Leon County hereby approves and adopts a fire  
14 rescue services non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and incorporated  
15 herein as if fully set forth below.

16  
17 **Section 4. Unit of Measurement for Non-Ad Valorem Assessment.**

18  
19 The unit of measurement for the fire rescue services non-ad valorem assessment is as set forth  
20 in the *Fire Rescue Assessment Rate Resolution*, R23-11, which is attached hereto as Exhibit 1, and  
21 incorporated herein as if fully set forth below. The amount of the fire rescue services assessment for  
22 each subject parcel of property is as further set forth in Exhibit 2, also attached hereto and incorporated  
23 herein as if fully set forth below. The *Fire Rescue Assessment* shall be and is hereby imposed annually  
24 commencing October 1, 2023, and continuing each year thereafter until such time as changed or  
25 discontinued by the Board.

26  
27 **Section 5. Certification of Non-Ad Valorem Assessment Roll to Tax Collector.**

28  
29 The fire rescue services non-ad valorem assessment roll is hereby certified to the Tax Collector  
30 for collection in accordance with Florida law. The Chairman of the Board of County Commissioners  
31 is authorized to include each parcel described at Exhibit 2 herein on the non-ad valorem assessment  
32 roll certified to the Tax Collector for all properties subject to the fire rescue services non-ad valorem  
33 assessment.

34  
35 **Section 6. Effective Date.**

36  
37 This resolution shall have effect upon adoption.

38  
39 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
40 Florida, this 9th day of July, 2024.

41  
42 LEON COUNTY, FLORIDA

43  
44 By: \_\_\_\_\_

45 Carolyn D. Cummings, Chair  
46 Board of County Commissioners  
47

1 ATTESTED BY:  
2 Gwendolyn Marshall Knight, Clerk of Court  
3 & Comptroller, Leon County, Florida  
4

5  
6 By: \_\_\_\_\_  
7

8  
9 APPROVED AS TO FORM:  
10 Chasity H. O'Steen, County Attorney  
11 Leon County Attorney's Office  
12

13  
14 By: \_\_\_\_\_  
15  
16



11  
RESOLUTION NO. 23-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES; PROVIDING FOR RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A RESOLUTION; PROVIDING FOR PROVISION OF FIRE RESCUE SERVICES; PROVIDING FOR GENERAL LEGISLATIVE DETERMINATIONS; PROVIDING FOR FIRE RESCUE CHARGE; PROVIDING FOR EXEMPT PROPERTY; PROVIDING FOR LIEN; PROVIDING FOR COLLECTION OF FIRE RESCUE CHARGE; PROVIDING FOR FINAL ADJUDICATION; REPLACING AND SUPERSEDING RESOLUTION NO. 15-20; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the County desires to continue to provide fire rescue services, facilities and programs, hereafter "*fire rescue services*," in the most efficient manner possible in order to promote the health, safety and general welfare of its citizens; and

**WHEREAS**, the County desires to maintain a uniform financial mechanism for the funding of such *fire rescue services* to its citizens on an equitable basis; and

**WHEREAS**, the City of Tallahassee and the County have entered into an Interlocal Agreement, as amended, to administer the provision of and funding for *fire rescue services*; and

**WHEREAS**, the Interlocal Agreement by and between the City of Tallahassee and the County provides for the funding and payment for *fire rescue services* by means of the levy, imposition and collection of special assessments upon benefited *nongovernment property* and the imposition of fire rescue fees on *government property*; and

**WHEREAS**, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of *fire rescue services*; and

**WHEREAS**, pursuant to Chapter 7, Leon County Code of Laws, on May 26, 2015, the Board of County Commissioners adopted a *fire rescue assessment rate resolution* and *fire rescue fee rate resolution*, Resolution No. 15-20; and

**WHEREAS**, the Board of County Commissioners utilized a rate study, attached to and incorporated into Resolution No. 15-20 as Exhibit “A”, in calculating the fire rescue assessment rate and fire rescue fee; and

**WHEREAS**, the fire rescue assessment rate and fire rescue fee established in Resolution No. 15-20 apportioned costs based upon a reasonable estimation of the five-year average annual cost of providing fire rescue services, and the rates no longer adequately fund the costs of providing fire rescue services; and

**WHEREAS**, pursuant to the Interlocal Agreement, as amended, the Board of County Commissioners commissioned a new rate study utilizing the same methodology set forth in the rate study attached to Resolution No. 15-20, but with updated service delivery, fire incident data, property data and budget information; and

**WHEREAS**, a new rate study has been completed and shows that an adjustment to the rates is needed to adequately fund fire rescue services; and

**WHEREAS**, the Board of County Commissioners desires to adopt a new *fire rescue assessment rate resolution* and *fire rescue fee rate resolution* pursuant to Chapter 7, Leon County Code of Laws in order to adequately fund fire rescue services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Leon County, Florida, that:

**Section 1. Recitals.** The Recitals set forth above are deemed incorporated herein as if fully set forth below.

**Section 2. Authority.** This Resolution is adopted pursuant to the authority granted to the County under Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, the Leon County Charter, Chapter 7 of the Leon County Code of Laws, and other applicable provisions of law.

**Section 3. Definitions.** For purposes of this Resolution, the definitions contained in Section 7-39, Leon County Code of Laws, are incorporated herein by reference as if fully set forth below. In addition, as used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"*Building area*" means the actual area of a *building* expressed in square feet and reflected on the *tax roll* or, in the event such information is not reflected or is determined not to be accurately reflected on the *tax roll*, that area determined by the County.

"*Code descriptions*" mean the descriptions listed in the *fixed property use codes* and the descriptions listed in the *improvement codes*.

"*Core stations*" are those fire stations located within five road miles of at least two other stations.

"*Commercial property*" means those *tax parcels* with a *code description* designated as "*commercial*" in the *improvement codes*, including those *tax parcels* that meet the definition of *recreational vehicle park* herein.

"*Cost apportionment*" means the apportionment of the *fire rescue cost* among all *property use categories* according to the *demand percentages* established pursuant to the apportionment methodology described in Sections 7.A.3 and 7.B.2 of this Resolution.

"*Cost Factor*" means the factor that represents the varying cost in providing *fire rescue services* to the different *service zones*, as calculated in accordance with Section 7.B of this Resolution.

"*Demand percentage*" means the percentage of demand for *fire rescue services* attributable to each *property use category* determined by analyzing the historical demand for *fire rescue services* as reflected in *incident reports* in the *state database* under the methodology described in Sections 7.A.3 and 7.B.2 of this Resolution.

"*DOR code*" means a property use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to *tax parcels*.

"*Dwelling unit*" means (1) a *building*, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes.

"*EMS services*" means those services recorded in *FFIRS* that assign a "type of situation found code" of 3, 300, 311,320, 321, 321B, 322, 323, 381, 551E, 554, and 661.

"*EMS Cost*" means the amount, other than first response medical rescue services, determined by the County to be associated with *EMS services*.

"*FFIRS*" means the Florida Fire Incident Reporting System maintained by the Florida State Fire Marshal.

"*Fire rescue cost*" means the *fire rescue cost* as defined in Chapter 7 of the Leon County Code of Laws, but specifically excluding any *EMS Cost*.

"*Fire rescue services*" means fire rescue services, facilities and programs.

"*Fire rescue fee*" means a fee for *fire rescue services* provided to each improved parcel of *governmental property* located within the unincorporated area of the County.

"*Fire services property use category*" means the use codes developed for the purpose of assigning a *fire rescue charge* for collection on a *utility bill*.

"*Fixed property use codes*" mean the property use codes used by *FFIRS* as specified in the attached Exhibit A, Appendix B.

"*Improvement codes*" mean the building use codes assigned by the Property Appraiser to *tax parcels* as specified in the attached Exhibit A, Appendix C.

"*Incident report*" means an individual report filed with the Florida State Fire Marshal under *FFIRS* that is not associated with *EMS services*.

"*Industrial/warehouse property*" means those *tax parcels* with a *code description* designated as "*industrial/warehouse*" in the *improvement codes*.

"*Mixed use property*" means a *tax parcel* that contains *buildings* whose use descriptions are capable of assignment under a *code description* in the *improvement codes* in more than one *property use category*.

"*Non-residential property*" means, collectively, *commercial property* and *industrial/warehouse property*.

"*Parcel apportionment*" means the further apportionment of the *fire rescue cost* allocated to each *property use category* by the *cost apportionment* among the *tax parcels* under the methodology established in Sections 7.A.3 and 7.B.2 of this Resolution.

"*Property use categories*" means, collectively, *residential property* and all categories of *non-residential property*.

"*Recreational vehicle park*" means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "recreational vehicle

park" or "lodging park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

"*Residential property*" means those *tax parcels* designated as "Residential" in the *improvement codes*.

"*Service zones*" mean the geographic areas defined to differentiate between the two levels of *fire rescue services* provided within the County based upon proximity to *core stations*.

"*State database*" means the incident data derived from the *FFIRS incident reports* maintained by the Florida State Fire Marshal.

"*Tax parcel*" means a parcel of property located within the unincorporated area of the County to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**Section 4. Resolution.** This Resolution shall constitute the *fire rescue assessment rate resolution* and the *fire rescue fee rate resolution* as described in Sections 7-42 and 7-43, Leon County Code of Laws.

**Section 5. Provision of Fire Rescue Services.** The County shall continue to provide *fire rescue services* for the benefit of all parcels of *assessed property* located within the unincorporated areas of the County commencing October 1, 2023. All or a portion of the cost to provide such *fire rescue services* shall be funded from proceeds of the *fire rescue charge*. The remaining cost, if any, required to provide *fire rescue services* shall be funded by available County revenues other than such proceeds.

**Section 6. General Legislative Determinations.** It is hereby ascertained and declared that the *fire rescue services* provide a special benefit to the *assessed property* based upon the following legislative determinations and based upon that certain report entitled "City of Tallahassee and Leon County, Florida, Fire Assessment Memorandum" dated April 2023, prepared by Government

Services Group, Inc., which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below. Upon the adoption of this Resolution, the legislative determinations ascertained and declared in Sections 7-42 and 7-43, Leon County Code of Laws are hereby ratified and confirmed.

A. It is hereby ascertained, determined, and declared that each parcel of property subject to a *fire rescue charge* located within the unincorporated area of the County, and the owners and occupants of said parcel, will be benefited by the County's provision of *fire rescue services*, in an amount not less than the *fire rescue charge* imposed against such parcel and that such *fire rescue charge*, as computed in a manner as set forth in this Resolution, constitutes a fair and reasonable charge for the provision of *fire rescue services*.

B. The availability and provision of comprehensive *fire rescue services* enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property and rental values within the assessable area.

C. The Board does hereby find that the various legislative findings and determinations contained herein are found to have existed as of the original imposition of the *fire rescue charge* in 2009 and relate back thereto. Therefore, such findings shall be deemed to have been incorporated in the provisions of Chapter 7, Leon County Code of Laws, adopted March 13, 2009, Resolution No. 09-16, adopted June 9, 2009, and Resolution No. 15-20, adopted on May 26, 2015, as if they had been set forth fully therein and continued thereafter.

#### **Section 7. Fire Rescue Charges.**

A. Fire Rescue Fee.

1. Imposition; Legislative Determinations.

- a. A *fire rescue fee* is hereby imposed upon each improved parcel of *government property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably and fairly related to the cost of providing *fire rescue services* to such *government property* and as such the *fire rescue fee* constitutes a fair, reasonable, just, and equitable manner for apportioning and allocating the *fire rescue cost for government property*. The *fire rescue fee* imposed hereby is not a special assessment; it is a fee for services available and rendered to *government property*.
- b. Upon the adoption of this Resolution determining the *fire rescue fee* and identifying the *government property* to be billed a *fire rescue fee*, the legislative determinations ascertained and declared in Section 7-42, Leon County Code of Laws, are hereby ratified and confirmed.
- c. It is fair and reasonable to use the *fire services property use category* to assign property use for a *fire rescue fee* because the use codes are most compatible with the system of billing on the City of Tallahassee *utility bill*.
- d. It is fair and reasonable to use the *fire rescue costs for the development of the fire rescue fee* and apply the *fire rescue fee* for future fiscal years at the rates established in this Resolution because it is hereby determined that the actual annual cost of providing *fire rescue services*, over the five-year period will be as great as or greater than the *fire rescue fee* established herein.
- e. It is fair and reasonable and consistent with the decision of the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), to exclude from the *fire rescue costs*, amounts determined to constitute the cost of providing emergency medical services.



- f. Apportioning *fire rescue costs for government property* among classifications of improved *government property* based upon historical demand for *fire rescue services*, but not emergency medical services, is a fair and reasonable method of *cost apportionment* because it reflects the property uses' potential fire risk based upon *building* use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the County's required standards and practices.
- g. The greater the *building area*, the greater the potential for a large fire and the greater the firefighting resources that must be available in the event of a fire in a structure of that *building's* size. Therefore, it is fair and reasonable to use *building area* as a proxy for determining the *fire rescue fees*.
- h. It is fair and reasonable to not charge a *fire rescue fee* to *government property* that is vacant as evidenced by the cessation of *utility* services. The costs of administering and collecting *fire rescue fees* from such vacant property exceed the anticipated *fire rescue fees* that could be collected from such property.
- i. The *incident reports* are the most reliable data available to determine the potential demand for *fire rescue services* from *government property* use and to determine the benefit to property use resulting from the availability of *fire rescue services* to protect and serve *buildings* located within *government property* and their intended occupants. There exist sufficient *incident reports* documenting the historical demand for *fire rescue services* from *government property*. The *demand percentage* determined for each classification of *government property* by an examination of such *incident reports* is consistent

with the experience of the County. Therefore, the use of *demand percentages* determined by an examination of *incident reports* is a fair and reasonable method to apportion the *fire rescue costs* among each classification of *government property*.

- j. The suppression of fire on vacant property primarily benefits the *buildings* within the adjacent improved property by the containment of the spread of fire rather than the preservation of the vacant property. Therefore, it is fair and reasonable not to apportion any of the costs attributed to providing *fire rescue services* to vacant property and the *incident reports* omitted from the *demand percentage* calculation.
- k. The budget is sized based upon its ability to provide *fire rescue services* to *assessed property* within the unincorporated area. Therefore, the level of services required to meet anticipated demand for *fire rescue services* and the corresponding fire services budget required to fund *fire rescue services* provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific uses. Therefore, it is fair and reasonable to omit from the *demand percentage* calculation, the *incident reports* documenting *fire rescue services* provided to non-specific property uses and vacant property.

2. Methodology for Determining Fire Rescue Fees. The *fire rescue fees* shall be calculated as follows:

- a. The number of *incident reports* filed within a sampling period was determined for *government property* and all *property use categories of nongovernment property*. The percentages of total *incident reports* allocated to *government*

*property* as compared to total *incident reports* allocated to *nongovernment property* were used to calculate the *fire rescue cost* for *assessed property* and the *fire rescue cost* for *government property*.

b. The *fire rescue cost* for *government property* was then apportioned among the *tax parcels* of *government property* as follows:

1. Add the *building area* of all the *buildings* of *government property* to arrive at the aggregate square footage for *government property*. Any *buildings* that exceed 100,000 square feet of *building area* shall only be included at 100,000 square feet.

2. Divide the *fire rescue cost* for *government property* by the product of subsection 1. above to arrive at a rate per square foot of *building area* to be charged to *government property*.

3. For each *building* of *government property*, multiply the applicable square foot rate determined in subsection 2. above by the number of square feet for that *building* and then sum the amounts for all *buildings* on that *tax parcel*.

3. Amount of Fire Rescue Fee.

The *fire rescue cost* for *government property* is further determined to be a reasonable estimation of a five-year average annual cost of providing *fire rescue services* to *government property*. The amount of the *fire rescue fee* imposed upon *government property* for *fire rescue services* is specifically based upon the Rate Study, Exhibit A, established pursuant to and in accordance with Section 7-42, Leon County Code of Laws, and shall be as set forth in Exhibit B, Rate Schedule, same being attached hereto and incorporated herein as if fully

set forth below, commencing October 1, 2023, annually, until otherwise determined by the Board.

B. Fire Rescue Assessment.

1. Imposition; Legislative Determinations; Cost Apportionment Methodology; Parcel Apportionment Methodology; Amount.

*A fire rescue assessment* is hereby levied and imposed upon each improved parcel of *nongovernment property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *fire rescue services* and thereby provides an equitably corresponding special benefit to *nongovernment property*. The *fire rescue assessment* is hereby ascertained, determined, and declared to be based upon a reasonable estimation of the five-year average annual cost of providing *fire rescue services* to such *nongovernment property*. It is further ascertained, determined, and declared that the *fire rescue assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *assessed property* based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A, and as further set forth below:

- a. It is further hereby ascertained and declared that the *fire rescue services* provide a special benefit to *nongovernment property*, that is improved by the existence or construction of a *building*, based upon the following legislative determinations:
  1. *Fire rescue services* enhance the use and enjoyment of improved property, which constitutes a special benefit to *owners*, commercial tenants, residential tenants, and occupants by the following:

- a) Protecting the value of the improvements, structures, and contents through the provision of available *fire rescue services*;
  - b) Protecting the life and safety of occupants, residential tenants and commercial tenants, in the use and enjoyment of the improvements and structures within improved parcels; and
  - c) Lowering the cost of fire insurance, including renter's insurance and property coverage for the repair and replacement of contents of improvements and structures within the improved parcels, by the presence of a professional and comprehensive fire services program within the unincorporated area of the County.
2. The *fire rescue services* enhance the use and enjoyment of commercial tenants by protecting the continued commercial operations within improved parcels of property within the unincorporated area of the County.
  3. The *fire rescue services* enhance the value of business and commercial interests, which accrues to *owners* and lessees, by protecting the continued commercial operations within improved parcels of property within the unincorporated area of the County.
  4. The legislative determinations of special benefit ascertained arising from the *fire rescue services*, as set out and declared in Section 7-43, Leon County Code of Laws, are incorporated herein by reference and further ratified and confirmed.
- b. It is fair and reasonable to create *service zones* to reflect the level of service differentiation between a property located in a higher density area that receives fire protection coverage from multiple *core stations* and a property located in

an area generally described as rural and typically serviced by a single fire station.

- c. It is fair and reasonable to use the *improvement codes* and the *DOR codes* for the *cost apportionment* and the *parcel apportionment* because: (1) the *tax roll* database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and *building area* for improved property within the County, (2) the *tax roll* database within such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on the *tax roll*, and (3) the parcel descriptions on the *tax roll* are not incompatible with the property use descriptions on the City of Tallahassee's *utility* customer database which has been developed and maintained by the City of Tallahassee and which will be used in many instances to bill the *fire rescue assessments*.
- d. The data available in the *improvement codes* is more useful and accurate to determine *building area* than the data maintained in the *DOR codes* because (1) the data maintained in the *improvement codes* reveals the existence of a *building* with a different use than the use described in the *DOR codes*, (2) the *improvement codes* represent records maintained by the Property Appraiser with the most information relative to *building area* regardless of property use, and (3) the City of Tallahassee *utility* customer database does not contain *building area* data.
- e. It is fair and reasonable and consistent with the decision of the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So.

2d 343 (Fla. 2002), to exclude from the *fire rescue costs*, amounts determined to constitute the cost of providing *EMS services*.

- f. Apportioning the *fire rescue cost for assessed property* among classifications of improved property based upon historical demand for *fire rescue services*, but not *EMS services*, is a fair and reasonable method of *cost apportionment* because it reflects the property uses' potential fire risk based upon *building use* and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the County's required standards and practices.
- g. The cost of responding to fire incidents varies among the *service zones*. Therefore, it is fair and reasonable to use a *cost factor* in calculating the *demand percentages* because it reflects the varying costs that are associated with the responses and services to different *property use categories* based upon average call duration, which accounts for the time that personnel and equipment were out of service.
- h. It is fair and reasonable to use the *fire rescue costs for assessed property* for the development of the *fire rescue assessment* and apply the *fire rescue assessment* for future fiscal years at the rates established in this Resolution because it is hereby determined that the actual annual cost of providing *fire rescue services* over the five-year period will be as great as or greater than the *fire rescue assessment* established herein.
- i. The *incident reports* are the most reliable data available to determine the potential demand for *fire rescue services* from property use and to determine the benefit to property use resulting from the availability of *fire rescue services*

to protect and serve *buildings* located within the *assessed property* and their intended occupants. There exist sufficient *incident reports* documenting the historical demand for *fire rescue services* from *assessed property* within the *property use categories*. The *demand percentage* determined for each *property use category* by an examination of such *incident reports* is consistent with the experience of the City of Tallahassee Fire Department. Therefore, the use of *demand percentages* determined by an examination of *incident reports* is a fair and reasonable method to apportion the *fire rescue costs* among the *property use categories*.

- j. The suppression of fire on vacant property primarily benefits the buildings within the adjacent improved property by the containment of the spread of fire rather than the preservation of the vacant property. Therefore, it is fair and reasonable not to apportion any of the costs attributed to providing *fire rescue services* to vacant property and the *incident reports* documenting historical *fire rescue costs* provided to vacant property were thus omitted from the *demand percentage* calculation.
- k. The budget for *fire rescue services* is sized based upon its ability to provide service to *assessed property* within the unincorporated area. Therefore, the level of services required to meet anticipated demand for *fire rescue services* and the corresponding budget required to fund *fire rescue services* provided to nonspecific property uses would be required notwithstanding the occurrence of any incidents from such nonspecific uses. Therefore, it is fair and reasonable to omit from the *demand percentage* calculation the *incident reports*



documenting *fire rescue services* provided to nonspecific property uses and vacant property.

- l. It is fair and reasonable to not charge a *fire rescue assessment* to *nongovernment property* that is vacant as evidenced by the cessation of *utility* services. The costs of administering and collecting *fire rescue assessments* from such vacant property exceed the anticipated *fire rescue assessments* that could be collected from such property.
- m. The size or the value of the *residential property* does not determine the scope of the required *fire rescue services* response. The potential demand for *fire rescue services* is driven by the existence of a *dwelling unit* and the anticipated average occupant population.
- n. Apportioning the *fire rescue costs* to *residential property* on a per *dwelling unit* basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of *parcel apportionment* based upon historical call data.
- o. The demand for *fire rescue service* availability is substantially the same for all *residential property*; therefore, it is fair and reasonable to use the combined *demand percentages* attributable to all types of *residential property*, both *single family property* and *multi-family property*, to determine *fire rescue assessments* for *residential property*.
- p. The risk of loss and the demand for *fire rescue services* availability is substantially the same for *buildings* below a certain minimum size. Because the value and anticipated occupancy of non-residential *buildings* below a certain minimum size is less, it is fair, reasonable, and equitable to provide a

lesser assessment burden on improved property containing such *buildings* by the creation of specific *building area* classification ranges for such parcels.

- q. The assessment of *nonresidential property* by square footage classification ranges is fair and reasonable for the purpose of *parcel apportionment* because the demand for fire rescue service, fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment is determined and measured by the square footage of structures and improvements within benefited parcels.
- r. The greater the *building area*, the greater the potential for a large fire and the greater the amount of firefighting resources that must be available in the event of a fire in a structure of that *building's* size. Therefore, it is fair and reasonable to use *building area* as a proxy for determining the *tax parcel's fire rescue assessment*.
- s. The separation of improved *non-residential property* into *building area* classification ranges is fair and reasonable for the purposes of *parcel apportionment* because: (1) the absence of a need for precise square footage data within the ad valorem tax records maintained by the Property Appraiser undermines the use of actual *building area* within each improved parcel as a basis for *parcel apportionment*; (2) the administrative expense and complexity created by an on-site inspection to determine the actual *building area* within each improved parcel assessed is impractical; (3) the demand for *fire rescue services* availability is not precisely determined or measured by the actual *building area* within benefited parcels; and (4) the classification of parcels within *building area* classification ranges is a fair and reasonable method to

classify benefited parcels and to apportion costs among benefited parcels that create similar demand for the availability of *fire rescue services*.

- t. The demand for the availability of *fire rescue services* diminishes at the outer limit of *building* size since a fire occurring in a structure greater than a certain size is not capable of being suppressed under expected conditions and the fire control activities under such circumstances are directed to avoid the spread of the fire event to adjacent *buildings*. Therefore, it is fair and reasonable to place a cap on the *building area* classification of benefited parcels within *non-residential property*.
  - u. In accordance with Section 125.0168, Florida Statutes, which mandates that counties treat recreational vehicle park property as *commercial property* for non-ad valorem special assessments levied by a county, like the *fire rescue assessment*, it is fair and reasonable to treat each space within recreational vehicle park property as a *building on commercial property* and to assign the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.
2. Cost Apportionment Methodology for Fire Rescue Assessment.
    - a. The number of *incident reports* filed within a sampling period was determined for *government property* and all *property use categories* of *nongovernment property*. The percentages of total *incident reports* allocated to *government property* as compared to total *incident reports* allocated to *nongovernment property* were used to calculate the *fire rescue cost for assessed property* and the *fire rescue cost for government property*.

- b. Next, to correlate the *nongovernment tax parcels* to the *service zones*, the *incident reports* filed within a sampling period were geo-coded on the GIS system map based upon the address provided in the *FFIRS* database.
- c. Based upon such correlation by *service zone*, the number of *incident reports* filed within a sampling period were determined for each *service zone*.
- d. A *cost factor* was then developed and applied to the *incident reports* within each *service zone* based upon the difference in average call duration between the *service zones* with Zone 1 being assigned a 1.00 weighting *cost factor* and Zone 2 being assigned a 1.26 weighting *cost factor*.
- e. A *demand percentage* was then determined for each *service zone* by calculating the percentage that *incident reports* allocated to each *service zone* bears to the total number of *incident reports* documented for both *service zones* during the sampling period. The *demand percentage* for each *service zone* was then applied to the *fire rescue cost for assessed property* and the resulting product is the cost allocation of that portion of the *fire rescue costs* allocated to each *service zone*.
- f. Using the weighted *incident reports*, fire rescue incidents were assigned within the County to the *property use categories* by correlating the *code descriptions* within the *fixed property use codes* to the *improvement codes* and *DOR codes*.
- g. To correlate the *property use categories* with the *state database*, the *code descriptions* within the *fixed property use codes* similar to *code descriptions* within the *improvement codes* that were used to determine the *property use categories* were identified. Exhibit A, Appendix C contains a designation of *code descriptions* by *property use category* with the *improvement codes*, and

Exhibit A, Appendix B contains a designation of *code descriptions* by *property use category* with the *fixed property use codes*. Such correlation between *code descriptions* by *property use category* between the *fixed property use codes* and the *improvement codes* is necessary to allocate the historical demand for *fire rescue services* as reflected by the weighted *incident reports* for *tax parcels* on the *tax roll* within the *property use categories*.

- h. Based upon such assignment of weighted *incident reports* to *property use categories*, the number of weighted *incident reports* filed within a sampling period was determined for each *property use category*. A *demand percentage* was then determined for each *property use category* in each *service zone* by calculating the percentage that weighted *incident reports* allocated to each *property use category* bear to the total number of weighted *incident reports* documented for all *property use categories* within the sampling period. The *demand percentage* for each *property use category* within each *service zone* was then applied to the *fire rescue cost for assessed property* for that *service zone*, and the resulting product is the cost allocation of that portion of the *fire rescue cost for assessed property* allocated to each *property use category* within that *service zone*.

### 3. Parcel Apportionment Methodology.

- a. The apportionment among *tax parcels* of *nongovernment property* of that portion of the *fire rescue cost for assessed property* apportioned to each *property use category* within each *service zone* under the *cost apportionment* is consistent with the *parcel apportionment* methodology described and determined herein.

- b. RESIDENTIAL PROPERTY. For each *service zone*, the *fire rescue assessment* for each *tax parcel* of *residential property* shall be computed by multiplying the *demand percentage* attributable to *residential property* by the *fire rescue cost for assessed property* allocated to the respective *service zone*, dividing such product by the total number of *dwelling units* shown on the *tax roll* within the *service zone*, and then multiplying such quotient by the number of *dwelling units* located on such *tax parcel*.
- c. NON-RESIDENTIAL PROPERTY. The *fire rescue assessments* for each *building* of *nonresidential property*, except recreational vehicle property, shall be computed as follows for each *service zone*:
1. Respectively, multiply the *fire rescue cost for assessed property* for the applicable *service zone* by the *demand percentage* attributable to each of the *non-residential property use categories*. The resulting dollar amounts reflect the portions of the *fire rescue services* budget to be respectively funded from *fire rescue assessment* revenue derived from each of the *non-residential property use categories*.
  2. Separate each *building* in each of the *nonresidential property use categories* into one of the following square footage categories:
    - a) *buildings* with a *building area* of 1,999 square feet or less;
    - b) *buildings* with a *building area* between 2,000 square feet and 3,499 square feet;
    - c) *buildings* with a *building area* between 3,500 square feet and 4,999 square feet;

- d) *buildings* with a *building area* between 5,000 square feet and 9,999 square feet;
  - e) *buildings* with a *building area* between 10,000 square feet and 19,999 square feet;
  - f) *buildings* with a *building area* between 20,000 square feet and 29,999 square feet;
  - g) *buildings* with a *building area* between 30,000 square feet and 39,999 square feet;
  - h) *buildings* with a *building area* between 40,000 square feet and 49,999 square feet; and
  - i) *buildings* with a *building area* between 50,000 square feet and 59,999 square feet; and
  - j) *buildings* with a *building area* between 60,000 square feet and 69,999 square feet; and
  - k) *buildings* with a *building area* between 70,000 square feet and 79,999 square feet; and
  - l) *buildings* with a *building area* between 80,000 square feet and 89,999 square feet; and
  - m) *buildings* with a *building area* between 90,000 square feet and 99,999 square feet; and
  - n) *buildings* with a *building area* of 100,000 square feet or greater.
3. As to each non-residential *property use category* multiply the number of *buildings* categorized in:
- a) Paragraph (2)(a) of this subsection by 1,000 square feet; and

- b) Paragraph (2)(b) of this subsection by 2,000 square feet; and
- c) Paragraph (2)(c) of this subsection by 3,500 square feet; and
- d) Paragraph (2)(d) of this subsection by 5,000 square feet; and
- e) Paragraph (2)(e) of this subsection by 10,000 square feet; and
- f) Paragraph (2)(f) of this subsection by 20,000 square feet; and
- g) Paragraph (2)(g) of this subsection by 30,000 square feet; and
- h) Paragraph (2)(h) of this subsection by 40,000 square feet; and
- i) Paragraph (2)(i) of this subsection by 50,000 square feet; and
- j) Paragraph (2)(j) of this subsection by 60,000 square feet; and
- k) Paragraph (2)(k) of this subsection by 70,000 square feet; and
- l) Paragraph (2)(l) of this subsection by 80,000 square feet; and
- m) Paragraph (2)(m) of this subsection by 90,000 square feet; and
- n) Paragraph (2)(n) of this subsection by 100,000 square feet.

4. For each non-residential *property use category*, add the products of paragraphs (3)(a) through (3)(n) of this subsection. The sum of these products reflects an aggregate square footage area for each non-residential *property use category* to be used in the computation of *fire rescue assessments*.

5. Divide the product of paragraph 1. of this subsection relative to each of the non-residential *property use categories* by the sum of the products for each non-residential *property use category* described in paragraph 4. of this subsection. The resulting quotient expresses a dollar amount adjusted or weighted per square foot of improved area to be used in computing *fire rescue assessments* on each of the respective non-residential *property use categories*.



6. For each of the non-residential *property use categories*, multiply the resulting quotients from paragraph 5. of this subsection by each of the respective products in paragraphs (3)(a) through (3)(n) of this subsection. The resulting products for each non-residential *property use category*, expresses a series of gross dollar amounts expected to be funded by all *buildings* in the respective non-residential *property use categories* in each of the square footage categories described in paragraph 2. of this subsection.

7. For each of the non-residential *property use categories*, divide each of the respective products of paragraph 6. of this subsection by the number of *buildings* determined to be in each of the square footage categories identified in paragraph 2. of this subsection. The result expresses the respective dollar amounts of the *fire rescue assessments* to be imposed upon each *building* in each of the non-residential *property use categories*.

d. RECREATIONAL VEHICLE PARK PROPERTY. Notwithstanding the procedure in subsection c. above for *non-residential property*, the *fire rescue assessments* for each *tax parcel* of *recreational vehicle park* property shall be computed as follows:

1. Aggregate the amount of square footage for each *tax parcel* of *recreational vehicle park*, with recreational vehicle park spaces, as reported to the Department of Health, at 191 square feet each, mobile home spaces, as reported to the Department of Health, at actual *building area* or 720 square feet each if actual square footage is not available, and actual *building area* for all other *buildings*.

2. Assign the respective dollar amount of the *fire rescue assessments* determined in subsection c. above for *commercial property* for the applicable *service zone* to the comparable aggregated square footage category ranges of *recreational vehicle park* property as calculated in paragraph 1. above. Any aggregated square footage that exceeds 100,000 square feet on a *tax parcel* shall be assigned the *commercial* dollar amount for 100,000 square feet. The result expresses the respective dollar amounts of the *fire rescue assessments* to be imposed upon each *recreational vehicle park* property.

e. MIXED USE PROPERTY. The *fire rescue assessments* for each *tax parcel* classified in two or more *property use categories* shall be the sum of the *fire rescue assessments* computed for each *property use category*.

#### 4. Amount of Fire Rescue Assessment.

The amount of the *fire rescue assessment* levied and imposed upon *nongovernment property* shall be as set forth in Exhibit B, Rate Schedule, commencing October 1, 2023, annually, until otherwise determined by the Board.

**Section 8. Exempt Property.** The *fire rescue assessment* heretofore imposed upon *nongovernment property* shall not be levied nor imposed against property owned or occupied by a “religious institution” as that term is defined in Section 170.201(2), Florida Statutes, to the extent same is used as a place of worship.

**Section 9. Lien.** The *fire rescue assessments* imposed herein shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

**Section 10. Collection of Fire Rescue Charge; Legislative Determinations.** The collection of the *fire rescue charge* shall be made pursuant to and in accordance with Section 7-44, Leon County Code of Laws, and is authorized hereby, commencing October 1, 2023. The use of the *utility* bills for the collection of the *fire rescue fee* and *fire rescue assessment* is a method of collection that is reasonably related and directed to those that derive the benefit received by the property from the provision of *fire rescue services*. The benefit to the property is not solely received by the *owner* of the property but also extends to all intended occupants, including but not limited to, tenants, leaseholders and others occupying the property. There is a rational nexus between the use of the *utility* bill to collect the *fire rescue fees* and *fire rescue assessments* from the property and the intended occupants of the property, including but not limited to, owners, tenants, leaseholders and others occupying property, and the benefit they derive through the enhancement of their use and enjoyment of the property. The use of *utility* bills for collection also provides a convenient mechanism of payment and further relieving any potential economic burden by providing an opportunity to pay smaller fees in twelve (12) increments annually as opposed to one larger lump sum payment being collected annually.

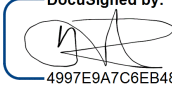
**Section 11. Final Adjudication.** The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment, the method of apportionment, the rate of assessment and fee, the and the levy and lien of the *fire rescue charges*), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

**Section 12. Repealer.** This resolution replaces and supersedes Resolution No. 15-20, which was adopted by the Board on May 26, 2015.

**Section 13. Effective Date.** This Resolution shall have effect upon adoption and shall apply to all property located within the unincorporated area of Leon County.

**DONE, ADOPTED AND PASSED** by the Board of County Commissioners of Leon  
County, Florida, this 11th day of July, 2023.

LEON COUNTY, FLORIDA

DocuSigned by:  
  
BY: 4997E9A7C6EB483...  
Nick Maddox, Chair  
Board of County Commissioners

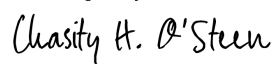
ATTESTED BY:

Gwendolyn Marshall Knight, Clerk  
& Comptroller, Leon County, Florida

DocuSigned by:  
  
BY: 178D7F95C3774F4...



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

DocuSigned by:  
  
BY: BCE5E0EFD079484...

# City of Tallahassee and Leon County, Florida

## Fire Assessment Memorandum

APRIL 2023

**Presented by:**  
Government Services Group, Inc.,  
an Anser Advisory Company  
1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
(850) 681-3717

# Table of Contents

INTRODUCTION..... 1

SERVICE DESCRIPTION..... 3

ASSESSABLE COST CALCULATIONS..... 8

DETERMINATION OF FIRE SERVICES DEMAND..... 13

COMPUTATION OF FIRE SERVICES ASSESSMENTS..... 15

FIRE SERVICES FEES IMPOSED ON GOVERNMENTAL PROPERTY..... 23

ADDITIONAL INFORMATION..... 24

# List of Tables

Table 1—Fire Rescue Department Building/Facility Inventory..... 3

Table 2—City of Tallahassee Fire Rescue Department Organizational Chart..... 4

Table 3—Fire Rescue Department Apparatus Normal Staffing Requirements ..... 5

Table 4—Fire Rescue Department Apparatus Fire Flow ..... 5

Table 5—Fire Department Minimum Response Protocol..... 7

Table 6—Fire Assessable Cost Calculations (Fiscal Years 2023-24)..... 6

Table 7—Fire Assessable Cost Calculations Five-Year Average (FY 23-24 thru FY 27-28) ..... 11

Table 8—Fire Calls by Category (July 1, 2019 through June 30, 2022) ..... 14

Table 9—Fire Calls to Non-Government Properties by Zone (July 1, 2019 – June 30, 2022) ..... 15

Table 10—Weighted Fire Calls to Non-Government Properties by Zone (July 1, 2019 – June 30, 2022). 16

Table 11—Weighted Fire Calls by Category to Non-Government Properties  
(July 1, 2019 – June 30, 2022) ..... 16

Table 12—Cost Apportionment (Five-Year Average)..... 17

Table 13—Parcel Apportionment within Property Use Categories ..... 17

Table 14—Parcel Apportionment (Residential Property Use Category) ..... 18

Table 15—Parcel Apportionment (Non-Residential Property Use Category) ..... 20

Table 16—Fire Services Assessment Rates (Five-Year Average) ..... 21

Table 17—Estimated Impact of Exemptions (Five-Year Average) ..... 22

Table 18—Government Cost Allocation ..... 23

Table 19—Government Rate Calculation..... 23

# Appendices

Appendix A—Situation Found Codes and Descriptions

Appendix B—Fixed Property Use Codes and Descriptions

Appendix C—Leon County Property Appraiser Building Improvement Codes and Use Descriptions with  
Assignment of Property Use Category

Appendix D—Department of Revenue (DOR) Codes

Appendix E—Map of Service Zones

# Introduction

The City of Tallahassee (City) and Leon County (County) entered into a professional services agreement with Government Services Group, Inc., an Anser Advisory Company (GSG) to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund fire services within the incorporated and unincorporated areas of the County (Fire Assessment Project).

The objective of this Fire Assessment Project is to develop and implement an update to the City's current revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis throughout the entire County for Fiscal Year 2023-24 and future fiscal years. The mechanism for collecting the fire fee from governmental properties will remain in effect, however both the City and County will utilize the City's utility bill as the collection method for all non-governmental properties where possible and the City will assist the County in the collection of the fire assessment utilizing the utility bill, tax bill, and separate bills. This document is the Fire Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified in the scope of services.

The work effort, documented by this Assessment Memorandum, focused on the calculation of assessment rates and classifications required to fully fund the identified assessable costs to provide countywide fire services for Fiscal Year 2023-24 and future fiscal years. However, the City and County have the choice of funding all or only a portion of the assessable costs based on policy direction. In addition, the work effort recorded in this Assessment Memorandum required the identification of the full costs of assessable fire services (net of all fire related revenues) and the allocation of those costs to properties that specially benefit from the provision of such fire services.

## BACKGROUND

In 1999, the City adopted a fire services funding program consisting of two components: a Fire Fee and a Fire Assessment. The goal of the Fire Services Funding Project in 1999 was to design an alternative revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis. The Fire Fee is the funding mechanism that secures recovery of the cost for providing fire services to governmental property. The Fire Assessment is the funding mechanism for non-government property that could be collected on the City's utility bill. The program was updated to account for changes in call data, property data and service delivery in 2004, 2009, and 2015.

## OBJECTIVES

The City retained GSG to develop an annual recurring special assessment program that is capable of funding all of the assessable costs associated with providing countywide fire services. The City will utilize the utility bill for collection of the fire assessment and will assist the County in the collection of the fire assessment utilizing the utility bill, the tax bill, and separate bills. GSG has been charged to fully cost the services to be provided by the City, develop a fair and reasonable apportionment methodology for such



assessable costs, and determine assessment rates and parcel classifications that are accurate, fair and reasonable.

The fire non-ad valorem assessments must meet the Florida case law requirements for a valid special assessment. These requirements include the following:

1. The service provided must confer a special benefit to the property being assessed; and
2. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

The work effort of this project required the evaluation of data obtained from the City and the County to develop a fire assessment program that focuses upon the projected Fiscal Year 2023-24 assessable cost calculations. The objectives of this initial effort were to:

- Determine the full costs of providing fire services within the County.
- Review such final cost determination with the City to determine which elements provide the requisite special benefit to the assessed properties.
- Determine the relative benefit anticipated to be derived by categories of property use within the County from the delivery of fire services.
- Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within each category of property use.
- Calculate assessment rates and parcel classifications for Fiscal Year 2023-24 and future years based on the projected Fiscal Year 2023-24 through Fiscal Year 2027-28 Fire Department budget provided by the City and associated assessable costs developed by GSG.

# Service Description

Fire Rescue services are provided throughout the County from 17<sup>1</sup> paid fire rescue stations and 6 volunteer stations. Two of the volunteer stations are co-located at Stations 15 and 10. Table 1 identifies fire rescue buildings/facilities inventory, as well as the corresponding physical location address for the facility.

**Table 1**  
**Fire Rescue Department Buildings/Facility Inventory**

| Station  | Address                                    |
|--|--|
| Station #1   | 327 North Adams Street, Tallahassee        |
| Station #2   | 2805 Sharer Road, Tallahassee              |
| Station #3   | 3005 South Monroe Street, Tallahassee      |
| Station #4   | 2899 West Pensacola Street, Tallahassee    |
| Station #5   | 3238 Capital Circle Southwest, Tallahassee |
| Station #6   | 2901 Apalachee Parkway, Tallahassee        |
| Station #7   | 2805 Shamrock South, Tallahassee           |
| Station #8   | 2423 Hartsfield Road, Tallahassee          |
| Station #9   | 3209 Thomasville Road, Tallahassee         |
| Station #10  | 5323 Tower Road, Tallahassee               |
| Station #11  | 8752 Centerville Road, Tallahassee         |
| Station #12  | 4701 Chaires Cross Road, Tallahassee       |
| Station #13  | 1555 Oak Ridge Road East, Tallahassee      |
| Station #14  | 16614 Blountstown Highway, Tallahassee     |
| Station #15  | 1445 Bannerman Road, Tallahassee           |
| Station #16  | 913 Easterwood Drive, Tallahassee          |
| Station #17  | 1815 Lake Bradford Road, Tallahassee       |
| Miccosukee<br>(County-Volunteer)                                   | 15013 Cromartic Road, Tallahassee          |
| Bradfordville<br>(County-Volunteer)<br>(Co-located at Station #15) | 1445 Bannerman Road Tallahassee            |
| Lake Jackson<br>(County-Volunteer)<br>(Co-located at Station #10)  | 5323 Tower Road, Tallahassee               |
| Chaires-Capitola<br>(County-Volunteer)                             | 6370 Williams Road, Tallahassee            |
| Woodville<br>(County-Volunteer)                                    | 155 East Oakridge, Tallahassee             |
| Lake Talquin<br>(County-Volunteer)                                 | 16614 Blountstown Highway, Tallahassee     |

Source: City of Tallahassee

The City of Tallahassee Fire Rescue Department provides standard fire suppression, medical services, hazmat response, technical rescue, airport capabilities, state disaster response, emergency response and

<sup>1</sup> Station 17 is anticipated to be operational by the end of 2023.

disaster preparedness, fire prevention and safety education.

The City has an interlocal agreement with Leon County to provide fire protection services within the unincorporated area of the County. The County compensates the City for these services with collections from the fire service assessment in the unincorporated areas of the County.

The County has an interlocal agreement with the City to provide ALS and transport EMS services to the incorporated area of the City. The City compensates the County for these services by providing for the inclusion of the territorial boundaries of the City within the EMS Municipal Services Taxing Unit (MSTU) of the County. However, the City provides provide Advanced Life Support (ALS) services in coordination with Leon County EMS. The County compensates the City for these services.

Dispatch services for fire and EMS services are provided through a joint dispatch operation between the City and the County.

Tables 2 through 5 outline the Fire Rescue Department's current service operations and service components. Table 2 outlines the Fire Rescue Department's organizational structure.

**Table 2**  
**City of Tallahassee Fire Rescue Department Organizational Chart**

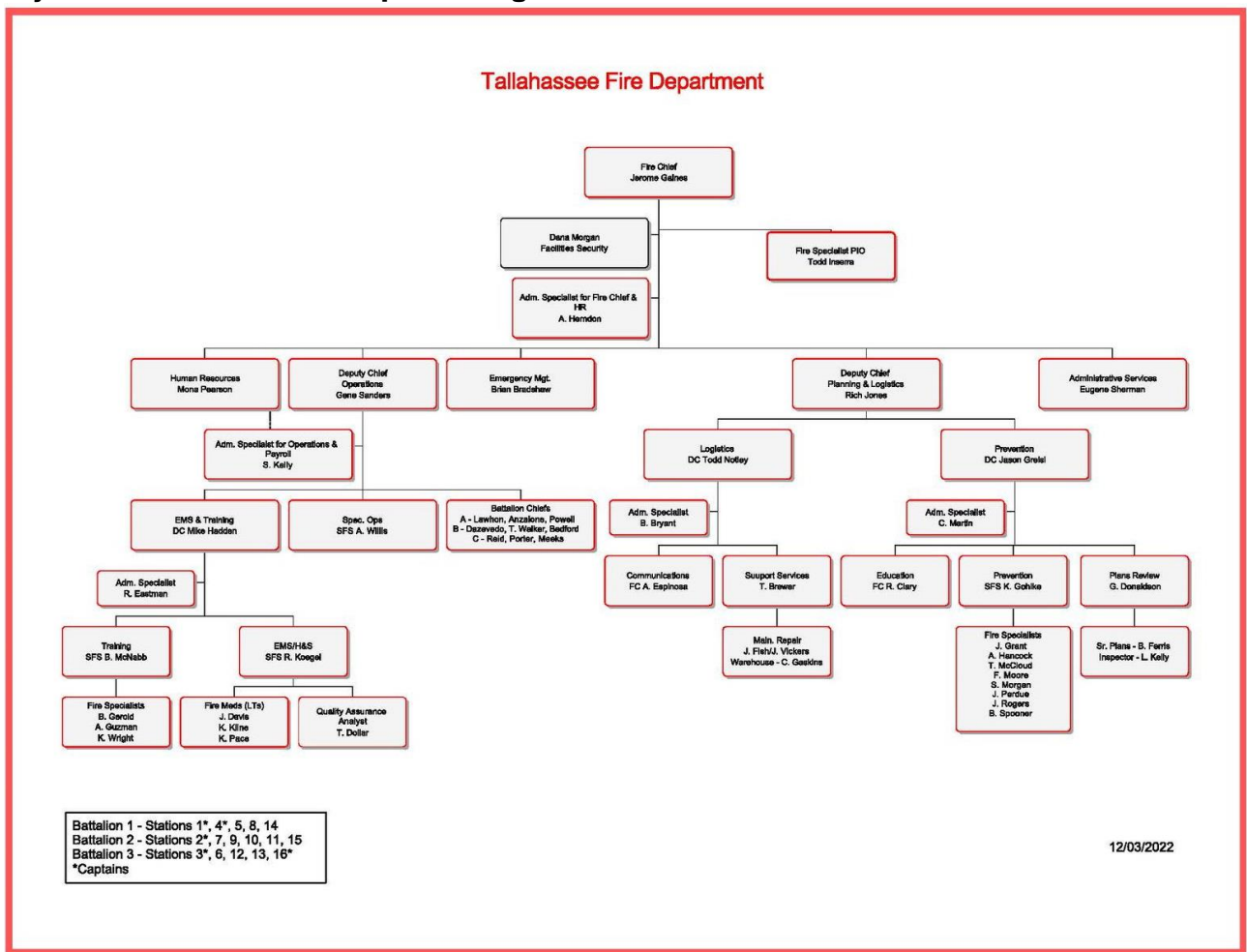


Table 3 describes the normal staffing for each apparatus. This information is used in the development of the Administrative Factor, as further discussed in the “Development of Factors” section of this Assessment Memorandum.

**Table 3**  
**Fire Rescue Department Apparatus Normal Staffing Requirements**

| Apparatus                   | Typical Staffing |
|-----------------------------|------------------|
| Engine                      | 4 personnel      |
| Chevy Tahoe/Battalion Chief | 1 personnel      |
| Rescue                      | 2 Personnel      |
| Truck                       | 4 Personnel      |
| Tanker                      | 1 Personnel      |
| Airport                     | 1 Personnel      |

Source: City of Tallahassee

Table 4 lists the location and the fire flow/pumping capacity of the Fire Rescue Department’s apparatus. This information is used to determine the square footage cap for non-residential properties.

**Table 4**  
**Fire Rescue Department Apparatus Fire Flow**

| Location                                 | Apparatus                              | Fire Flow (GPM) |
|--|--|-----------------|
| Station 1                                | 2022 E-One Tanker                      | 1,500           |
|  | 1996 E-One International Air and Light | N/A             |
|  | 2014 Pierce Impel Pumper               | 1,500           |
|  | 2021 E-One 100’ Platform               | 1,500           |
|  | 2017 Chevy Tahoe                       | N/A             |
|  | 2014 E-One Impel Pumper                | 1,500           |
| Station 2                                | 2017 Hackney Tractor Trailer Haz-Mat   | N/A             |
|  | 2016 Chevy Tahoe                       | N/A             |
|  | 2018 E-One 100’ Platform               | 1,500           |
|  | 2020 Ford F-550 Brush Truck            | 350             |
|  | 2017 E-One Typhoon Pumper              | 1,500           |
| Station 3                                | 1994 Rescue-1 Boat                     | N/A             |
|  | 2005 Ford-550 HazMat Tow Vehicle       | N/A             |
|  | 1997 E-One Medium Rescue               | N/A             |
|  | 2014 Pierce Impel 75 ft. Aerial        | 1,500           |
|  | 2016 Chevy Tahoe                       | N/A             |
|  | 2017 E-One Typhoon Pumper              | 1,500           |
| Station 4                                | 2010 Rescue -1 Boat                    | N/A             |
|  | 2018 E-One 100’ Aerial                 | 1,500           |
|  | 1996 E-One International Rescue Squad  | 500             |
|  | 1998 16ft. Trailer                     | N/A             |
|  | 2002 Ford F-550 Brush Truck            | 350             |
|  | 2022 E-One Typhoon Pumper              | 1,500           |
|  | 2005 International 4X4 Tractor         | N/A             |
|  | 2005 Hackney Trailer                   | N/A             |
| 2005 E-One International Air Light Truck | N/A                                    |                 |

| <b>Location</b>  | <b>Apparatus</b>                       | <b>Fire Flow (GPM)</b> |
|------------------|--|------------------------|
| Station 5*       | 2015 Oshkosh Stinger F-550 ARFF        | 500                    |
|                  | 2010 E-One Titan Force ARFF            | 3,300                  |
|                  | 2014 Oshkosh Striker 3000              | 3,300                  |
| Station 6        | 2017 E-One Typhoon Pumper              | 1,500                  |
| Station 7        | 2019 E-One Typhoon Pumper              | 1,500                  |
| Station 8        | 2017 E-One Typhoon Pumper              | 1,500                  |
| Station 9        | 2015 Pierce Impel Pumper               | 1,500                  |
| Station 10       | 2015 Pierce Impel Pumper               | 1,500                  |
| Station 11       | 2019 E-One International Tanker/Pumper | 1,500                  |
|                  | 2015 Pierce F-550 Rescue               | 650                    |
| Station 12       | 2019 E-One International Tanker/Pumper | 1,500                  |
|                  | 2016 Pierce F-550 Rescue               | 650                    |
| Station 13       | 2020 E-One International Tanker/Pumper | 1,500                  |
|                  | 2015 Pierce F-550 Rescue               | 650                    |
| Station 14       | 1994 Rescue-1 Boat                     | N/A                    |
|                  | 2016 Pierce F-550 Rescue               | 650                    |
|                  | 2020 E-One International Tanker/Pumper | 1,500                  |
| Station 15       | 2020 Gator Tail Boat                   | N/A                    |
|                  | 2019 Ford F-550 Brush Truck            | 350                    |
|                  | 2019 E-One Typhoon Pumper              | 1,500                  |
| Station 16       | 2015 Pierce Impel 100' Tower           | 1,500                  |
|                  | 2015 Pierce Impel Pumper               | 1,500                  |
|                  | 2019 Ford F-550 Brush Truck            | 350                    |
|                  | 1994 Rescue-1 Boat                     | N/A                    |
| <b>Total GPM</b> |  | <b>37,500</b>          |

Source: City of Tallahassee

\* Pumping capacity for Station 5 is not included in total because those apparatus are dedicated to the airport.

The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Rescue Department can pump to a first alarm non-residential fire. As outlined by Table 4 above, the pumping capacity of the City's Fire Rescue Department is 37,500 gallons per minute. Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NFPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the Fire Rescue Department currently has sufficient fire flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet.

Table 5 below details the Fire Rescue Department's response protocol.

**Table 5**  
**Minimum Response Protocol**

| <b>Call Type</b>                 | <b>Typical City Response</b>                               |
|----------------------------------|--|
| Medical                          | Engine (1)   |
| Vehicle Accident                 | Engine (1)   |
| Vehicle Accident with Extraction | Engines (2), FireMed (1), Battalion Chief (1)              |
| Residential Fire (single)        | Engines (3), Truck (1), Battalion Chiefs (2), FireMed (1)  |
| Residential Structure (multiple) | Engines (4), Truck (1), Battalion Chiefs (2), FireMed (1)  |
| Residential/Building Alarm       | Engine (1)   |
| Commercial Fire                  | Engines (4), Truck (1), FireMed (1), Battalion Chiefs (2)  |
| Hazardous Material               | Engines (2), Haz-Mat (1), FireMed (1), Battalion Chief (1) |
| Service Calls                    | Engine (1)   |

| <b>Call Type</b>                 | <b>Typical County Response</b>   |
|----------------------------------|--|
| Medical                          | Rescue (1), Tanker (1)   |
| Vehicle Accident                 | Rescue (1), Tanker (1)   |
| Vehicle Accident with Extraction | Rescue (1), Tanker (1), FireMed (1), Battalion Chief (1), Engine (1)                       |
| Residential Fire (single)        | Rescue (1), Tanker (1), FireMed (1), Battalion Chiefs (2), TA1 (1), Engines (2), Truck (1) |
| Residential Structure (multiple) | Rescue (1), Tanker (1), FireMed (1), Battalion Chiefs (2), TA1 (1), Engines (3), Truck (1) |
| Residential/Building Alarm       | Rescue (1), Tanker (1)   |
| Commercial Fire                  | Rescue (1), Tanker (1), FireMed (1), Battalion Chiefs (2), TA1 (1), Engines (3), Truck (1) |
| Hazardous Material               | Rescue (1), Tanker (1), HazMat (1), FireMed (1), Battalion Chief (1), Engine (1)           |
| Service Calls                    | Rescue (1), Tanker (1)   |

Source: City of Tallahassee

# Assessable Cost Calculations

The cost calculations, apportionment methodology and assessable rates developed apply to the fire services serving the unincorporated area of Leon County and the incorporated area of the City of Tallahassee.

## DEVELOPMENT OF FACTORS

### FIRE RESCUE V. EMERGENCY MEDICAL SERVICES

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the “North Lauderdale” case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. In 2002, the Florida Supreme Court upheld the decision of the Fourth District Court of Appeals.

To address these concerns, GSG developed a methodology that removed the costs associated with emergency medical services. This method of splitting the fire and EMS portions of a consolidated public safety department’s budget was upheld by the Fourth District Court of Appeals in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4<sup>th</sup> DCA 2010).

The proposed fire rescue department’s line-item costs were allocated between fire rescue and emergency medical services as a result of the Florida Supreme Court’s opinion in City of North Lauderdale v. SMM Properties that emergency medical services (above the level of first response) do not provide a special benefit to property. Accordingly, the City’s fire rescue costs were split from emergency medical service costs based on the following general guidelines.

### DIRECT ALLOCATIONS

To the extent that certain line items could be allocated directly to fire, direct allocations were made. For example, all costs associated with “Fire Prevention”, “Fire Plans Review” and “Contractual Svc – VFD County” were allocated entirely to fire. All costs directly related to “Medical Services” were directly allocated to EMS.

### ADMINISTRATIVE FACTOR

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel per shift. The administrative factor calculations are based on the City’s total Fire Rescue Department combat personnel staffing, including an allocation for volunteers. Under normal staffing, this results in 87 non-EMS personnel and 19 EMS personnel for a total of 106 combat personnel. This normal staffing yields an 82.08 % percent non-EMS Administrative Factor.

This percentage was applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be operationally allocated (see below). For example, the Administrative Factor was applied to the line-item expenditures for salaries and benefits, “Uniforms and Clothing”, and “Utilities - Electric” to determine the fire service costs of these line items.

## OPERATIONAL FACTOR

Other line items were allocated between fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e., fire) calls and EMS calls, and this ratio which is based on the City's Fire Rescue Department's operations, was then applied to certain budget line items such as "Equipment Repairs" and "Gasoline".

To develop the Operational Factor, GSG obtained fire rescue incident data identifying the number of fire rescue calls made to property categories within the entire County over a three-year period. The City fire rescue incident data was used to determine the demand for fire rescue services. GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for a three-year period July 1, 2019 through June 30, 2022.

The State Fire Marshal's office uses the Florida Fire Incident Reporting System (FFIRS). This system is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner. Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. Appendix A provides a codes list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

The ratio between non-EMS (i.e., fire) calls and EMS calls is then applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be administratively allocated. For the three-year period, the City reported 66,575 total fire rescue incident calls to FFIRS, of which 18,563 were non-EMS (i.e. fire) calls and 48,012 were EMS calls. This information results in a 27.88% non-EMS Operational Factor.

## ASSESSABLE COST CALCULATIONS

The fire services assessable cost calculations for Fiscal Years 2023-24 through 2027-28 are based on the following assumptions for the purpose of this Fire Assessment Memorandum.

- Actual projected expenditures and revenues were provided by the City for Fiscal Years 2023-24 through 2027-28.
- Revenues are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for that year. Revenues are comprised of revenues directly received from or for the delivery of fire services, such as "Fire Inspection Fees," "Forfeited Discounts," "Firefighters Supplemental Comp," and contract for service revenues that are allocated to the fire budget.
- All costs associated with providing contract services to the Tallahassee Regional Airport were included in the assessable budget with the corresponding contract revenues removed from the assessable budget calculations.
- The line item "Statutory Discount & Undercollection" under "Additional Costs" reflects a 95% collection rate of the Fire Services Assessment.
- The costs associated with supporting the volunteer fire departments were included as 100% fire costs and are included in the assessable budget.



Table 6 provides a calculation of the assessable costs for Fiscal Year 2023-24 based on an application of the above factors to the Fiscal Year 2023-24 Projected Budget. The calculation yields an assessable cost of \$47,481,665 for Fiscal Year 2023-24.

**Table 6**  
**Fire Services Assessable Cost Calculations (FY 2023-24)**

|   | <b>FY23-24<br/>Budget</b> | <b>FY23-24<br/>Assessable</b> |
|---|---------------------------|-------------------------------|
| <b>Expenditures</b>                       |                           |                               |
| <b>Personnel Services</b>                 |                           |                               |
| Salaries                                  | 24,212,689                | 20,236,470                    |
| Salary Enhancements                       | 1,096,598                 | 916,672                       |
| Firefighter Holiday Pay                   | 809,046                   | 674,568                       |
| Overtime                                  | 1,317,005                 | 1,101,071                     |
| Other Salary Items                        | 669,818                   | 556,550                       |
| Pension- Current                          | 8,246,987                 | 6,866,071                     |
| Pension- MAP                              | 121,924                   | 104,320                       |
| Mandatory Medicare                        | 370,328                   | 309,426                       |
| Health Benefits                           | 3,911,866                 | 3,259,873                     |
| Health Benefits - OPEB                    | 244,969                   | 201,059                       |
| Flex Benefits                             | 52,499                    | 45,069                        |
| Vacancy Factor of 3%                      | -355,971                  | -296,268                      |
| <b>Total Personnel Services</b>           | <b>\$40,697,758</b>       | <b>\$33,974,882</b>           |
| <b>Operating Expenses</b>                 |                           |                               |
| Advertising                               | 1,689                     | 1,386                         |
| Cleaning & Laundry                        | 14,525                    | 12,981                        |
| Reproduction                              | 5,658                     | 2,479                         |
| Equipment Repairs                         | 47,402                    | 11,687                        |
| Medical Services                          | 102,700                   | 1,568                         |
| Construction Services                     | 10,457                    | 8,583                         |
| Unclassified Contractual Svcs             | 352,574                   | 205,745                       |
| Contractual Svc - VFD County              | 504,518                   | 504,518                       |
| Contractual Svc - Other                   | 400,000                   | 400,000                       |
| Computer Software                         | 3,294                     | 2,704                         |
| Telephone                                 | 23,579                    | 18,244                        |
| Chem-Med-Lab                              | 105,961                   | 3,839                         |
| Food                                      | 1,266                     | 1,039                         |
| Gasoline                                  | 866                       | 341                           |
| Office Supplies                           | 21,700                    | 16,672                        |
| Uniforms & Clothing                       | 458,907                   | 376,752                       |
| Unclassified Supplies                     | 176,519                   | 124,039                       |
| Non-Capital- Furniture & Equip            | 837                       | 837                           |
| Travel & Training                         | 77,756                    | 52,737                        |
| Journals & Books                          | 17,949                    | 15,831                        |
| Memberships                               | 4,191                     | 3,195                         |
| Certificates & Licenses                   | 2,404                     | 600                           |
| Rent Expense- Machines                    | 10,449                    | 8,576                         |
| Unclassified Charges                      | 54,898                    | 45,058                        |
| <b>Total Operating Expenses</b>           | <b>\$2,400,099</b>        | <b>\$1,819,412</b>            |
| <b>Other Services &amp; Charges</b>       |                           |                               |
| Bad Debt Expense                          | 168,736                   | 168,736                       |
| <b>Total Other Services &amp; Charges</b> | <b>\$168,736</b>          | <b>\$168,736</b>              |
| <b>Capital Outlay</b>                     |                           |                               |

|  | <b>FY23-24<br/>Budget</b> | <b>FY23-24<br/>Assessable</b> |
|--|---------------------------|-------------------------------|
| Computer Equipment                         | 1,255                     | 1,255                         |
| Vehicle Equipment                          | 166,666                   | 164,743                       |
| Unclassified Equipment                     | 184,324                   | 162,957                       |
| <b>Total Capital Outlay</b>                | <b>\$352,245</b>          | <b>\$328,956</b>              |
| <b>Internal Service Funds</b>              |                           |                               |
| Human Resource Expense                     | 491,633                   | 406,145                       |
| Accounting Expense                         | 220,228                   | 183,621                       |
| Purchasing Expense                         | 63,410                    | 52,174                        |
| Information Systems Expense                | 2,497,035                 | 2,060,901                     |
| Risk Management Expense                    | 409,185                   | 337,415                       |
| Radio Communications Expense               | 203,023                   | 166,632                       |
| Revenue Collection                         | 424,465                   | 424,465                       |
| Utility Services Expense                   | 1,884,299                 | 1,884,299                     |
| Facilities and Environmental               | 48,050                    | 39,837                        |
| Vehicle Garage Expense                     | 1,237,218                 | 376,947                       |
| Vehicle Fuel                               | 205,018                   | 59,565                        |
| Vehicle Replacement                        | 3,111,004                 | 924,775                       |
| Indirect Costs                             | 559,824                   | 468,068                       |
| Community Relations Expense                | 192,731                   | 158,185                       |
| Diversity and Inclusion Expense            | 119,267                   | 98,528                        |
| <b>Total Internal Service Funds</b>        | <b>\$11,666,390</b>       | <b>\$7,641,559</b>            |
| <b>Utilities and Other Expenses</b>        |                           |                               |
| Utilities - Sewer                          | 34,336                    | 28,527                        |
| Utilities - Sanitation                     | 18,865                    | 15,745                        |
| Utilities - Stormwater                     | 23,549                    | 19,379                        |
| Utilities - Gas                            | 40,049                    | 32,870                        |
| Utilities - Water                          | 27,701                    | 22,857                        |
| Utilities - Electric                       | 207,817                   | 173,586                       |
| Utilities - Fire Services                  | 51,003                    | 41,861                        |
| <b>Total Utilities and Other Expenses</b>  | <b>\$403,320</b>          | <b>\$334,825</b>              |
| <b>Transfers</b>                           |                           |                               |
| Debt Service Transfer                      | 1,270,772                 | 1,270,772                     |
| Inter-Fund Ops Transfer                    | 46,360                    | 46,360                        |
| <b>Total Transfers</b>                     | <b>\$1,317,132</b>        | <b>\$1,317,132</b>            |
| <b>Contributions to Operations</b>         |                           |                               |
| Contribution to CDA Operating              | 335,976                   | 93,680                        |
| <b>Total Contributions to Operations</b>   | <b>\$335,976</b>          | <b>\$93,680</b>               |
| <b>Year End Adjustments</b>                |                           |                               |
| XFER TO FIRE SVCS OP RESERVE               | 1,202,828                 | 0                             |
| <b>Total Year End Adjustments</b>          | <b>\$1,202,828</b>        | <b>\$0</b>                    |
| <b>5-year CIP</b>                          |                           |                               |
| Facilities Management & Maintenance Master | 406,000                   | 333,226                       |
| Fire Hydrant Maintenance Master            | 860,213                   | 860,213                       |
| <b>Total 5-year CIP</b>                    | <b>\$1,266,213</b>        | <b>\$1,193,439</b>            |
| <b>Total Expenditures</b>                  | <b>\$59,810,697</b>       | <b>\$46,872,619</b>           |
| <b>Revenues</b>                            |                           |                               |

|  | <b>FY23-24<br/>Budget</b> | <b>FY23-24<br/>Assessable</b> |
|--|---------------------------|-------------------------------|
| Fire Inspection Fees                     | 365,195                   | 365,195                       |
| Firefighters Supplemental Comp           | 113,808                   | 113,808                       |
| Leon County EMS Payment                  | 3,501,740                 | 0                             |
| Forfeited Discounts                      | 73,198                    | 73,198                        |
| Interest                                 | -31,683                   | -31,683                       |
| Other Miscellaneous Revenue              | 12,548                    | 12,548                        |
| Contribution From Airport Fund           | 1,356,923                 | 1,356,923                     |
| <b>Total Revenues</b>                    | <b>\$5,391,729</b>        | <b>\$1,889,989</b>            |
| <b>Total Expenditures</b>                | <b>\$59,810,697</b>       | <b>\$46,872,619</b>           |
| <b>Total Revenues</b>                    | <b>\$5,391,729</b>        | <b>\$1,889,989</b>            |
| <b>Net Expenditures</b>                  | <b>\$54,418,968</b>       | <b>\$44,982,630</b>           |
| <b>Additional Costs</b>                  |                           |                               |
| Under collection (5%)                    |                           | 2,499,035                     |
| <b>Total Additional Costs</b>            |                           | <b>\$2,499,035</b>            |
| <b>Total Net Assessable Expenditures</b> |                           | <b>\$47,481,665</b>           |

Table 7 shows the calculation of the full cost of the Fire Services Assessment Program for Fiscal Year 2023-24 through Fiscal Year 2027-28 as well as the five-year average Fire Services Assessment Program cost.

**Table 7**  
**Fire Assessable Cost Calculations Five-Year Average (FY 23-24 thru FY 27-28)**

|  | <b>FY23-24<br/>Assessable</b> | <b>FY24-25<br/>Assessable</b> | <b>FY25-26<br/>Assessable</b> | <b>FY26-27<br/>Assessable</b> | <b>FY27-28<br/>Assessable</b> | <b>5-Yr Average<br/>Assessable</b> |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|------------------------------------|
| <b>Expenditures</b>                      |                               |                               |                               |                               |                               |                                    |
| Personnel Services                       | \$33,974,882                  | \$36,331,042                  | \$38,269,326                  | \$39,594,842                  | \$40,274,267                  | \$37,688,872                       |
| Operating Expenses                       | \$12,897,738                  | \$12,798,144                  | \$12,964,929                  | \$13,132,855                  | \$13,082,694                  | \$12,975,272                       |
| <b>Total Expenditures</b>                | <b>\$46,872,619</b>           | <b>\$49,129,186</b>           | <b>\$51,234,255</b>           | <b>\$52,727,697</b>           | <b>\$53,356,961</b>           | <b>\$50,664,144</b>                |
| <b>Total Revenues</b>                    | <b>\$1,889,989</b>            | <b>\$1,918,339</b>            | <b>\$1,947,114</b>            | <b>\$1,976,320</b>            | <b>\$2,005,965</b>            | <b>\$1,947,545</b>                 |
| <b>Net Expenditures</b>                  | <b>\$44,982,630</b>           | <b>\$47,210,847</b>           | <b>\$49,287,141</b>           | <b>\$50,751,377</b>           | <b>\$51,350,996</b>           | <b>\$48,716,598</b>                |
| <b>Additional Costs</b>                  | <b>\$2,499,035</b>            | <b>\$2,622,825</b>            | <b>\$2,738,174</b>            | <b>\$2,819,521</b>            | <b>\$2,852,833</b>            | <b>\$2,706,478</b>                 |
| <b>Total Net Assessable Expenditures</b> | <b>\$47,481,665</b>           | <b>\$49,833,672</b>           | <b>\$52,025,315</b>           | <b>\$53,570,898</b>           | <b>\$54,203,829</b>           | <b>\$51,423,076</b>                |

# Determination of Fire Services Demand

## INCIDENT DATA

GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for a three-year period July 1, 2019 through June 30, 2022. The City uses the Florida Fire Incident Reporting System (FFIRS) to record its fire rescue incidents. The FFIRS is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner.

Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. A data field in the FFIRS, “type of situation found,” identifies the incident as an EMS or non-EMS type of call for each incident. Appendix A provides a code list for the “type of situation found” as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

Another data field in the FFIRS, “fixed property use,” identifies the type of property that fire rescue departments respond to for each fire rescue incident. The fixed property uses correlate to property uses determined by the Leon County Property Appraiser on the ad valorem tax roll. Appendix B provides a code list for the “fixed property use” as recorded on the fire rescue incident reports.

GSG analyzed the three years of fire rescue incident data from the FFIRS files to evaluate trends and determine if aberrations were present. The fire rescue incident data for the three-year period (July 1, 2019 through June 30, 2022) represents 66,575 fire rescue incidents. Of the 66,575 fire rescue incidents, there were 48,012 incidents classified as EMS type incidents based on the type of situation found indicated on the incident report. The 48,012 EMS type incidents were not included in the analysis.

There are certain fire incidents that could not be assigned to a specific property or parcel. These calls represent non-specific type incidents, which are incidents that either could not be correlated to a specific parcel or calls that involved auto accidents and other types of incidents along roads and highways.

Of the 18,563 remaining fire type incidents, 15,777 were calls to specific property uses. The remaining 2,786 incidents were considered non-specific type incidents. Because of the inability to correlate these non-specific type incidents to specific property categories, the call analysis does not include these 2,786 incidents. Additionally, the level of services required to meet anticipated demand for fire services and the corresponding annual fire services budget required to fund fire services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property uses.

The suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. The 578 calls to these two property-use categories were removed.

Of the remaining 15,199 fire type incidents, there were 1,782 calls for service to government properties and 13,417 calls to non-Government properties as identified by addresses or fixed property use codes provided in the FFIRS reports. The costs associated with providing service to government properties were segregated. Those government properties will fund fire service through a fee that is determined by the historical demand for service as detailed later in this Memorandum.

Table 8 outlines the assignment of fire type incidents based on the analysis conducted by GSG.

**Table 8**  
**Fire Calls by Category (July 1, 2019 through June 30, 2022)**

| <b>Property Category</b> | <b>Number of Fire Incidents</b> | <b>Percentage of Total Incidents</b> |
|--------------------------|---------------------------------|--------------------------------------|
| Non-Government           | 13,417                          | 88.28%                               |
| Government               | 1,782                           | 11.72%                               |
| <b>Total</b>             | <b>15,199</b>                   | <b>100%</b>                          |

Source: City of Tallahassee

## PROPERTY DATA

GSG obtained information from the ad valorem tax roll from the Leon County Property Appraiser's office, the City's utility billing files, and the County's certified fire assessment roll to develop the assessment roll. Each building within the County on the ad valorem tax roll was assigned to one or more of the property-use categories based on their assignment of use by the Leon County Property Appraiser or verification of use obtained through field research. A list of building improvement codes used by the Leon County Property Appraiser and their assignment to a property use category is provided as Appendix C.

The Residential Property Use Category includes such properties as single-family, duplexes, mobile homes, triplexes, quadruplexes, apartments, condominiums, townhouses, and cooperatives. In the event the data was indefinite, the DOR codes were used to clarify mobile home categories and help identify condominium and townhouse buildings. For parcels assigned to the Residential Property Use Category, GSG utilized the total number of dwelling units as determined from the building files on the ad valorem tax roll or through the use of field research.

The Non-Residential Property Use Category includes commercial and industrial/warehouse property uses. For parcels within the Non-Residential Property Use Categories (Commercial and Industrial/Warehouse), GSG determined the amount of square footage of the structures using the building files on the ad valorem tax roll or through the use of field research.

For RV parks regulated under Chapter 513, Florida Statutes, in accordance with Sections 166.223 and 125.0168, Florida Statutes, which mandate that cities and counties treat RV parks like commercial property for non-ad valorem assessments levied by the City and County, each RV space within the park was treated as a building of commercial property and assigned the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.

# Computation of Fire Services Assessments

The fire services apportionment methodology allocates assessable costs based on the anticipated demand for fire services by categories of private, real property use as identified on the real property assessment roll prepared for the levy of ad valorem taxes. The assessable fire costs are allocated among private, real property use categories based upon the historical demand for these services. This demand is identified by examining the fire incident data as reported by the City to the State Fire Marshal's office.

The fire services apportionment methodology for government property allocates billable costs to provide fire services based upon the historical demand for these services for all government owned property (i.e., City, County, State, Federal, etc.), as reflected by the incident data reported by the City.

This section of the Memorandum includes the assessment rates as calculated within this Assessment Memorandum. The fire rescue assessment cost calculations provided herein are primarily based on information supplied by the City. The assessable cost projections developed by GSG are designed to forecast assessment rates within each property use category for Fiscal Years 2023-24 based on the five-year average assessable budget.

## SERVICE ZONES

Service zones were created under the previous fire assessment study in April 2015 to reflect the level of service differentiation of a property located in a higher density area that receives fire protection coverage from multiple stations as compared to a property located in an area generally described as rural and typically serviced by a single fire station. For this purpose, "core stations" were identified and defined as those stations within five road miles of at least two other stations. The creation of a core area was necessary to eliminate the appearance of a higher service level of those properties that may be within five road miles of two stations; however, the location of the property lies between two stations that are nearly ten miles apart. This same approach was used in this study. Any changes in the level of service provided in the two zones will need to be reviewed in subsequent studies to ensure that this approach is still valid.

Those properties included in "Zone 1" were generally located within five road miles of two "core stations." Properties located outside of five road miles of two "core stations" were included in "Zone 2." A map of the service zones is provided in Appendix E.

Calls were plotted, or "geocoded," on a map based upon the geographic location of the incident provided in the FFIRS database. Those calls correlated to properties included in "Zone 1," and those calls correlated to properties included in "Zone 2," were separated and assigned to the respective zone. Table 9 details the assignment of calls to service zones.

**Table 9**  
**Fire Calls to Non-Governmental Properties by Zone**  
**(July 1, 2019 – June 30, 2022)**

| Zone   | Number of Calls to Specific Property Uses |
|--------|---|
| Zone 1 | 10,106                                    |
| Zone 2 | 3,311                                     |

The calls for service were then weighted based on the average call duration differential between Zone 1 and Zone 2 to account for the difference in resources used on calls between the two zones. On average a

call in Zone 2 is 19% longer in duration than a call in Zone 1. Therefore, all calls in Zone 2 were multiplied by a weighting factor of 1.19 to determine the weighted number of calls while all calls in Zone 1 were assigned a weighting factor of 1.00. Table 10 details the weighting of calls by zone.

**Table 10**  
**Weighted Fire Calls to Non-Governmental Properties by Zone (July 1, 2019 through June 30, 2022)**

| Zone   | Number of Calls to Specific Property Uses | Weighting Factor | Number of Weighted Calls to Specific Property Uses |
|--------|---|------------------|--|
| Zone 1 | 10,106                                    | 1.00             | 10,106   |
| Zone 2 | 3,311                                     | 1.19             | 3,940  |

Table 11 outlines the property use category assignment of weighted fire type incidents for non-governmental properties based on the historical demand for service in each zone.

**Table 11**  
**Weighted Fire Calls by Category to Non-Governmental Properties (July 1, 2019 through June 30, 2022)**

| Category             | Zone 1              |                     | Zone 2              |                     |
|----------------------|---------------------|---------------------|---------------------|---------------------|
|                      | Number of Incidents | Percentage of Calls | Number of Incidents | Percentage of Calls |
| Residential          | 5,894               | 58.32%              | 3,283               | 83.33%              |
| Commercial           | 4,043               | 40.01%              | 602                 | 15.28%              |
| Industrial/Warehouse | 169                 | 1.67%               | 55                  | 1.39%               |
| <b>Total</b>         | <b>10,106</b>       | <b>100%</b>         | <b>3,940</b>        | <b>100%</b>         |

Source: City of Tallahassee

## SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support a finding that the fire services, facilities, and programs provided by the City provide a special benefit to the assessed parcels.

- Fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements and structures through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire services program; and (iv) containing fire incidents occurring on land with the potential to spread and endangering other property and property features.
- The availability and provision of comprehensive fire services enhances and strengthens the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property values within the assessable area.

## APPORTIONMENT METHODOLOGY

The following section describes the assessment apportionment methodology for fire services based on: (i) the fire services assessable cost calculations; (ii) the ad valorem tax roll maintained by the property appraiser and the availability of the data residing on the database; and (iii) the fire rescue incident data.

## COST APPORTIONMENT

The assessable costs were first apportioned among government and non-government property based upon the historical demand for service percentages shown in Table 8. The assessable costs attributable to non-government property were then apportioned to Zone 1 and Zone 2 and then further to the individual property use categories in each service zone based upon the weighted historical demand for fire services reflected by the fire incident data experienced in each service zone for July 1, 2019 through June 30, 2022. The five-year average cost apportionment is illustrated in Table 12.

**Table 12**  
**Cost Apportionment (Five-Year Average)**

| Category             | Zone 1 (71.95% of Weighted Fire Calls) |                |                     | Zone 2 (28.05% of Weighted Fire Calls) |                |                     |
|----------------------|--|----------------|---------------------|--|----------------|---------------------|
|                      | Total Calls                            | Percentage     | Assessable Costs    | Total Calls                            | Percentage     | Assessable Costs    |
| Residential          | 5,894                                  | 58.32%         | \$19,049,431        | 3,283                                  | 83.33%         | \$10,610,742        |
| Commercial           | 4,043                                  | 40.01%         | \$13,066,992        | 602                                    | 15.28%         | \$1,946,008         |
| Industrial/Warehouse | 169                                    | 1.67%          | \$546,209           | 55                                     | 1.39%          | \$176,910           |
| <b>Total</b>         | <b>10,106</b>                          | <b>100.00%</b> | <b>\$32,662,632</b> | <b>3,940</b>                           | <b>100.00%</b> | <b>\$12,733,660</b> |

## PARCEL APPORTIONMENT

The share of the assessable costs apportioned to each property use category was further apportioned among the individual buildings of property within each property use category in the manner described in Table 13.

**Table 13**  
**Parcel Apportionment within Property Use Categories**

| Category                | Parcel Apportionment  |
|-------------------------|---|
| Residential             | Dwelling Unit   |
| <u>Non-Residential:</u> | Improvement Area Per Building Within Square Footage Ranges (100,000 Square Foot Cap Per Building) |
| -Commercial             |   |
| -Industrial/Warehouse   |   |

Applying the foregoing parcel apportionment methodology, fire assessment rates were computed for each property use category. The specific methodology, underlying special benefit and fair apportionment assumptions are included below and generally described.

## RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the parcel apportionment applied in the Residential Property Use category are fair and reasonable. The Residential Property Use Category includes such properties as single-family dwelling units and multi-family dwelling units.

- The size or the value of the residential parcel does not determine the scope of the required fire services. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.
- Apportioning the assessable costs for fire services attributable to the residential property use category on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of parcel apportionment based upon historical fire call data.



- The consolidation of single-family and multi-family properties into a single category is fair and reasonable because they are similar property uses and the number of calls per dwelling unit is not significantly different.

## RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, the percentages of assessable costs attributable to residential properties were calculated. The amount of the assessable costs allocable to each residential property was divided by the number of dwelling units in the Residential Property Use Category to compute the fire assessment to be imposed against each dwelling unit. For each residential parcel, the actual number of dwelling units located on the parcel will be multiplied by the residential dwelling unit rate to compute the residential fire assessment amount for the parcel.

Table 14 illustrates the assignment of dwelling units under this apportionment methodology to the Residential Property Use Category for each zone.

**Table 14**  
**Parcel Apportionment (Residential Property Use Category)**

| Residential Property Use Category | Number of Dwelling Units-Zone 1 | Number of Dwelling Units-Zone 2 |
|-----------------------------------|---------------------------------|---------------------------------|
| Residential Dwelling Units        | 77,628                          | 47,672                          |

Source: City of Tallahassee and Leon County Property Appraiser Data

## NON-RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The Non-Residential Property Use category includes commercial and industrial/warehouse property uses. The capacity to handle fires and other emergencies in Non-Residential Property Use category is governed by the following:

- The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Department can pump to a non-residential fire. As outlined by Table 4 above, the pumping capacity of the Fire Department is 37,500 gallons per minute. Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NFPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the Fire Rescue Department currently has sufficient fire flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet. To avoid inefficiency and unnecessary administration, the City has made a policy decision to set the maximum classification of any building at 100,000 square feet.

The following assumption supports findings that the parcel apportionment applied in the Non-Residential Property Use category is fair and reasonable.

- The risk of loss and demand for fire services availability is substantially the same for structures below a certain minimum size. Because the value and anticipated occupancy of structures below a certain minimum size is less, it is fair, reasonable, and equitable to provide a lesser assessment burden on such structures by the creation of a specific property parcel classification for those parcels.
- The separation of non-residential buildings into square footage classifications is fair and reasonable for the purposes of parcel apportionment because: (i) the absence of a need for precise square footage data within the ad valorem tax records maintained by the property appraiser undermines the use of actual square footage of structures and improvements within each improved building as a basis for parcel apportionment; (ii) the administrative expense and complexity created by an on-site inspection to determine the actual square footage of structures and improvements within each improved parcel assessed is impractical; and (iii) the demand for fire services availability is not precisely determined or measured by the actual square footage of structures and improvements within benefited parcels; and (iv) the classification of buildings within square footage ranges is a fair and reasonable method to

classify benefited parcels and to apportion costs among benefited buildings that create similar demand for the availability of fire services.

- The consolidation of commercial and institutional properties into a single category is fair and reasonable because the non-government institutional type properties are similar in use to the commercial type properties.

The parcel apportionment for each Non-Residential Property Use Classification shall include both minimum building classifications and an additional classification of all other buildings based upon the assumed square footage of structures and improvements within the improved parcel. The Non-Residential Property Use Classifications include Commercial and Industrial/Warehouse. The following describes the Non-Residential Property parcel apportionment calculation and classification for the Commercial and Industrial/Warehouse categories.

## NON-RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, property in the Non-Residential Property Use categories will be responsible for funding a percentage of assessable costs. The amount of the assessable costs allocable to buildings within each of the Non-Residential Property Use Classifications was calculated based upon the following building classifications.

- Non-residential buildings with square footage of non-residential improvements less than 1,999 square feet were assigned an improvement area of 1,000 square feet per building. Buildings with square footage of non-residential improvements between 2,000 square feet and 3,499 square feet were assigned an improvement area of 2,000 square feet per building. Buildings with non-residential improvements between 3,500 square feet and 4,999 square feet were assigned an improvement area of 3,500 square feet per building. Buildings with non-residential improvement areas between 5,000 square feet and 9,999 square feet were assigned an improvement area of 5,000 square feet per building. For buildings containing non-residential improvements between 10,000 square feet and 99,999 square feet, assignments of improvement area were made in 10,000 square foot increments.
- For buildings, containing non-residential improvements over 99,999 square feet, an assignment of improvement area of 100,000 was made.

Sections 125.0168 and 166.223, Florida Statutes, relating to special assessments levied on recreational vehicle parks regulated under Chapter 513, Florida Statutes are based on the following:

- When a city or county levy a non-ad valorem special assessment on a recreational vehicle park regulated under Chapter 513, the non-ad valorem special assessment shall not be based on the assertion that the recreational vehicle park is comprised of residential units. Instead, recreational vehicle parks regulated under Chapter 513 shall be assessed as a commercial entity in the same manner as a hotel, motel, or other similar facility.

Table 15 illustrates the assignment of improvement area under this apportionment methodology for the Commercial and Industrial/Warehouse categories.

**Table 15**  
**Parcel Apportionment (Non-Residential Property Use Category)**

| Square Foot Tiers | Number of Commercial Buildings |        | Number of Industrial/Warehouse Buildings |        |
|-------------------|--------------------------------|--------|--|--------|
|                   | Zone 1                         | Zone 2 | Zone 1                                   | Zone 2 |
| ≤ 1,999           | 1,239                          | 205    | 66                                       | 25     |
| 2,000 - 3,499     | 900                            | 166    | 80                                       | 50     |
| 3,500 - 4,999     | 591                            | 100    | 58                                       | 34     |
| 5,000 - 9,999     | 941                            | 161    | 194                                      | 71     |
| 10,000 - 19,999   | 490                            | 86     | 185                                      | 34     |
| 20,000 - 29,999   | 170                            | 29     | 56                                       | 8      |
| 30,000 - 39,999   | 101                            | 9      | 34                                       | 1      |
| 40,000 - 49,999   | 58                             | 10     | 12                                       | 0      |
| 50,000 - 59,999   | 36                             | 3      | 4  | 0      |
| 60,000 - 69,999   | 27                             | 5      | 4  | 0      |
| 70,000 - 79,999   | 19                             | 3      | 1  | 1      |
| 80,000 - 89,999   | 10                             | 3      | 1  | 2      |
| 90,000 - 99,999   | 8                              | 3      | 6  | 0      |
| ≥ 100,000         | 43                             | 5      | 18                                       | 2      |

Source: City of Tallahassee and Leon County Property Appraiser Data

Because the suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. Therefore, only the primary structures on vacant and agricultural parcels will be charged.

## COMPUTATION OF FIRE ASSESSMENT RATES

Applying the parcel apportionment methodology, fire services assessment rates were computed for each specified property use category. Based on the assessable costs of providing fire services, the number of fire calls apportioned to specific property categories and the number of billing units within the specified property categories.

Table 16 illustrates the assessment rates after application of the assessment methodology based on 100 percent funding of the five-year average assessable costs.

**Table 16**  
**Fire Services Assessment Rates (Five-Year Average)**

| <b>Residential Property Use Categories</b>        |  | <b>Zone 1 - Rate<br/>Per Dwelling Unit</b> | <b>Zone 2 - Rate<br/>Per Dwelling Unit</b> |
|---|--|--|--|
| Residential Dwelling Unit                         |  | \$245.39                                   | \$223                                      |
| <b>Commercial Property Use Category</b>           | <b>Building Classification<br/>(in square foot ranges)</b> | <b>Zone 1 - Rate<br/>Per Building</b>      | <b>Zone 2 - Rate<br/>Per Building</b>      |
|   | ≤ 1,999  | \$384                                      | \$356                                      |
|   | 2,000 - 3,499  | \$768                                      | \$712                                      |
|   | 3,500 - 4,999  | \$1,344                                    | \$1,245                                    |
|   | 5,000 - 9,999  | \$1,920                                    | \$1,779                                    |
|   | 10,000 - 19,999  | \$3,840                                    | \$3,557                                    |
|   | 20,000 - 29,999  | \$7,680                                    | \$7,113                                    |
|   | 30,000 - 39,999  | \$11,519                                   | \$10,669                                   |
|   | 40,000 - 49,999  | \$15,359                                   | \$14,226                                   |
|   | 50,000 - 59,999  | \$19,198                                   | \$17,782                                   |
|   | 60,000 - 69,999  | \$23,038                                   | \$21,338                                   |
|   | 70,000 - 79,999  | \$26,877                                   | \$24,895                                   |
|   | 80,000 - 89,999  | \$30,717                                   | \$28,451                                   |
|   | 90,000 - 99,999  | \$34,557                                   | \$32,007                                   |
|   | ≥ 100,000  | \$38,396                                   | \$35,564                                   |
| <b>Industrial/Warehouse Property Use Category</b> | <b>Building Classification<br/>(in square foot ranges)</b> | <b>Zone 1 - Rate<br/>Per Building</b>      | <b>Zone 2 - Rate<br/>Per Building</b>      |
|   | ≤ 1,999  | \$63                                       | \$114                                      |
|   | 2,000 - 3,499  | \$125                                      | \$227                                      |
|   | 3,500 - 4,999  | \$218                                      | \$398                                      |
|   | 5,000 - 9,999  | \$311                                      | \$568                                      |
|   | 10,000 - 19,999  | \$621                                      | \$1,135                                    |
|   | 20,000 - 29,999  | \$1,242                                    | \$2,270                                    |
|   | 30,000 - 39,999  | \$1,863                                    | \$3,405                                    |
|   | 40,000 - 49,999  | \$2,484                                    | \$4,540                                    |
|   | 50,000 - 59,999  | \$3,104                                    | \$5,674                                    |
|   | 60,000 - 69,999  | \$3,725                                    | \$6,809                                    |
|   | 70,000 - 79,999  | \$4,346                                    | \$7,944                                    |
|   | 80,000 - 89,999  | \$4,967                                    | \$9,079                                    |
|   | 90,000 - 99,999  | \$5,587                                    | \$10,213                                   |
|   | ≥ 100,000  | \$6,208                                    | \$11,348                                   |

\*Estimated Gross Revenue: \$45,396,291; Estimated Institutional Tax-Exempt Buy-down: \$479,368; Estimated Net Revenue: \$44,916,923.

## EXEMPTIONS AND IMPACT OF EXEMPTIONS

Because the fire services assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not trample on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City and County's general funds respectively.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City and

County's general funds. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

The decision to fund exemptions for fire services assessments on property owned by non-governmental entities is based upon the determination that such exemptions constituted a valid public purpose.

Table 17 summarizes the estimated impact of exempting institutional, wholly tax-exempt property based on the five-year average assessable budget.

**Table 17**  
**Estimated Impact of Exemptions (Five-Year Average)**

| <b>Financial Classification</b>                               | <b>Zone 1</b>       | <b>Zone 2</b>       | <b>Total</b>        |
|---|---------------------|---------------------|---------------------|
| Estimated Assessable Costs                                    | \$32,662,632        | \$12,733,660        | \$45,396,291        |
| Estimated Buy-down for Institutional Tax-Exempt Building Uses | \$345,780           | \$133,588           | \$479,368           |
| <b>Estimated Revenue Generated</b>                            | <b>\$32,316,852</b> | <b>\$12,600,072</b> | <b>\$44,916,923</b> |

# Fire Services Fees Imposed on Governmental Property

The special benefit and fair and reasonable apportionment requirements for a valid special assessment do not rigidly apply to charges against government property. Florida case law has stated that user fees are paid by choice and are charged in exchange for a particular governmental service, which benefits the property paying the fee in a manner not shared by other members of the public. In the user fee context, choice means that the property paying the fee has the option of not using the governmental service and thereby avoiding the charge. Under such tests and definition of choice, the validity of both impact fees and stormwater fees have been upheld.

Impact fees are imposed to place the economic burden of infrastructure required by growth on new development. Stormwater fees are imposed to control and treat the stormwater burden generated by the use and enjoyment of developed property. Likewise, fire services provided by the City and County are intended to meet the historical demand for fire services from developed property and such fee benefits the owner or user of developed property in a manner not shared by other members of society (e.g., the owner of undeveloped property).

The Florida Attorney General has recognized that state-owned property is not required to pay a special assessment without legislative authorization but that such authorization is not needed for user fees or service charges. Additionally, a valid charge cannot be enforced by a lien against public property absent elector approval. Rather, the enforcement remedy is a mandamus action to compel payment. In addition, certain general laws preempt the home rule power of local governments to impose special assessments on educational institutions.

As discussed previously and documented in the “Incident Data” section of this document, the fire services incidents were analyzed to determine the fire services demand for all governmental property. It was determined that approximately 11.72% of the total fire calls were attributable to governmental property. Therefore, approximately 11.72% of the total assessable budget was allocated to governmental property as shown in Table 18 below.

**Table 18**  
**Government Cost Allocation**

| Total Assessable Costs | Percentage of Governmental Calls | Governmental Cost Allocation |
|------------------------|----------------------------------|------------------------------|
| \$51,423,076           | 11.72%                           | \$6,026,785                  |

The costs attributable to each governmental entity will be allocated based on each entity’s percentage of the total governmental square footage as determined by the City. GSG calculated a rate per square foot for governmental property based on the governmental cost allocation in Table 18 and the total governmental square footage as provided by the City. This calculation is shown in Table 19 below.

**Table 19**  
**Government Rate Calculation**

| Governmental Cost Allocation | Total Government Square Feet | Government Rate Per Square Foot |
|------------------------------|------------------------------|---------------------------------|
| \$6,026,785                  | 22,627,160                   | \$0.267                         |

# Additional Information

## EXEMPTION CALCULATIONS

GSG utilized the most current data to identify institutional, tax-exempt parcels within the County in order to calculate the aggregate cost ('buy down') of these parcels. In addition, best efforts were made by GSG to reconcile any differences necessary to calculate the estimated buy down for this exemption category. Missing or incorrect property data could affect the estimated aggregate costs.

## NON-SPECIFIC CALLS

In the fire call analysis, certain fire related calls were classified as non-property specific, because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls.

## MOBILE HOME AND RECREATIONAL VEHICLE PARK VACANCY CREDIT

As a consequence of the transient use and potential extraordinary vacancies within mobile home and recreational vehicle (RV) parks as compared to other residential property and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home and RV park properties. Vacant mobile home and RV spaces within a mobile home or RV park will be charged; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant mobile home or RV spaces.

## VERIFICATION OF SQUARE FOOTAGE OF STRUCTURES ON TAX-EXEMPT PARCELS

The ad valorem tax roll provides the data required to determine value. So long as properties remain in the name of owners exempt from ad valorem taxation, the property appraiser may not consistently maintain data related to building improvements on such parcels. As a consequence of such data imperfections, the square footage on some of the parcels, particularly for institutional private sector classifications, may not be complete.

## BILLING PROPERTIES WITH MULTIPLE UTILITY ACCOUNTS

The proposed methodology can determine the assessment rate per building on a tax parcel. However, for some non-residential properties there may be many utility accounts assigned to a building. When utilizing the utility bill to collect the Fire Services Assessment, a considerable amount of data collection will be necessary to assess each utility account assigned to the building.

# Appendix A

## SITUATION FOUND CODES AND DESCRIPTIONS



| <b>Situation Found Code</b> | <b>Description</b>                                       | <b>EMS Type Call</b> |
|-----------------------------|--|----------------------|
| 111                         | Building Fire  | No                   |
| 112                         | Fires in structures other than in a building             | No                   |
| 113                         | Cooking fire, confined to a container                    | No                   |
| 114                         | Chimney or flue fire, confined to chimney or flue        | No                   |
| 115                         | Incinerator overload or malfunction, fire confined       | No                   |
| 116                         | Fuel burner/boiler malfunction, fire confined            | No                   |
| 118                         | Trash or rubbish fire, contained                         | No                   |
| 120                         | Fire in mobile property used as a fixed structure, other | No                   |
| 121                         | Fire in mobile home used as a fixed residence            | No                   |
| 122                         | Fire in mobile home, camper, recreational vehicle        | No                   |
| 123                         | Fire in portable building, fixed location                | No                   |
| 130                         | Mobile property (vehicle) fire, other                    | No                   |
| 131                         | Passenger vehicle fire                                   | No                   |
| 132                         | Road freight or transport vehicle fire                   | No                   |
| 134                         | Water vehicle fire                                       | No                   |
| 137                         | Camper or RV fire  | No                   |
| 138                         | Off Road vehicle or heavy equipment fire                 | No                   |
| 140                         | Natural vegetation fire                                  | No                   |
| 141                         | Forest, woods or wildland fire                           | No                   |
| 142                         | Brush, or brush and grass mixture fire                   | No                   |
| 143                         | Grass fire   | No                   |
| 150                         | Outside rubbish fire, other                              | No                   |
| 151                         | Outside rubbish, trash or waste fire                     | No                   |
| 152                         | Garbage dump or sanitary landfill fire                   | No                   |
| 153                         | Construction or demolition landfill fire                 | No                   |
| 154                         | Dumpster or other outside trash receptacle fire          | No                   |
| 155                         | Outside stationary compactor/compacted trash fire        | No                   |
| 160                         | Special outside fire, other                              | No                   |
| 161                         | Outside storage fire                                     | No                   |
| 162                         | Outside equipment fire                                   | No                   |
| 163                         | Outside gas or vapor combustion explosion                | No                   |
| 170                         | Cultivated vegetation, crop fire, other                  | No                   |
| 173                         | Cultivated trees or nursery stock fire                   | No                   |
| 210                         | Overpressure rupture from steam, other                   | No                   |
| 211                         | Overpressure rupture of steam pipe or pipeline           | No                   |
| 220                         | Overpressure rupture from air or gas, other              | No                   |
| 221                         | Overpressure rupture of air or gas pipe/pipeline         | No                   |
| 223                         | Air or gas rupture of pressure or process vessel         | No                   |
| 240                         | Explosion (no fire), other                               | No                   |
| 243                         | Fireworks explosion (no fire)                            | No                   |
| 251                         | Excessive heat, scorch burns with no ignition            | No                   |
| 311                         | Medical assist, assist EMS crew                          | Yes                  |
| 320                         | Allergic reaction  | Yes                  |
| 321                         | EMS call, excluding vehicle accident with injury         | Yes                  |
| 322                         | Vehicle accident with injuries                           | Yes                  |
| 323                         | Motor vehicle/pedestrian accident (MV Ped)               | Yes                  |
| 324                         | Motor Vehicle Accident, No Injuries                      | No                   |
| 331                         | Lock-in (if lock out, use 511)                           | No                   |
| 341                         | Search for person on land                                | No                   |

| Situation Found Code | Description                                       | EMS Type Call |
|----------------------|---|---------------|
| 342                  | Search for person in water                        | No            |
| 350                  | Extrication, rescue, other                        | No            |
| 351                  | Extrication of victim(s) from building/structure  | No            |
| 352                  | Extrication of victim(s) from vehicle             | No            |
| 353                  | Removal of victim(s) from stalled elevator        | No            |
| 354                  | Trench/below grade rescue                         | No            |
| 356                  | High angle rescue                                 | No            |
| 357                  | Extrication of victim(s) from machinery           | No            |
| 360                  | Water & ice related rescue, other                 | No            |
| 361                  | Swimming/recreational water areas rescue          | No            |
| 363                  | Swift water rescue                                | No            |
| 365                  | Watercraft rescue                                 | No            |
| 370                  | Electrical rescue                                 | No            |
| 372                  | Trapped by power lines                            | No            |
| 381                  | Rescue or EMS standby                             | Yes           |
| 410                  | Flammable gas or liquid condition, other          | No            |
| 411                  | Gasoline or other flammable liquid spill          | No            |
| 412                  | Gas leak  | No            |
| 413                  | Oil or other combustible liquid spill             | No            |
| 420                  | Toxic condition, other                            | No            |
| 421                  | Chemical hazard ( no spill or leak )              | No            |
| 422                  | Chemical spill or leak                            | No            |
| 423                  | Refrigeration leak                                | No            |
| 424                  | Carbon monoxide incident                          | No            |
| 440                  | Electrical wiring/equipment problem, other        | No            |
| 441                  | Heat from short circuit (wiring), defective/worn  | No            |
| 442                  | Overheated motor                                  | No            |
| 443                  | Light ballast breakdown                           | No            |
| 444                  | Power line down                                   | No            |
| 445                  | Arcing, shorted electrical equipment              | No            |
| 451                  | Police Assist                                     | No            |
| 460                  | Accident, potential accident, other               | No            |
| 461                  | Building or structure weakened or collapsed       | No            |
| 462                  | Aircraft standby                                  | No            |
| 463                  | Vehicle accident, general cleanup                 | No            |
| 471                  | Explosive, bomb removal (for bomb scare, use 721) | No            |
| 480                  | Attempted burning, illegal action, other          | No            |
| 481                  | Attempt to burn                                   | No            |
| 482                  | Threat to burn                                    | No            |
| 500                  | Service call, other                               | No            |
| 510                  | Person in distress, other                         | No            |
| 511                  | Lock-out  | No            |
| 512                  | Ring or jewelry removal                           | No            |
| 520                  | Water problem, other                              | No            |
| 521                  | Water evacuation                                  | No            |
| 522                  | Water or steam leak                               | No            |
| 531                  | Smoke or odor removal                             | No            |
| 540                  | Animal problem, other                             | No            |
| 542                  | Animal rescue                                     | No            |

| <b>Situation Found Code</b> | <b>Description</b>                                 | <b>EMS Type Call</b> |
|-----------------------------|--|----------------------|
| 550                         | Public service assistance, other                   | No                   |
| 551                         | Assist police or other governmental agency         | No                   |
| 552                         | Police matter                                      | No                   |
| 553                         | Public service                                     | No                   |
| 554                         | Assist invalid                                     | Yes                  |
| 555                         | Defective elevator                                 | No                   |
| 561                         | Unauthorized burning                               | No                   |
| 600                         | Good intent call, other                            | No                   |
| 611                         | Dispatched & canceled en route                     | No                   |
| 621                         | Wrong location                                     | No                   |
| 622                         | No incident found upon arrival                     | No                   |
| 631                         | Authorized controlled burning                      | No                   |
| 632                         | Prescribed fire                                    | No                   |
| 641                         | Vicinity alarm (incident in other location)        | No                   |
| 650                         | Steam, other gas mistaken for smoke, other         | No                   |
| 651                         | Smoke scare, odor of smoke                         | No                   |
| 652                         | Steam, vapor, fog or dust thought to be smoke      | No                   |
| 653                         | Barbecue, tar kettle                               | No                   |
| 661                         | EMS call, party transported by non-fire agency     | Yes                  |
| 671                         | Hazmat release investigation w/no hazmat           | No                   |
| 672                         | Biological hazard investigation, none found        | No                   |
| 710                         | Malicious, mischievous false call, other           | No                   |
| 711                         | Municipal alarm system, malicious false alarm      | No                   |
| 713                         | Telephone, malicious false alarm                   | No                   |
| 714                         | Central station, malicious false alarm             | No                   |
| 715                         | Local alarm system, malicious false alarm          | No                   |
| 721                         | Bomb scare - no bomb                               | No                   |
| 730                         | System malfunction                                 | No                   |
| 731                         | Sprinkler activation due to malfunction            | No                   |
| 732                         | Extinguishing system activation due to malfunction | No                   |
| 733                         | Smoke detector activation due to malfunction       | No                   |
| 734                         | Heat detector activation due to malfunction        | No                   |
| 735                         | Alarm system sounded due to malfunction            | No                   |
| 736                         | CO detector activation due to malfunction          | No                   |
| 740                         | Unintentional transmission of alarm, other         | No                   |
| 741                         | Sprinkler activation, no fire - unintentional      | No                   |
| 742                         | Extinguishing system activation                    | No                   |
| 743                         | Smoke detector activation, no fire - unintentional | No                   |
| 744                         | Detector activation, no fire - unintentional       | No                   |
| 745                         | Alarm system sounded, no fire - unintentional      | No                   |
| 746                         | Carbon monoxide detector activation, no CO         | No                   |
| 813                         | Wind storm, tornado/hurricane assessment           | No                   |
| 814                         | Lightning strike (no fire)                         | No                   |
| 815                         | Severe weather or natural disaster standby         | No                   |
| 911                         | Citizen complaint                                  | No                   |

# Appendix B

## FIXED PROPERTY USE CODES AND DESCRIPTIONS

| <b>Fixed Property Use Code</b> | <b>Description</b>                                 | <b>Category</b> |
|--------------------------------|--|-----------------|
| 000                            | FIXED PROP USE UNDETERMINED                        | NON-SPECIFIC    |
| 100                            | UNKNOWN OTHER                                      | NON-SPECIFIC    |
| 110                            | FIXED USE RECREATION, OTHER                        | COMMERCIAL      |
| 111                            | BOWLING ESTABLISHMENT                              | COMMERCIAL      |
| 112                            | BILLIARD CENTER                                    | COMMERCIAL      |
| 113                            | AMUSEMENT CENTER                                   | COMMERCIAL      |
| 114                            | ICE RINK   | COMMERCIAL      |
| 115                            | ROLLER RINK  | COMMERCIAL      |
| 116                            | SWIMMING FACILITY                                  | COMMERCIAL      |
| 120                            | VARIABLE USE AMUSEMENT/RECREATION                  | COMMERCIAL      |
| 121                            | BALLROOM,GYMNASIUM                                 | COMMERCIAL      |
| 122                            | EXHIBITION HALL                                    | COMMERCIAL      |
| 123                            | ARENA/STADIUM                                      | COMMERCIAL      |
| 124                            | PLAYGROUND   | COMMERCIAL      |
| 129                            | AMUSEMENT CENTER INDOOR/OUTDOOR                    | COMMERCIAL      |
| 130                            | PLACES OF WORSHIP,CHURCH,FUNERAL PARLOR            | COMMERCIAL      |
| 131                            | CHURCH/CHAPEL                                      | COMMERCIAL      |
| 134                            | FUNERAL PARLOR/CHAPEL                              | COMMERCIAL      |
| 140                            | CLUBS, OTHER                                       | COMMERCIAL      |
| 141                            | ATHLETIC CLUB/YMCA                                 | COMMERCIAL      |
| 142                            | CLUB HOUSE   | COMMERCIAL      |
| 143                            | YACHT CLUB   | COMMERCIAL      |
| 144                            | CASINO, GAMBLING CLUBS                             | COMMERCIAL      |
| 150                            | PUBLIC, GOVT, OTHER                                | COMMERCIAL      |
| 151                            | LIBRARY  | COMMERCIAL      |
| 152                            | MUSEUM, ART GALLERY                                | COMMERCIAL      |
| 154                            | MEMORIAL STRUCTURE,MONUMENT                        | COMMERCIAL      |
| 155                            | COURT ROOM   | COMMERCIAL      |
| 160                            | EATING/DRINKING PLACES                             | COMMERCIAL      |
| 161                            | RESTAURANT   | COMMERCIAL      |
| 162                            | NIGHTCLUB  | COMMERCIAL      |
| 170                            | TERMINALS OTHER                                    | COMMERCIAL      |
| 171                            | AIRPORT TERMINAL                                   | COMMERCIAL      |
| 173                            | BUS TERMINAL                                       | COMMERCIAL      |
| 180                            | THEATER, STUDIO OTHER                              | COMMERCIAL      |
| 181                            | PERFORMANCE THEATER                                | COMMERCIAL      |
| 182                            | AUDITORIUM, CONCERT HALL                           | COMMERCIAL      |
| 183                            | MOVIE THEATER                                      | COMMERCIAL      |
| 185                            | RADIO, TV STUDIO                                   | COMMERCIAL      |
| 200                            | EDUCATIONAL PROPERTY OTHER                         | COMMERCIAL      |
| 210                            | SCHOOLS NON-ADULT OTHER                            | COMMERCIAL      |
| 211                            | PRE-SCHOOL   | COMMERCIAL      |
| 213                            | ELEMENTARY SCHOOL                                  | COMMERCIAL      |
| 215                            | HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL                  | COMMERCIAL      |
| 241                            | COLLEGE/UNIVERSITY                                 | COMMERCIAL      |
| 254                            | DAY CARE-IN COMMERCIAL PROPERTY                    | COMMERCIAL      |
| 255                            | DAY CARE-IN RESIDENCE-LICENSED                     | COMMERCIAL      |
| 300                            | HEALTHCARE/DETENTION OTHER                         | COMMERCIAL      |
| 311                            | CARE OF THE AGED/NURSING STAFF                     | COMMERCIAL      |
| 321                            | MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY | COMMERCIAL      |
| 322                            | ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER            | COMMERCIAL      |

|     |  |                      |
|-----|--|----------------------|
| 323 | ASYLUM/MENTAL INSTITUTION                  | COMMERCIAL           |
| 331 | HOSPITAL-MEDICAL/PSYCHIATRIC               | COMMERCIAL           |
| 332 | HOSPICES                                   | COMMERCIAL           |
| 340 | CLINICS, OTHER                             | COMMERCIAL           |
| 341 | CLINIC, CLINIC-TYPE INFIRMARY              | COMMERCIAL           |
| 342 | DOCTOR/DENTIST/SURGEONS OFFICE             | COMMERCIAL           |
| 343 | HEMODIALYSIS UNIT                          | COMMERCIAL           |
| 361 | JAIL/PRISON - NOT JUVENILE                 | COMMERCIAL           |
| 363 | REFORMATORY, JUVENILE DETENTION CENTER     | COMMERCIAL           |
| 365 | POLICE STATION                             | COMMERCIAL           |
| 400 | RESIDENTIAL OTHER                          | RESIDENTIAL          |
| 419 | ONE- AND TWO-FAMILY DWELLING               | RESIDENTIAL          |
| 429 | MULTI-FAMILY DWELLINGS                     | RESIDENTIAL          |
| 439 | ROOMING, BOARDING, RESIDENTIAL HOTELS      | COMMERCIAL           |
| 449 | HOTELS, MOTELS, INNS, LODGES               | COMMERCIAL           |
| 459 | RESIDENTIAL BOARD AND CARE                 | COMMERCIAL           |
| 460 | DORMITORIES OTHER                          | COMMERCIAL           |
| 462 | FRATERNITY, SORORITY HOUSE                 | COMMERCIAL           |
| 464 | MILITARY BARRACKS/DORMITORY                | RESIDENTIAL          |
| 500 | MERCANTILE PROPERTIES OTHER                | COMMERCIAL           |
| 511 | CONVENIENCE STORE                          | COMMERCIAL           |
| 519 | FOOD, BEVERAGE SALES, GROCERY STORE        | COMMERCIAL           |
| 529 | TEXTILE, WEARING APPAREL SALES             | COMMERCIAL           |
| 539 | HOUSEHOLD GOODS SALES, REPAIRS             | COMMERCIAL           |
| 549 | SPECIALTY SHOPS                            | COMMERCIAL           |
| 557 | BARBER, BEAUTY SHOP, PERSONAL SERVICES     | COMMERCIAL           |
| 559 | RECREATIONAL, HOBBY, HOME SALES, PET STORE | COMMERCIAL           |
| 564 | SELF-SERVICE LAUNDRY/DRY CLEANING          | COMMERCIAL           |
| 569 | PROFESSIONAL SUPPLIES                      | COMMERCIAL           |
| 571 | SERVICE STATION                            | COMMERCIAL           |
| 579 | MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS  | COMMERCIAL           |
| 580 | GENERAL ITEM STORES, OTHER                 | COMMERCIAL           |
| 581 | DEPARTMENT STORE                           | COMMERCIAL           |
| 592 | BANK W/FIRST STORY BANKING FACILITY        | COMMERCIAL           |
| 593 | MEDICAL, RESEARCH, SCIENTIFIC OFFICE       | COMMERCIAL           |
| 596 | POST OFFICE OR MAILING FORMS               | COMMERCIAL           |
| 599 | BUSINESS OFFICES                           | COMMERCIAL           |
| 600 | BASIC INDUSTRY, UTILITY, DEFENSE OTHER     | INDUSTRIAL/WAREHOUSE |
| 610 | ENERGY PRODUCTION, OTHER                   | INDUSTRIAL/WAREHOUSE |
| 615 | ELECTRIC GENERATING PLANT                  | INDUSTRIAL/WAREHOUSE |
| 629 | LABORATORIES                               | INDUSTRIAL/WAREHOUSE |
| 631 | NATIONAL DEFENSE SITE/MILITARY SITE        | COMMERCIAL           |
| 632 | RADIO, RADAR SITE                          | INDUSTRIAL/WAREHOUSE |
| 635 | COMPUTER, DATA PROCESSING CNTR             | INDUSTRIAL/WAREHOUSE |
| 639 | COMMUNICATIONS CENTER                      | INDUSTRIAL/WAREHOUSE |
| 640 | UTILITY, ENERGY DISTRIBUTION CNTR OTHER    | INDUSTRIAL/WAREHOUSE |
| 642 | ELECTRIC TRANSMISSION DISTIB. SYSTEM       | INDUSTRIAL/WAREHOUSE |
| 644 | GAS DISTRIBUTION SYSTEM, PIPELINE          | INDUSTRIAL/WAREHOUSE |
| 647 | WATER UTILITY                              | INDUSTRIAL/WAREHOUSE |
| 648 | SANITARY SERVICE                           | INDUSTRIAL/WAREHOUSE |
| 655 | CROPS, ORCHARDS                            | AGRICULTURAL LAND    |
| 659 | LIVESTOCK PRODUCTION                       | AGRICULTURAL LAND    |

|     |                                    |                      |
|-----|------------------------------------|----------------------|
| 669 | FOREST, TIMBERLAND                 | AGRICULTURAL LAND    |
| 700 | MANUFACTURING PROPERTY, PROCESSING | INDUSTRIAL/WAREHOUSE |
| 800 | STORAGE PROPERTY OTHER             | INDUSTRIAL/WAREHOUSE |
| 807 | OUTSIDE MATERIAL STORAGE AREA      | NON-SPECIFIC         |
| 808 | SHED                               | NON-SPECIFIC         |
| 880 | VEHICLE STORAGE; OTHER             | INDUSTRIAL/WAREHOUSE |
| 881 | RESIDENTIAL PARKING STORAGE        | INDUSTRIAL/WAREHOUSE |
| 882 | GENERAL VEHICLE PARKING GARAGE     | INDUSTRIAL/WAREHOUSE |
| 888 | FIRE STATIONS                      | COMMERCIAL           |
| 891 | GENERAL WAREHOUSE                  | INDUSTRIAL/WAREHOUSE |
| 898 | WHARF, PIER                        | INDUSTRIAL/WAREHOUSE |
| 899 | RESIDENTIAL OR SELF STORAGE UNITS  | INDUSTRIAL/WAREHOUSE |
| 900 | OUTSIDE, SPECIAL PROPERTIES; OTHER | NON-SPECIFIC         |
| 919 | DUMP SANITARY LANDFILL             | NON-SPECIFIC         |
| 921 | BRIDGE, TRESTLE                    | NON-SPECIFIC         |
| 926 | OUTBUILDING, EXCLUDING GARAGE      | NON-SPECIFIC         |
| 931 | OPEN LAND, FIELD                   | VACANT LAND          |
| 935 | CAMPSITE WITH UTILITIES            | COMMERCIAL           |
| 936 | VACANT LOT                         | VACANT LAND          |
| 938 | GRADED AND CARED FOR PLOTS OF LAND | AGRICULTURAL LAND    |
| 940 | WATER AREAS, OTHER                 | NON-SPECIFIC         |
| 946 | LAKE/RIVER/STREAM                  | NON-SPECIFIC         |
| 951 | RAILROAD RIGHT OF WAY              | NON-SPECIFIC         |
| 960 | STREET, OTHER                      | NON-SPECIFIC         |
| 961 | DIVIDED HIGHWAY, HIGHWAY           | NON-SPECIFIC         |
| 962 | PAVED PUBLIC STREET, RESIDENTIAL   | NON-SPECIFIC         |
| 963 | PAVED PRIVATE STREET, COMMERCIAL   | NON-SPECIFIC         |
| 965 | UNCOVERED PARKING AREA             | NON-SPECIFIC         |
| 972 | AIRCRAFT RUNWAY                    | COMMERCIAL           |
| 973 | TAXIWAY/UNCOV PARK/MAINT AREA      | COMMERCIAL           |
| 974 | AIRCRAFT LOADING AREA              | COMMERCIAL           |
| 981 | CONSTRUCTION SITE                  | NON-SPECIFIC         |
| 983 | PIPELINE, POWER LINE RIGHT OF WAY  | NON-SPECIFIC         |
| 984 | INDUSTRIAL PLANT YARD              | INDUSTRIAL/WAREHOUSE |
| NNN | NONE                               | NON-SPECIFIC         |
| UUU | UNDETERMINED                       | NON-SPECIFIC         |

# Appendix C

## LEON COUNTY PROPERTY APPRAISER BUILDING IMPROVEMENT CODES AND USE DESCRIPTIONS WITH ASSIGNMENT OF PROPERTY USE CATEGORY



| <b>Building Use Code - Description</b> | <b>Category</b> |
|--|-----------------|
| 0100 - SINGLE FAMILY RESIDENTIAL       | Residential     |
| 0300 - DUPLEX                          | Residential     |
| 0400 - CONDOMINIUM                     | Residential     |
| 0500 - STUDENT APARTMENTS              | Residential     |
| 0501 - FRAT/SORORITY                   | Commercial      |
| 0510 - STUDENT MULTI LEASE             | Residential     |
| 0600 - STANDARD APARTMENTS             | Residential     |
| 0601 - APT/ LESS THAN 10 UNITS         | Residential     |
| 0602 - DORMITORY                       | Residential     |
| 0650 - Lihtc                           | Residential     |
| 0700 - TOWNHOUSE                       | Residential     |
| 0800 - MOBILE HOME                     | Residential     |
| 1000 - GARDEN APARTMENT                | Residential     |
| 1100 - HIGH RISE                       | Residential     |
| 1200 - EXEMPT MULTI FAMILY             | Residential     |
| 1400 - MOTELS                          | Commercial      |
| 1500 - EXTENDED STAY HOMES             | Commercial      |
| 1600 - HOTELS                          | Commercial      |
| 1700 - HOSP/NURS HOME                  | Commercial      |
| 1710 - NURSING HOME                    | Commercial      |
| 1720 - CLINIC                          | Commercial      |
| 1730 - Vet Clinic                      | Commercial      |
| 1740 - REGIONAL MEDICAL CENTER         | Commercial      |
| 1750 - ASSISTED LIVING FACILITY        | Commercial      |
| 1800 - CO-OP                           | Commercial      |
| 2000 - STORE                           | Commercial      |
| 2010 - CONDO-STORE                     | Commercial      |
| 2011 - SALON/BARBER SHOP               | Commercial      |
| 2012 - LAUNDROMAT                      | Commercial      |
| 2013 - CARWASH                         | Commercial      |
| 2014 - PHYS FITNESS CENTER             | Commercial      |
| 2015 - STORE SFR CONV                  | Commercial      |
| 2016 - IND/RETAIL/STORE                | Commercial      |
| 2018 - DRY CLEANERS                    | Commercial      |
| 2020 - CONVENIENCE STORE               | Commercial      |
| 2030 - CONV-STORE/GAS                  | Commercial      |
| 2040 - SUPERMARKET                     | Commercial      |
| 2050 - PHARMACY                        | Commercial      |
| 2060 - JR DISCOUNT                     | Commercial      |
| 2070 - SUPER DISCOUNT                  | Commercial      |
| 2080 - AUTO PARTS                      | Commercial      |
| 2090 - AUTO SERVICE                    | Commercial      |
| 2100 - DEPARTMENT STORE                | Commercial      |
| 2110 - JR DEPARTMENT STORE             | Commercial      |
| 2200 - SHOP CENTER                     | Commercial      |
| 2210 - NBHD SHOP CENTER                | Commercial      |
| 2220 - COMM SHOP CENTER                | Commercial      |
| 2300 - SERVICE STATION                 | Commercial      |
| 2400 - REC/BOWL ALLEY                  | Commercial      |
| 2410 - CLUBHOUSE/REC                   | Commercial      |
| 2420 - Clubhouse/Exempt                | Commercial      |

| <b>Building Use Code - Description</b> | <b>Category</b>      |
|--|----------------------|
| 2500 - REST/LOUNGE                     | Commercial           |
| 2510 - FAMILY RESTAURANT               | Commercial           |
| 2520 - TAKE-OUT RESTAURANT             | Commercial           |
| 2600 - FAST FOOD DRIVE IN              | Commercial           |
| 2610 - FAST FOOD NO SEAT               | Commercial           |
| 2620 - NITE CLUB                       | Commercial           |
| 2700 - AUDIT/THEATER                   | Commercial           |
| 2800 - MALL                            | Commercial           |
| 2810 - SUPER REG MALL                  | Commercial           |
| 3000 - OFFICE                          | Commercial           |
| 3010 - OFFICE CONDO                    | Commercial           |
| 3015 - Office Condo High Rise          | Commercial           |
| 3020 - OFFICE STRIP CENTER             | Commercial           |
| 3030 - OFFICE LOW RISE                 | Commercial           |
| 3040 - OFFICE MID RISE                 | Commercial           |
| 3045 - Office Park                     | Commercial           |
| 3050 - OFFICE HIGH RISE                | Commercial           |
| 3060 - OFFICE INDUSTRIAL               | Commercial           |
| 3070 - OFFICE/SFR CONVERSION           | Commercial           |
| 3080 - CONDO MEDICAL OFFICE            | Commercial           |
| 3100 - ED/RELIGIOUS                    | Commercial           |
| 3110 - CHILD CARE                      | Commercial           |
| 3200 - PUBLIC PARKING                  | Industrial/Warehouse |
| 3300 - BANKS                           | Commercial           |
| 3400 - BANKS-BRANCH                    | Commercial           |
| 3410 - BANKS-DRV THRU                  | Commercial           |
| 3500 - FUNERAL HOME                    | Commercial           |
| 3600 - TRAINING CENTER                 | Commercial           |
| 3700 - MEDICAL OFFICE                  | Commercial           |
| 3901 - BROADCAST CENTER                | Commercial           |
| 3902 - WCTV 2                          | Commercial           |
| 3930 - CLASSROOM/TRAINING              | Commercial           |
| 3940 - LIBRARY/MULTI-MEDIA             | Commercial           |
| 3950 - OFFICES                         | Commercial           |
| 3960 - DORMITORY/HOUSING               | Commercial           |
| 3970 - MEDICAL FACILITIES              | Commercial           |
| 3980 - Courthouse                      | Commercial           |
| 4000 - WAREHOUSE                       | Industrial/Warehouse |
| 4010 - CONDO WAREHOUSE                 | Industrial/Warehouse |
| 4020 - DISTRIBUTION WAREHOUSE          | Industrial/Warehouse |
| 4030 - TECH MANUFACTURING              | Industrial/Warehouse |
| 4031 - INDUSTRIAL OFFICE               | Industrial/Warehouse |
| 4040 - WAREHOUSE/MULTI-BAY             | Industrial/Warehouse |
| 4100 - SERVICE/PARKING GARAGE          | Industrial/Warehouse |
| 4110 - INDEPENDENT AUTO CENTER         | Commercial           |
| 4200 - MINI WAREHOUSE                  | Industrial/Warehouse |
| 4300 - COLD STORAGE                    | Industrial/Warehouse |
| 4400 - LIGHT MANUFACTURING             | Industrial/Warehouse |
| 4500 - HEAVY MANUFACTURING             | Industrial/Warehouse |
| 4600 - AUTO SHOW/GARAGE                | Industrial/Warehouse |
| 4610 - CAR/TRUCK RENTAL                | Commercial           |

| <b>Building Use Code - Description</b> | <b>Category</b>      |
|--|----------------------|
| 4620 - BOAT S/E DEALER                 | Commercial           |
| 4700 - PREFAB METAL BUILDING           | not charged          |
| 4800 - BARN SHED                       | not charged          |
| 4810 - Airport Terminal                | Commercial           |
| 4900 - MAINT/MECH/WAREHOUSING          | Industrial/Warehouse |
| 4910 - RESEARCH/DEVELOP LABS           | Industrial/Warehouse |
| 4920 - STADIUMS/ARENAS                 | Commercial           |
| 4930 - PARKING GARAGES                 | Industrial/Warehouse |
| 4940 - PRISONS/JAILS                   | Commercial           |
| 4950 - MILITARY FACILITIES             | Commercial           |
| 4960 - FIRE STATION                    | Commercial           |
| MHPK - MOBILE HOME PARK                | Residential          |
| MUSE - MUSEUM/CULTURAL                 | Commercial           |
| RVPK - RV PARK                         | Commercial           |

# Appendix D

## DEPARTMENT OF REVENUE (DOR) CODES

| <b>DOR Code - Description</b>            |             |
|--|-------------|
| 0000 - Vacant Residential                |             |
| 0004 - Vacant Condo                      |             |
| 0100 - Single Family Residential         |             |
| 0107 - Townhomes                         |             |
| 0107 - Townhouse                         |             |
| 0200 - Mobile Homes                      |             |
| 0300 - Multi-Family(10 or More Units)    |             |
| 0400 - Condominia Improved               |             |
| 0600 - Retirement Homes Not Eligible     |             |
| 0700 - Miscellaneous Residential         |             |
| 0800 - MFR < 10 Units - Residential      |             |
| 0805 - MFR < 10 Units - Commercial       |             |
| 0900 - Residential Common Elements/Areas | Not Charged |
| 1000 - Vacant Commercial                 |             |
| 1100 - Stores, One Story                 |             |
| 1200 - Mixed Use, Store/Office/Resi      |             |
| 1300 - Department Store                  |             |
| 1400 - Supermarkets                      |             |
| 1500 - Regional Shopping Centers         |             |
| 1600 - Community Shopping Centers        |             |
| 1700 - Office Buildings/Nonprof/One      |             |
| 1800 - Office Buildings/Nonprof/Multi    |             |
| 1900 - Professional Service & Medical    |             |
| 2000 - Airports, Terminals, Piers        |             |
| 2100 - Restaurants, Cafeterias           |             |
| 2200 - Drive In Restaurants              |             |
| 2300 - Financial Institutions            |             |
| 2500 - Repair Service Shops              |             |
| 2600 - Service Stations                  |             |
| 2700 - Auto Sales, Repair & Related      |             |
| 2800 - Parking Lots, Commercial          |             |
| 3200 - Enclosed Theatres/Auditoriums     |             |
| 3300 - Night Clubs, Lounges, Bars        |             |
| 3400 - Bowling, Skating, Pool Enclose    |             |
| 3500 - Tourist Attraction, Exhibits      |             |
| 3800 - Golf Courses, Driving Ranges      |             |
| 3900 - Hotels, Motels                    |             |
| 4000 - Vacant Industrial                 |             |
| 4100 - Light Industrial                  |             |
| 4800 - Warehousing, Distribution         |             |
| 4900 - Open Storage, Supply/Junkyards    |             |
| 5000 - Improved Agriculture              |             |
| 5100 - Cropland, Class I                 |             |
| 5200 - Cropland, Class II                |             |
| 5400 - Timberland, Index 90+             |             |
| 5500 - Timberland, Index 80-90           |             |
| 5600 - Timberland, Index 70-79           |             |
| 5700 - Timberland, Index 60-69           |             |
| 5800 - Timberland, Index 50-59           |             |
| 5900 - Timberland, Not Classed           |             |
| 6000 - Grazing, Class I                  |             |

| <b>DOR Code - Description</b>         |             |
|---------------------------------------|-------------|
| 6100 - Grazing, Class II              |             |
| 6200 - Grazing, Class III             |             |
| 6300 - Grazing, Class IV              |             |
| 6600 - Orchard, Groves, Citrus        |             |
| 6900 - Ornamentals, Misc              |             |
| 7000 - Vacant Institutional           |             |
| 7100 - Churches                       |             |
| 7200 - Private Schools/Colleges       |             |
| 7300 - Privately Owned Hospitals      |             |
| 7400 - Homes for the Aged             |             |
| 7500 - Orphanages, Other Services     |             |
| 7600 - Mortuaries, Cemeteries         |             |
| 7700 - Clubs, Lodges, Union Halls     |             |
| 7900 - Cultural Organization Facil    |             |
| 8000 - Vacant Governmental            |             |
| 8100 - Military                       |             |
| 8200 - Forest, Parks, Recreation Area |             |
| 8300 - Public County School           |             |
| 8400 - Colleges                       |             |
| 8500 - Hospitals                      |             |
| 8600 - County                         |             |
| 8700 - State                          |             |
| 8800 - Federal                        |             |
| 8900 - Municipal                      |             |
| 9100 - Utilities                      |             |
| 9200 - Mining, Petroleum/Gas          |             |
| 9400 - Rights-of-Way                  | Not Charged |
| 9500 - Rivers, Lakes, Submerged Lands | Not Charged |
| 9600 - Sewage Disposal, Solid Waste   | Not Charged |
| 9700 - Outdoor Recreational           |             |
| 9800 - Centrally Assessed/Railroads   | Not Charged |
| 9900 - Vacant Acreage, Not Agri       |             |
| 9901 - Imp acre, Not Agri             |             |

# Appendix E

## MAP OF SERVICE ZONES

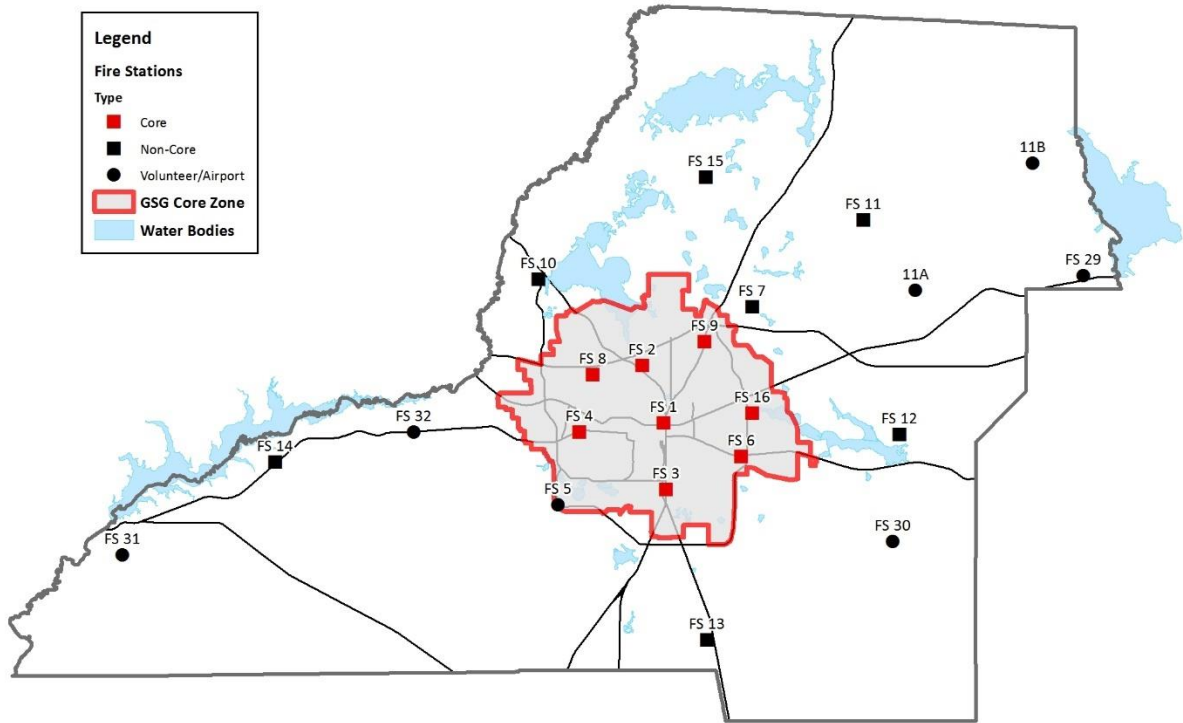




Exhibit “B”

| <b>Rate Schedule</b>                |                                   |   |                      |
|-------------------------------------|-----------------------------------|---|----------------------|
| <b><u>Property Use Category</u></b> | <b><u>Unit of Measurement</u></b> | <b><u>Per Annum for FY 2024 and each Fiscal Year Thereafter</u></b> |                      |
|                                     |                                   | <b><u>Zone 1</u></b>  | <b><u>Zone 2</u></b> |
| Residential                         | Per Residential Dwelling Unit     | \$245.39  | \$223.00             |
| Commercial/Institutional            | <b><u>Per Square Feet</u></b>     |   |                      |
|                                     | < 1,999                           | \$384.00  | \$356.00             |
|                                     | 2,000 - 3,499                     | \$768.00  | \$712.00             |
|                                     | 3,500 - 4,999                     | \$1,344.00  | \$1,245.00           |
|                                     | 5,000 - 9,999                     | \$1,920.00  | \$1,779.00           |
|                                     | 10,000 - 19,999                   | \$3,840.00  | \$3,557.00           |
|                                     | 20,000 - 29,999                   | \$7,680.00  | \$7,113.00           |
|                                     | 30,000 - 39,999                   | \$11,519.00   | \$10,669.00          |
|                                     | 40,000 - 49,999                   | \$15,359.00   | \$14,226.00          |
|                                     | 50,000 - 59,999                   | \$19,198.00   | \$17,782.00          |
|                                     | 60,000 - 69,999                   | \$23,038.00   | \$21,338.00          |
|                                     | 70,000 - 79,999                   | \$26,877.00   | \$24,895.00          |
|                                     | 80,000 - 89,999                   | \$30,717.00   | \$28,451.00          |
|                                     | 90,999 - 99,999                   | \$34,557.00   | \$32,007.00          |
| ≥ 100,000                           | \$38,396.00                       | \$35,564.00   |                      |
| Industrial/Warehouse                | <b><u>Per Square Feet</u></b>     |   |                      |
|                                     | < 1,999                           | \$63.00   | \$114.00             |
|                                     | 2,000 - 3,499                     | \$125.00  | \$227.00             |
|                                     | 3,500 - 4,999                     | \$218.00  | \$398.00             |
|                                     | 5,000 - 9,999                     | \$311.00  | \$568.00             |
|                                     | 10,000 - 19,999                   | \$621.00  | \$1,135.00           |
|                                     | 20,000 - 29,999                   | \$1,242.00  | \$2,270.00           |
|                                     | 30,000 - 39,999                   | \$1,863.00  | \$3,405.00           |
|                                     | 40,000 - 49,999                   | \$2,484.00  | \$4,540.00           |
|                                     | 50,000 - 59,999                   | \$3,104.00  | \$5,674.00           |
|                                     | 60,000 - 69,999                   | \$3,725.00  | \$6,809.00           |
|                                     | 70,000 - 79,999                   | \$4,346.00  | \$7,944.00           |
|                                     | 80,000 - 89,999                   | \$4,967.00  | \$9,079.00           |
|                                     | 90,999 - 99,999                   | \$5,587.00  | \$10,213.00          |
| ≥ 100,000                           | \$6,208.00                        | \$11,348.00   |                      |
| Governmental                        | per square foot                   | \$0.267   | \$0.267              |

**EXHIBIT 2**

**FIRE RESCUE SERVICES NON-AD  
VALOREM ASSESSMENT ROLL**



## CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon County Board of County Comm'rs, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9 day of July, 2024 year.

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government  
  
\_\_\_\_\_  
Leon County, Florida

## NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, July 9, 2024, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a fire rescue services non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida. The purpose of the special assessment is to equitably recover costs incurred for providing and funding fire rescue services to improved parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

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](http://www.LeonCountyFL.gov)).

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, July 8, 2024. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

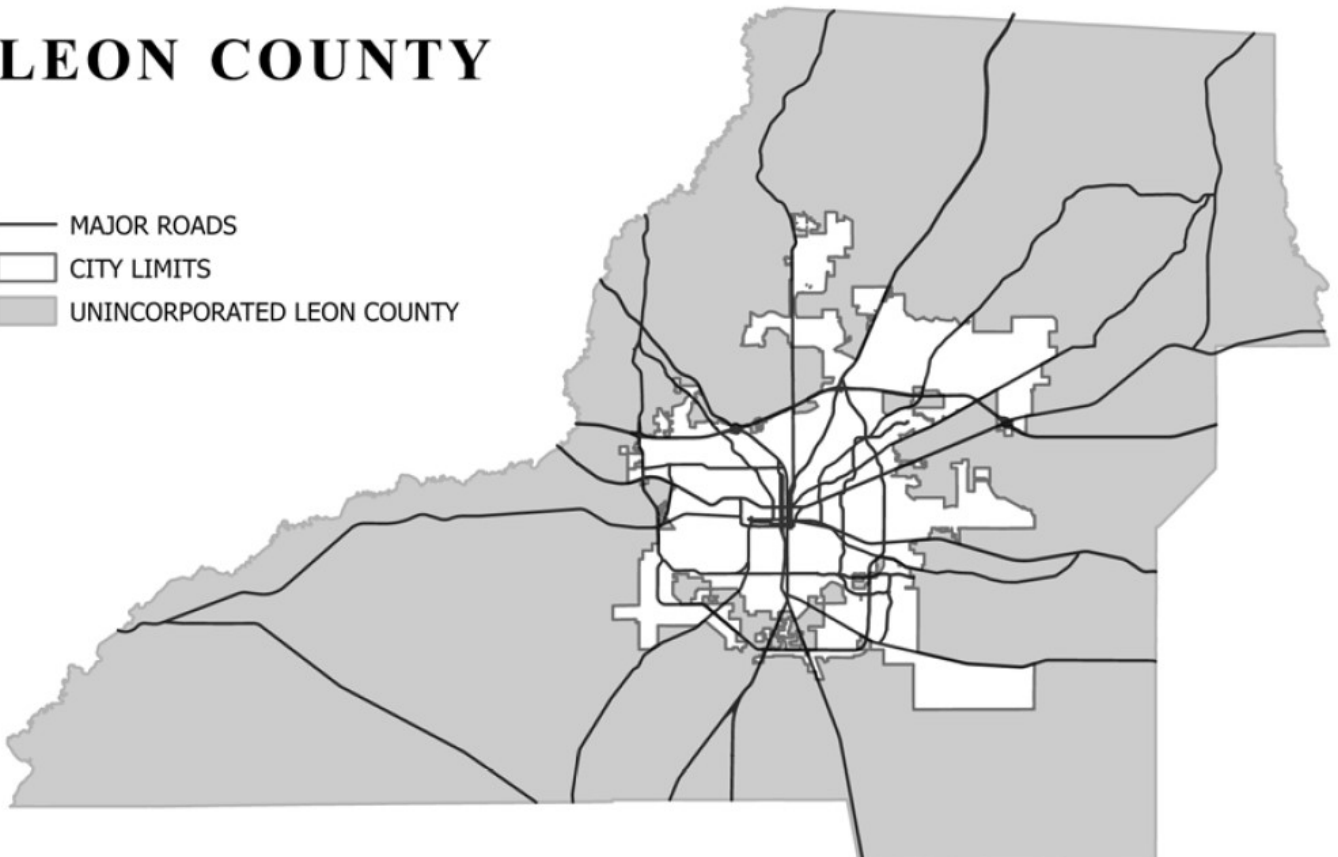
Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: June 14, 2024

## LEON COUNTY

- MAJOR ROADS
- CITY LIMITS
- UNINCORPORATED LEON COUNTY



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #22**

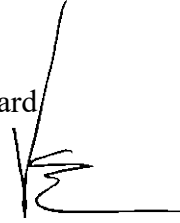
# Leon County Board of County Commissioners

## Agenda Item #22

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector

---

---

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Roshanda Bradley, Director, Office of Management & Budget |
| <b>Lead Staff/ Project Team:</b>    | Brandy Furbee, Manager, Office of Management & Budget<br>Amy McClure, Management and Budget Analyst     |

### **Statement of Issue:**

As required by Florida Statutes, this public hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Stormwater Management.

### **Fiscal Impact:**

This item has a fiscal impact. The FY 2025 budget includes the non-ad valorem special assessment generating \$3,765,400.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and approve the Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).

## Report and Discussion

### **Background:**

As required by Florida Statutes, this public hearing provides for the adoption of a Stormwater Assessment Roll for all properties being assessed for the first time, and certification of the entire Stormwater Assessment Roll to the Tax Collector. The Stormwater Assessment is included on the Truth-In-Millage (TRIM) Property Tax Notice. The assessment is recommended to remain unchanged for FY 2025.

The Stormwater Assessment is used to support Stormwater Management Services and Facilities, including management and administration of the stormwater utility and stormwater management system; stormwater program engineering; stormwater basin planning; operating and maintaining stormwater facilities; billing and collection of stormwater assessment; and legal, engineering, and other consultant services.

### **Analysis:**

During the FY 2014 budget process, the Board adopted an amended stormwater Ordinance and approved the implementation of the \$85 assessment rate as recommended in the rate study for a single-family residential unit. Nonresidential development is assessed based on the developed property's total impervious area except certified agricultural property, which is exempt from the Stormwater Assessment.

The Stormwater Assessment imposed on nonresidential property is the rate of one single-family unit (SFU) multiplied by the numerical factor obtained by dividing the total impervious area of the nonresidential developed property by the SFU average impervious area. The average SFU impervious area in the unincorporated area of Leon County is 3,272 square feet. For example, to calculate the cost to a convenience store that has 32,720 square feet of impervious area, this total is divided by 3,272. This equals 10 SFUs which equates to \$850 under the adopted Rate Resolution.

The Ordinance also provides a 50% credit to residents qualified as Low-Income Seniors or Disabled Veterans through the Leon County Property Appraiser's Office. Finally, properties discharging to a private stormwater management facility with a valid operating permit receive a discount on their assessment.

Section 197.3632, Florida Statutes, requires that the Board of County Commissioners hold a public hearing and adopt an assessment roll for all properties being assessed for the first time, and certify the entire assessment roll to the Tax Collector by September 15th.

The proposed assessment roll is available for public inspection at the County Administration office located on the fifth floor of the County Courthouse. A link to the County's website has also been created at <https://leoncountyfl.gov/specialassessment>, which provides additional access to persons interested in reviewing the proposed assessment roll. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment.

Written comments and objections filed by affected property owners, if any, will have been compiled for the Board's consideration at the Public Hearing.

The proposed Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

The public hearing notice was published in the Tallahassee Democrat (Attachment #3) and first-class notices were mailed to each of the 371 property owners subject to the Non-Ad Valorem Assessment for Stormwater Management Services for the first time in accordance with the requirements of Section 197.3632, Florida Statutes.

Not adopting the Non-Ad Valorem Assessment Roll for Stormwater Management Services and Facilities for all properties being assessed for the first time and certifying the entire Stormwater Assessment Roll to the Tax Collector will create a budget impact in the amount of \$3,765,400 for Fiscal Year 2025.

**Options:**

1. Conduct the first and only public hearing and approve the Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll and do not certify the entire Roll to the Tax Collector.  
*(This action would require amendments to the FY 2025 budget.)*
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll
2. Certificate of the entire Stormwater Non-Ad Valorem Assessment Roll to the Tax Collector
3. Notice of Public Hearing



**LEON COUNTY RESOLUTION NO. R2024-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING A STORMWATER MANAGEMENT SERVICES AND FACILITIES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on May 28, 2013, the Board of County Commissioners enacted an Ordinance amending Chapter 18 of the Leon County Code of Laws, relating to the provision and funding of the *Stormwater Management Services and Facilities* to the *Stormwater Services Area*; and

**WHEREAS**, on May 28, 2013, the Board of County Commissioners adopted a *Stormwater Assessment Rate Resolution* levying and imposing upon each *Developed Property* located within the *Stormwater Services Area* a *Stormwater Assessment* in an amount found to be reasonably related to the cost of providing the *Stormwater Management Services and Facilities* to such property and thereby providing an equitably corresponding special benefit to such property, a true and correct copy of which is attached hereto as Exhibit 1; and

**WHEREAS**, in accordance with section 197.3632(4)(a)1, Florida Statutes, the Board of County Commissioners desires to adopt a stormwater non-ad valorem assessment roll for those properties subject to levy of the non-ad valorem assessment for the first time; and

**WHEREAS**, pursuant to section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the *Stormwater Assessment Roll* for conformity with the *Stormwater Assessment Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt a *Stormwater Assessment Roll* and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of a public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place.

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

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Definitions.**

For purposes of this Resolution, the definitions contained in section 18-134.2, Leon County Code of Laws, are incorporated herein by reference.

**Section 3. Adoption of Non-Ad Valorem Assessment Roll.**

Pursuant to section 197.3632, Florida Statutes, Leon County hereby approves and adopts the *Stormwater Assessment Roll*, attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

**Section 4. Unit of Measurement for Non-Ad Valorem Assessment.**

The unit of measurement for the *Stormwater Assessment* shall be as set forth in Exhibit 1, the *Stormwater Assessment Rate Resolution*, R13-20, which is attached hereto and incorporated herein as if fully set forth below. The amount of the *Stormwater Assessment* imposed against each subject parcel of *Developed Property* is and shall be as further set forth in Exhibit 2. The *Stormwater Assessment* shall be and is hereby levied and imposed annually commencing October 1, 2013, and continuing each year thereafter until such time as changed or discontinued by the Board.

**Section 5. Certification of Non-Ad Valorem Assessment Roll to Tax Collector.**

The *Stormwater Assessment Roll* is hereby certified to the Tax Collector for collection in accordance with Florida law. The Chairman of the Board of County Commissioners is authorized to include each parcel described at Exhibit 2 herein on the non-ad valorem assessment roll certified to the Tax Collector for all properties subject to the stormwater non-ad valorem assessment.

**Section 6. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 9th day of July, 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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: \_\_\_\_\_

**EXHIBIT 1**

**RESOLUTION NO. R13-20**

**STORMWATER ASSESSMENT RATE RESOLUTION OF THE  
BOARD OF COUNTY COMMISSIONERS, RELATING TO THE  
PROVISION AND FUNDING OF THE STORMWATER  
MANAGEMENT SYSTEM.**

**RECITALS**

WHEREAS, the County desires to provide *Stormwater Management Services and Facilities* in the most efficient manner possible in order to promote the health, safety, and general welfare of its citizens; and

WHEREAS, a new and dedicated funding for implementation of the County's *Stormwater Management Plan* is needed to maintain compliance with state and federal requirements, and the levy of a *Stormwater Assessment* is determined to be the most equitable method of providing such funding; and

WHEREAS, those elements of the *Stormwater Management System* that provide for the collection, storage, treatment, and conveyance of *Stormwater* specially benefit all *Developed Property* within the unincorporated area of the County; and

WHEREAS, Florida law authorizes and encourages local governments to create stormwater management systems, provide stormwater management services and facilities, and adopt stormwater charges sufficient to plan, construct, operate and maintain its stormwater management system; and

WHEREAS, the cost of operating and maintaining the County *Stormwater Management System* and providing *Stormwater Management Services and Facilities* in accordance with existing permits and the funding of existing and future repairs, replacements, improvements, and extensions thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received; and

WHEREAS, on May 28, 2013, the Board of County Commissioners enacted an Ordinance amending ch. 18, Leon County Code of Laws, relating to the provision and funding of the County *Stormwater Management System*.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Leon County, Florida, that:

**Section 1. Recitals.** The Recitals set forth above are deemed incorporated herein as is fully set forth below.

**Section 2. Authority.** This Resolution is adopted pursuant to the authority granted the County under Article 8, Section 1, Florida Constitution, ch. 125 and 403, Florida Statutes, the Leon County Charter, and other applicable provisions of law.

**Section 3. Definitions.** For purposes of this Resolution, the definitions contained in section 18-134.2, Leon County Code of Laws, are incorporated herein by reference.

**Section 4. Resolution.** This Resolution shall constitute the *Stormwater Assessment Rate Resolution* as described in section 18-134.4(b), Leon County Code of Laws.

**Section 5. Provision of Stormwater Management Services and Facilities.** The County intends to provide *Stormwater Management Services and Facilities* for the benefit of all parcels of *Developed Property* located within the *Stormwater Services Area* commencing October 1, 2013. All or a portion of the cost to provide such *Stormwater Management Services and Facilities* shall be funded from the proceeds of the *Stormwater Assessment*.

**Section 6. Legislative Determinations.** It is hereby ascertained, determined, and declared that each parcel of *Developed Property* subject to the *Stormwater*

*Assessment* located within the *Stormwater Services Area* shall be specially benefited by the provision of *Stormwater Management Services and Facilities*, in an amount and to a degree not less than the *Stormwater Assessment* imposed against such parcel of *Developed Property*, in that such *Stormwater Assessment* as computed in a manner as set forth in this Resolution, constitutes a fair and reasonable charge for the provision of *Stormwater Management Services and Facilities*. It is hereby further ascertained, determined, and declared that the cost of providing *Stormwater Management Services and Facilities* used to compute the *Stormwater Assessment* constitutes a reasonable estimation of the ten (10) year average annual cost of providing *Stormwater Management Services and Facilities* to all parcels of *Developed Property* within the *Stormwater Services Area*. Lastly, the *Stormwater Assessment* is based upon the Leon County, Florida, Stormwater Utility Update, Final Report, dated April 5, 2013 ( hereinafter “Rate Study”) which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below.

**Section 7. Stormwater Assessment.** A *Stormwater Assessment* is hereby levied and imposed upon each parcel of *Developed Property* located within the *Stormwater Services Area* and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *Stormwater Management Services and Facilities* and thereby provides an equitably corresponding special benefit to the *Developed Property*. The *Stormwater Assessment* is hereby ascertained, determined and declared to be based upon a reasonable estimation of a ten (10) year average annual cost of providing *Stormwater Management Services and Facilities* to such *Developed Property*. It is further ascertained, determined and declared that the *Stormwater Assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *Developed*

*Properties* assessed based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A. The amount of the *Stormwater Assessment* levied and imposed upon each parcel of *Developed Property* in the *Stormwater Services Area* shall be determined according to the property use category and rate as set forth in Exhibit B, Rate Schedule, commencing October 1, 2013, annually until discontinued or changed by the Board.

**Section 8. Residential Credit.** The Board hereby provides a fifty percent (50%) residential credit to the *Stormwater Assessment* for County residents owning and residing on residential *Developed Property* who have been qualified with the *Property Appraiser* as either a Low Income Senior or Disabled Veteran in accordance with Florida law. Funds designated by the Board to adequately fund the residential credit shall be paid from funds other than those generated by the *Stormwater Assessment*. The residential credit shall be effective commencing October 1, 2013, and continue annually until discontinued by the Board.

**Section 9. Adjustment.**

(a) The Board hereby finds that retention of *Stormwater* meeting the standards set forth in sections 10-4.301(3)(b) or (5)(a)(i) and (5)(b), Leon County Code of Laws, would constitute a significant and measureable reduction in County provided *Stormwater Management Services and Facilities*, resulting in an adjustment to the *Stormwater Assessment* to reflect only those costs associated with engineering and permitting services of the *Stormwater Management Services and Facilities* provided. Therefore, the Board hereby creates a 75% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 75% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*,

when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(1), Leon County Code of Laws. The 75% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.

- (b) The Board hereby finds that by demonstrating that *Stormwater* quality treatment and rate attenuation standards applicable at the time of approval of a County issued environmental permit have been met, would constitute a significant and measurable reduction in County provided *Stormwater Management Services and Facilities*. As a result, adjusting the *Stormwater Assessment* to reflect a portion of those costs associated with the *Stormwater Management Systems and Facilities* provided, would result in a 50% reduction in the *Stormwater Assessment*. Therefore, the Board hereby creates a 50% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 50% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*, when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(2), Leon County Code of Laws. The 50% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.



(c) The Board hereby finds that by demonstrating that *Stormwater* rate attenuation standards applicable at the time of approval of a County issued environmental permit have been met, would constitute a significant and measurable reduction in County provided *Stormwater Management Services and Facilities*. As a result, adjusting the *Stormwater Assessment* to reflect a portion of those costs associated with the *Stormwater Management Systems and Facilities* provided would result in a 25% reduction in the *Stormwater Assessment*. Therefore, the Board hereby creates a 25% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 25% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*, when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(3), Leon County Code of Laws. The 25% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.

(d) Upon approval of an application of the owner, a reduction to the *Stormwater Assessment* may be applied to the subject *Developed Property*, when the owner demonstrates by competent substantial evidence that alternative means or techniques have been utilized to accomplish the standards set forth in Section 18-134.4(f)(2)a.(1), Leon County Code of Laws.

**Section 10. Collection of the *Stormwater Assessment*.** The collection of the *Stormwater Assessment* shall be made pursuant to and in accordance with section 18-

134.5, Leon County Code of Laws and is authorized hereby, commencing October 1, 2013.

**Section 11. Effective Date.** This Resolution shall have effect upon adoption and shall apply to all parcels of *Developed Property* located within the unincorporated area of Leon County.

Done and adopted by the Board of County Commissioners of Leon County, Florida, this 28th day of May, 2013.



LEON COUNTY, FLORIDA  
BY: Nicholas Maddox  
NICHOLAS MADDOX, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

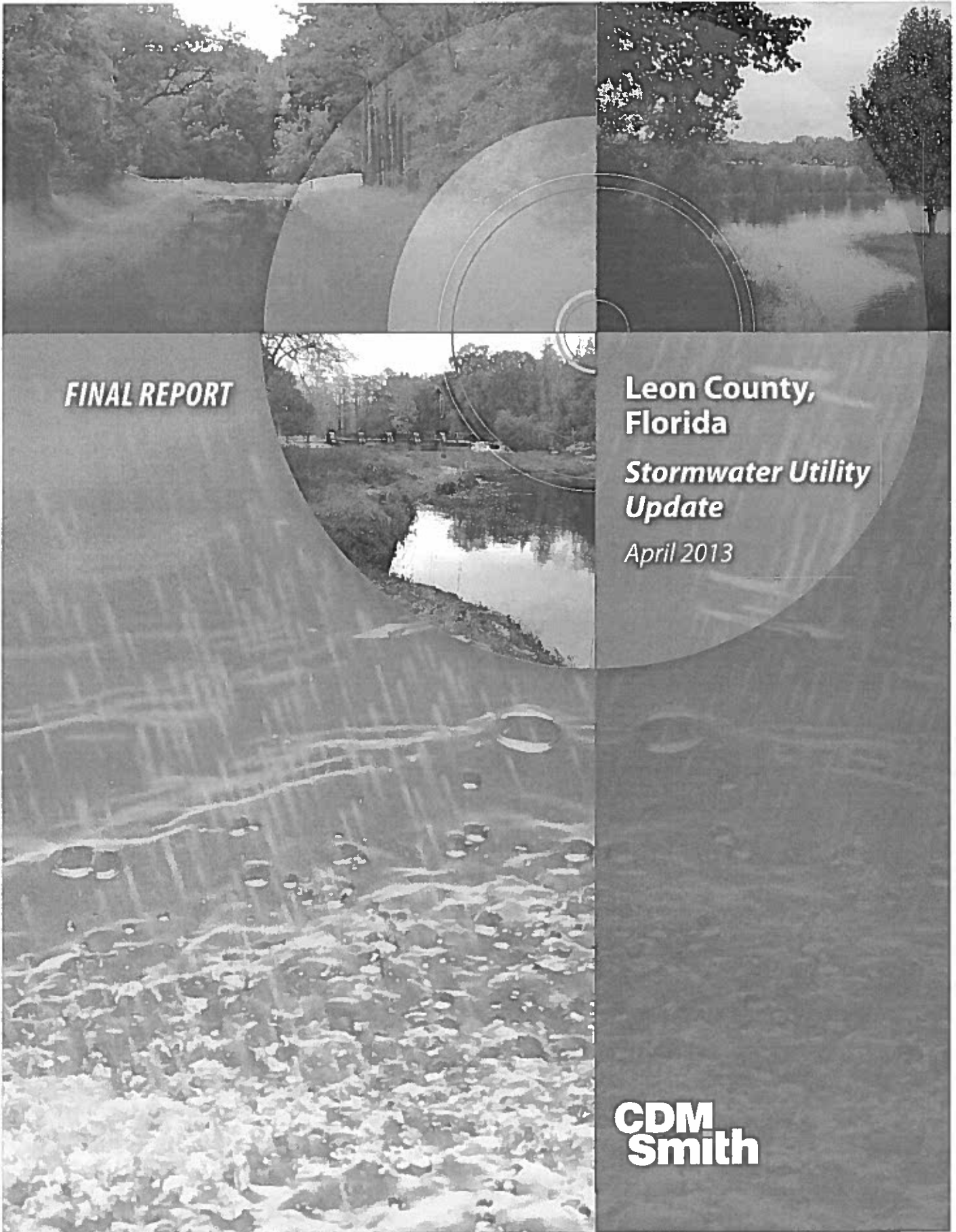
ATTESTED BY:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

BY: Bob Inzer  
for Bob Inzer

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY: Herbert W.A. Thiele  
HERBERT W.A. THIELE, ESQ.  
DOP. COUNTY ATTORNEY

EXHIBIT A



**FINAL REPORT**

**Leon County,  
Florida**  
**Stormwater Utility  
Update**  
*April 2013*

**CDM  
Smith**

EXHIBIT A



1715 North Westshore Boulevard, Suite 875  
Tampa, Florida 33607  
tel: 813 281-2900  
fax: 813 288-8787

April 5, 2013

Ms. Theresa Heiker, P.E.  
Stormwater Management Coordinator  
Engineering Services Division  
Leon County Public Works Department  
2280 Miccosukee Road  
Tallahassee, Florida 32398

Subject: Stormwater Utility Update Final Report

Dear Ms. Heiker:

CDM Smith is pleased to submit the Stormwater Utility Update Final Report (5 copies). The final report incorporates final comments and decisions CDM Smith received from the County on March 8, 2013 and early April via e-mail. Highlights from the report are presented below.

**Level of Service Analysis**

CDM Smith worked with County staff to define program activities and expenditures for Service Areas presented in Figure 1. The assessed level-of-service (LOS) for each program element is highlighted in blue. In general, the County's program is between a LOS C and LOS D. This assessment is based upon services currently being provided by the County and the associated funding of those services as compared to other Florida communities.

| Level of Service | Engineering & Permitting Activities  | Operation and Maintenance Program Activities | CIP Implementation Period |
|------------------|--|--|---------------------------|
| A                | Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance          | Fully Preventative/ 100% Routine             | 10-year Plan              |
| B                | Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive Permit Compliance         | Mixture of Routine and Inspection Based      | 20-year Plan              |
| C                | Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance          | Inspection Based Only                        | 40-year Plan              |
| D                | Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance | Mainly Responsive (Complaint-based)          | 50-year Plan              |
| F                | No Planning + No CIP Implementation Capabilities + NPDES Non-Compliance                                | Less than full response to all complaints    | 100-year Plan             |

**Figure 1**  
**LOS Analysis of County Stormwater Program Elements**



EXHIBIT A



Ms. Theresa Heiker, P.E.  
April 5, 2013  
Page 2

In order to maintain the current LOS being provided by the County, and the elimination of the transfer of general revenues to the stormwater utility fund, the updated stormwater utility would need to generate the revenue shown in Table 1. As an option, CDM Smith also considered at the request of the County an additional scenario to add \$2 million in annual revenue for capital improvements.

**Table 1  
Stormwater Program Costs**

| Program Element                     | Budget      | % of Total |
|-------------------------------------|-------------|------------|
| Engineering & Permitting, and NPDES | \$1,350,000 | 26.2%      |
| Operations & Maintenance            | \$1,800,000 | 35.0%      |
| Capital Improvement Program         | \$2,000,000 | 38.8%      |
| Total                               | \$5,150,000 | 100.0%     |

**Rate Structure Analysis**


CDM Smith worked with County staff to define and evaluate various stormwater utility rate structure scenarios to generate the program costs. This included an

assessment of impervious area characteristics of parcels located in unincorporated Leon County and the selection of a "single family dwelling unit" (SFU) as the basis for assigning fees to parcel owners. Based on the input from County staff, the preferred rate structure includes tiered non-single family residential rates, non-residential rates based upon their equivalent number of SFU's and the allowance of a credit adjustment. The analysis considered the cost of service within the defined Urban Service Area (USA). Also, the analysis showed that the rate for the USA would be only slightly different than the non-USA area, which may not support the need for different service areas.

Based on the number of SFU's in the County, to generate \$5.15 million in annual stormwater program costs, the fee is estimated to be \$140 per SFU per year assuming a 95 percent collection. To fund the stormwater program costs using a graduated 5-year approach, the fee would start out at \$44 per year per SFU, and increase by \$24 per year per SFU for each of the next 4 years. After five years, the ultimate rate would be \$140 per year per SFU. These estimates are based on a 2 percent growth per year in revenue needs and a 1 percent growth per year (i.e., new construction) in revenues.

We appreciate working with the County on this very important project and look forward to future opportunities.

Sincerely,

  
Scott McClelland  
Vice President  
CDM Smith Inc.

cc: Brian Mack



EXHIBIT A



# Table of Contents

|   |      |
|---|------|
| Section 1 Introduction.....   | 1-1  |
| Section 2 Level of Service .....                                    | 2-1  |
| 2.1 Stormwater Levels of Service.....                               | 2-1  |
| 2.1.1 Engineering & Permitting Level of Service Descriptions.....   | 2-2  |
| 2.1.2 Operation and Maintenance Level of Service Descriptions ..... | 2-4  |
| 2.1.3 Capital Improvements Level of Service Descriptions.....       | 2-4  |
| 2.2 Description of Current County Stormwater Program.....           | 2-5  |
| 2.2.1 Engineering Services Division .....                           | 2-5  |
| 2.2.2 Operation Services Division .....                             | 2-6  |
| 2.3 Current County Stormwater Program Funding Summary.....          | 2-8  |
| 2.3.1 Current Engineering & Permitting LOS .....                    | 2-9  |
| 2.3.2 Current NPDES Compliance LOS .....                            | 2-9  |
| 2.3.3 Current Operation and Maintenance LOS.....                    | 2-9  |
| 2.3.4 Current Capital Improvements LOS.....                         | 2-9  |
| 2.4 Existing Program Cost Comparison.....                           | 2-10 |
| 2.5 Stormwater Program Level of Service Improvements.....           | 2-11 |
| Section 3 Parcel Analysis.....                                      | 3-1  |
| 3.1 Tallahassee-Leon County GIS and Leon County Appraisal Data..... | 3-1  |
| 3.2 Results of Parcel Assessment .....                              | 3-1  |
| 3.3 Estimated Dwelling Units.....                                   | 3-3  |
| 3.4 Estimated Parcels for USA .....                                 | 3-4  |
| Section 4 Rate Structure Analysis .....                             | 4-1  |
| 4.1 Purpose .....   | 4-1  |
| 4.2 Rate Model.....   | 4-1  |
| 4.3 Stormwater Program Needs .....                                  | 4-3  |
| 4.4 Rate Structure Alternatives - Unincorporated County .....       | 4-3  |
| 4.4.1 Equivalent Units .....  | 4-4  |
| 4.4.2 Uniform or Tiered Residential Rates.....                      | 4-4  |
| 4.4.3 Nonresidential Rates .....                                    | 4-6  |
| 4.4.4 Adjustments and Credits.....                                  | 4-6  |
| 4.5 Consequences of Rate Structure Options .....                    | 4-8  |
| 4.6 Urban Services Area Options.....                                | 4-9  |
| Section 5 Rate Alternatives .....                                   | 5-1  |

EXHIBIT A



Tables

Table 2-1 Leon County, Florida Stormwater Utility Update – Stormwater Management and Operations Budgets and Costs As Shown in the Leon County Annual Budget, 5-Year Financial Plan and CIP, FY12/13 ..... 2-8

Table 2-2 Leon County, Florida Stormwater Utility Update – Capital Expenditures and Source of Funding ..... 2-9

Table 2-3 Leon County, Florida Stormwater Utility Update – LOS Costs ..... 2-10

Table 2-4 Leon County, Florida Stormwater Utility Update – Stormwater Management and Operation Estimated Budgets Excluding and Including CIP ..... 2-11

Table 3-1 Leon County, Florida Stormwater Utility Update – Summary of Unincorporated County Parcel FY 2011-2012 ..... 3-2

Table 3-2 Leon County, Florida Stormwater Utility Update – Summary of Parcel Data FY 2011-2012 – Urban Services Area ..... 3-5

Table 4-1 Leon County, Florida Stormwater Utility Update – Summary of Parcel Data (October 2012) ..... 4-2

Table 4-2 Leon County, Florida Stormwater Utility Update –Summary of FY13 Program Costs ..... 4-3

Table 4-3 Leon County, Florida Stormwater Utility Update –Potential Tiered Single Family Rate Structure ..... 4-5

Table 4-4 Leon County, Florida Stormwater Utility Update –Potential Tiered Residential Rates ..... 4-6

Table 4-5 Leon County, Florida Stormwater Utility Update –Summary of Consequences for Rate Structure Options ..... 4-9

Table 4-6 Leon County, Florida Stormwater Utility Update – O&M Rate for USA and Non-USA Areas ..... 4-9

Table 5-1 Leon County, Florida Stormwater Utility Update –Study Rate Alternatives to Fund \$3.15 Million Annually ..... 5-2

Table 5-2 Leon County, Florida Stormwater Utility Update –Study Rate Alternatives to Fund \$5.15 Million Annually ..... 5-2

Figures

Figure 2-1 Leon County, Florida Stormwater Utility Update ..... 2-2

Figure 2-2 Leon County, Florida Stormwater Utility Update ..... 2-10

EXHIBIT A



## Section 1

### Introduction

In October 2012, Leon County (the County) contracted with CDM Smith to prepare a Stormwater Utility Update Study (the 2012 Study). Procurement for these services was based upon the findings and recommendations from the Board of County Commissioner's Workshop on Stormwater and Solid Waste Non-Ad Valorem Assessments and Transportation Taxes held in February 2012. The original purpose of the 2012 Study was to identify the necessary funding to maintain adequate levels-of-service (LOS) for the County's stormwater management program and to determine the feasibility of eliminating the approximate \$2 to \$3 million subsidy from the County's general fund for stormwater services.

To accomplish this goal, CDM Smith prepared a LOS analysis of the County's stormwater programs (Section 2), performed a rate structure analysis (Sections 3 and 4), and developed subsidy elimination scenarios (Section 5). Also, as part of this work, CDM Smith developed a simple rate model using MS Excel ©, which has been provided to the County. This document summarizes the results and conclusions made for each of these tasks.

In order to compare the various rate structure options considered in Sections 3 and 4, the 2011 Stormwater Utility Survey (2011 Survey) prepared by the Florida Stormwater Association (FSA) was used. This survey included 81 respondents, of which 71 were cities and 10 were counties.



EXHIBIT A



## Section 2

### Level of Service

#### 2.1 Stormwater Levels of Service (LOS)

For the purposes of this evaluation, stormwater management services for the County have been organized into four categories as described below:

- **Engineering & Permitting Services (EPS)** – this area of service provides for the management and planning of the stormwater assets for the County. Included are program administration, planning, development review, total maximum daily load (TMDL) Engineering & Permitting, enforcement and monitoring. Also, this includes the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit (FLS000033) compliance activities that are not otherwise accounted for in the other categories.
- **Operation and Maintenance Services (O&M)** – these services include the maintenance of the stormwater assets of the County including mowing, cleaning, litter control, and minor repair.
- **Capital Improvement Program (CIP)** – this includes major construction of new stormwater assets for the County. Projects are generally identified annually in the 5-year CIP program.

In an ideal world with unlimited funding, stormwater management activities would be completed at the highest level. This would result in routinely maintaining all systems, constructing facilities to control every storm, planning for all watersheds to ultimate build out, and performing award winning NPDES compliance. In reality, such funding is not available and thus, services must be provided at a reasonable level that balances services desired by the public with the limited funding available. This level of service (LOS) varies depending on the desires of the community and the issues that need to be addressed.

In order to define the stormwater services provided by the County to its citizens, this study will compare stormwater services provided by the County to a set of standards. The term “LOS” is used in this study to describe the magnitude of beneficial results gained by the community and the environment from the County’s stormwater program. A higher LOS will result in better flood control and protection, better control of erosion and sedimentation, and better water quality and stream habitat. This LOS concept is useful for assessing each of the four major stormwater program areas that have been described previously (Engineering & Permitting which includes NPDES Compliance, Operation and Maintenance, and Capital Improvements).

For the purposes of this study, different LOS have been defined and assigned standard letter grades, with “A” being the highest and “F” being the lowest. These standard definitions facilitate evaluation of the LOS currently being provided by the County’s stormwater program, and allow consideration of alternative LOS, with their associated benefits and costs. A LOS “F” is considered to be below the minimum regulatory requirements and expectations of the community.

EXHIBIT A



A matrix has been developed to assist in understanding the different LOS as they relate to the four major program areas (Figure 2-1). Within this matrix, the first column contains the LOS letter grade identification ranging from "A" to "F." Subsequent column headings are provided for the four program areas, and each box within the matrix contains a brief description of the key elements required to achieve the given LOS for each program area. Later in this section, the County's current stormwater program is assigned a letter grade for each program area based on these LOS definitions. CDM Smith also evaluated the current cost of stormwater services as compared to other communities.

| Level of Service | Engineering & Permitting Activities  | Operation and Maintenance Program Activities | CIP Implementation Period |
|------------------|--|--|---------------------------|
| A                | Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance          | Fully Preventative/ 100% Routine             | 10-year Plan              |
| B                | Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive NPDES Permit Compliance   | Mixture of Routine and Inspection Based      | 20-year Plan              |
| C                | Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance          | Inspection Based Only                        | 40-year Plan              |
| D                | Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance | Mostly Responsive (Complaint-based)          | 50-year Plan              |
| F                | No Planning + No CIP Implementation Capabilities + NPDES Non-compliance                                | Less than full response to all complaints    | 100-year Plan             |

Figure 2-1 Leon County, Florida Stormwater Utility Update

2.1.1 Engineering & Permitting Level of Service Descriptions

A high LOS related to Engineering & Permitting provides benefits to the community and environment through the following means:

- Comprehensive planning of stormwater management activities and practices increases the opportunity to implement recommendations prior to development or redevelopment occurring, thus decreasing the costs and improving the effectiveness of these best management practices.
- A proper staffing level of County personnel to oversee and manage other program areas (i.e., operation and maintenance and capital improvements) improves the cost-effectiveness and efficiency of these program areas.
- A proper staffing level of County personnel to monitor and enforce stormwater rules and regulations increases the level of compliance by the regulated community, better protecting the community and environment from unlawful activities.
- Full compliance with all state and federal regulatory programs allows the County to qualify and gain higher priority for potential funding opportunities when they are available to the County, and avoids potential fines and/or environmental damage that may result from non-compliance. The data and information gained from monitoring activities required by these programs allows the County to make better decisions as to where to apply resources to gain the most benefit and as to the effectiveness of past and ongoing activities in achieving desired benefits.

## EXHIBIT A



To a large degree, the LOS of the Engineering & Permitting area depends upon the corresponding LOS of the other two major program areas, operation and maintenance and capital improvements. This is because County staff members are required to oversee and manage these other program areas to ensure their cost-effectiveness and efficiency.

However, there are other elements within the Engineering & Permitting area that are not related to O&M or capital improvements. These include enforcement of County development and environmental regulations (e.g., plan review and inspections for soil and erosion control and floodplain regulation, and inspections of stormwater facilities controlling existing development). Other activities that would fall under the Engineering & Permitting category include public information and education about stormwater-related issues, and other supporting functions such as information management, finance, billing, and administration.

The County was first issued its NPDES MS4 permit by the Florida Department of Environmental Protection (FDEP) in 1997 (Permit No. FLS000033). The permit was reissued in 2003 and again on November 1, 2011. Under this permit, the County is required to accomplish and report on various stormwater management activities. Currently, these activities are managed and funded under engineering and permitting services. Compliance is measured by the State using annual reports prepared by the permittee documenting all of the permit related activities accomplished during the permit year.

The various LOS for Engineering & Permitting are described below:

- **LOS A:** Watershed planning completed or scheduled dealing with existing and future stormwater problems (drainage and water quality); complete inventory of stormwater system in a geographic information system (GIS) database. Includes exemplary and/potentially award winning compliance with State and Federal NPDES permit requirements.
- **LOS B:** Increased planning for the watershed considering not only existing problems but also future problems that may be caused by growth; partial stormwater system inventory and sufficient management to administer the program and complete limited CIP projects. Provides proactive NPDES compliance with permit conditions and represents activities that are better than simply a minimal compliance with the letter of the permit, no substantive comments or requests from the annual report review and associated FDEP inspection.
- **LOS C:** Partial planning of watershed, limited stormwater system inventory and some ability to manage capital improvement projects; planning focused on dealing with major or significant existing problems. Middle-of-the-road and minimal accepted LOS with adequate compliance with NPDES permit conditions, some comments received during the annual review, but no major compliance issues are received from FDEP.
- **LOS D:** Poor management characterized by minimal or no planning; some ability to perform project management for capital projects; poor inventory of stormwater system and limited staff to administer the program. Not complying with NPDES permit conditions, characterized by substantive comments on the annual report and during the annual inspection.
- **LOS F:** No management or planning, no system inventory, and no ability to accomplish CIP projects or planning. Non-compliance with major NPDES permit conditions, with the permittee subject to potential fines from the state for noncompliance.

## EXHIBIT A



### 2.1.2 Operation and Maintenance Level of Service Descriptions

A high LOS related to operation and maintenance provides benefits to the community and environment through the following means:

- The useful life of the County's stormwater infrastructure is extended through proper operation and routine maintenance of these assets. This results in cost savings by delaying the need for major rehabilitation or replacement of these assets
- Cleaning of swales, catch basins, culverts, and ditches maintains the hydraulic capacity of these items, thus decreasing the frequency of flooding that may occur upstream of and in the vicinity of these areas.
- Regular removal of trash, debris, sediment, and excess vegetation from the stormwater system improves water quality of streams and downstream waterways as well as the aesthetic value of these areas to the community. Regular street sweeping and greenway maintenance achieves similar benefits.

The LOS for O&M are described below:

- **LOS A:** Highest O&M service level that is fully preventative – all maintenance is completed routinely, addressing every stormwater facility once or more each year.
- **LOS B:** Mixture of routine and inspection based maintenance. Critical structures are routinely maintained, both periodically during each year and possibly before each storm event, and non-critical structures are maintained based on inspection.
- **LOS C:** Inspection based maintenance whereby all structures are routinely inspected by management and maintenance is scheduled according to the inspection.
- **LOS D:** Complaint-based maintenance – all maintenance is done based on citizen complaints; generally characterized by work order based activities resulting from citizen call in complaints.
- **LOS F:** Less than complaint-based maintenance, with limited or no ability to even respond to complaints.

Once achieved, a LOS "A" may be less costly than lower LOS because it should reduce the frequency of high-cost capital expenditures such as repairs to failed facilities, unscheduled labor overtime, and high administrative costs. The challenge, however, is that the transition from a lower LOS to a LOS "A" cannot be achieved immediately.

### 2.1.3 Capital Improvements Level of Service Descriptions

A high LOS related to capital improvements provides benefits to the community and environment through the following means:

- Construction of stormwater system conveyance improvements reduces flooding in known problem areas, thus better protecting public and private property from flood damage.
- Protection and/or improvement of existing lakes, ponds, and wetlands supports downstream water quality objectives by providing treatment of stormwater runoff entering these waters.

## EXHIBIT A



- Acquiring and preserving stream buffers and other environmentally sensitive areas provides water quality improvement, increased habitat opportunities, and improved aesthetic value of the surrounding environment.
- Restoration and/or stabilization of streams and other areas subject to erosion reduces sediment transport, thus decreasing the need for downstream maintenance and improving downstream habitat.

Alternate LOS associated with capital improvements primarily distinguishes between the level of funding and rate of implementation for identified capital improvement needs. LOS "F" through "A" were assumed to correspond to an implementation period of 100 years to 10 years, respectively. The implementation schedule for capital improvements under any of these LOS could be accelerated through the issuance of revenue debt, with annual stormwater utility fees servicing the debt. It should be noted, however, that deferred implementation of some capital improvements would likely increase the costs of the required improvements, thus further delaying the schedule for full implementation.

## 2.2 Description of Current County Stormwater Program

### 2.2.1 Engineering Services Division

The goal of the Engineering Services Division "is to provide the public with professional services for the construction and maintenance of cost-effective infrastructure to enhance the community's quality of life". Within the Engineering Services Division are four full time employees dedicated to the County's stormwater management program. There are other staff within the Engineering Services Division that dedicate a portion of their time to stormwater management services. The appropriation of stormwater related costs is discussed later in this document. In general, the stormwater services provided by the Engineering Services Division include:

#### **In-house Design Services**

For small CIP projects, the Engineering Services Division provides in-house design services.

#### **Project Management Services for CIP**

For stormwater CIP projects, the Engineering Services Division provides project management services. This includes oversight of the technical aspects of the project during both design and construction.

#### **Review of Development Plans**

The Engineering Service Division is also periodically asked to review the stormwater elements of development plans submitted to the County. The review includes the associated stormwater management systems intended to meet local, state, and federal requirements. Support is also provided on wetland planting plans or review of environmental impacts.

#### **Inspections of New Construction Sites**

In addition to review of development plans, the Engineering Services Division is responsible for construction inspection activities that include enforcing erosion and sediment best management practices for County construction projects.

#### **Stormwater Engineering & Permitting and Planning**

These activities primarily focus on staff time associated with the continued management and planning of the County's stormwater services. Increased Engineering & Permitting services may be needed to

## EXHIBIT A



address the regulatory changes affecting how the County manages new mandates related to improved water quality. The County also represents County interests with the BluePrint 2000 program.

### **Stormwater Master Planning**

Under the direction of the Engineering Services Division, a stormwater master plan was completed in 1995 for the County's Primary Stormwater Management System (PSMS). Since the completion of the study, the County has been implementing CIP projects to address identified problem areas as funding becomes available. In recent years, funding of CIP projects has been accomplished with grant monies and other sources. No CIP funding has come from the existing stormwater utility.

### **CIP Program**

On an annual basis, the County updates and prioritizes its CIP needs and then implements the project as funding becomes available. CIP prioritization is based upon previous master planning efforts and flooding complaints from the community. Priority has been given to flood complaint based projects. As a result of aging infrastructure, it is expected that the CIP needs will increase, and thus will require additional funding. Currently, the existing stormwater utility is not used for funding of the County's CIP program. Since 2003, the County has averaged approximately \$4.6 million in expenditures in its stormwater CIP.

### **Grant Funding Pursuits**

The Engineering Services Department look for opportunities for grant funding of stormwater related services. The most recent example is grant monies secured as a result of Tropical Storm Faye to mitigate flooding problems that occurred as a result of the storm.

### **Total Maximum Daily Load (TMDL) Engineering & Permitting**

The TMDL program requires governments to reduce pollutant loads to impaired waters as identified by the Florida Department of Environmental Protection (FDEP) and/or the Environmental Protection Agency (EPA). As a result of TMDL regulations, the County may be required to reduce pollutant loads leaving its stormwater system into waters of the United States. The County has a list of waters deemed impaired by FDEP and the EPA. It is expected that the County will have to look at opportunities to reduce nutrients in several of the basins.

### **NPDES MS4 Compliance & Reporting**

The County has been meeting the requirements for their NPDES MS4 since first being issued (Permit No. FLS000033). In 2011, FDEP has renewed the permit, which requires the County to expand their stormwater program moving forward. Under the new permit, the County is now responsible for several new/enhanced activities. These activities will require additional funding to be compliant with the permit conditions.

### **Stormwater Utility Program**

The Engineering Services Division is responsible for the administration of the Stormwater Utility Program.

## **2.2.2 Operation Services Division**

Following a reorganization effort in 2008, the Operation Services Division of Public Works became responsible for the following services areas:

- Transportation Maintenance;

## EXHIBIT A

### Section 2 • Level of Service



- Right-of-Way Management; and,
- Stormwater Maintenance.

Each of these three functions involves O&M services for stormwater management systems as described in the paragraphs below.

#### Transportation Maintenance

The goal of the Division of Operations Transportation Program is to "provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management provided under transportation maintenance services include dirt road grading, stabilization and ditch maintenance.

Based upon Tallahassee Leon County GIS street segment data, there are 1,365 lane-miles that are currently being maintained by the Operations Services Division. Approximately, 51 percent of these roads are located within the Urban Service Area (USA). The County also estimated that 628 of the 1,365 lane-miles (46 percent) have a greater functional designation than "local road". For these roads, the expenses associated with transportation and stormwater O&M activities should be shared between transportation and stormwater funding sources. Sharing of these costs is common practices throughout Florida municipalities.

For the unpaved roads, the County provides grading services, including the adjacent roadside ditches on an approximate 14 day cycle. The County has 2 excavation crews available for this purpose. Additionally, the County maintains approximately 107 lane-miles within the City of Tallahassee limits. Approximately 46 percent of the lane-miles within the City limits are served by curb and gutter and closed systems (pipes) for stormwater management. The remainder is served by open systems (e.g. swales).

#### Right-of-Way Management

The goal of the Division of Operations Right-of-Way Management is to "provide for the safety, comfort, and convenience of the public by managing programs that support transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management under Right-of-Way management include:

- Mowing in landscape areas of County rights-of-way; and,
- Maintenance of vegetation in County maintained stormwater facilities.

The County mows approximately 500 miles of road Right-of-Way, five times each year (2,500 miles of roadway mowing annually). In addition, the County maintains approximately 42 acres of landscaped areas 11 times each year. The County expects more landscaped stormwater facilities in the future as a result of increased interests in green infrastructure for water quality improvement, and therefore, the demand for O&M services will increase.

#### Operations – Stormwater Maintenance

The goal of the Division of Operations Stormwater Maintenance Program is to "provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and

## EXHIBIT A



programs supporting transportation, roadside beautification, and stormwater maintenance”.

Activities related to stormwater management under Stormwater Maintenance include:

- Maintaining open and closed County owned drainage systems;
- Protect citizens from stormwater runoff (flooding);
- Provide silt removal from open and closed stormwater systems;
- Provide erosion protection through sod and hydromulch of ditches;
- Respond to stormwater issues identified by citizens;
- Construction and/or repair of stormwater structures (i.e., swale ditch blocks, inlets, etc.);
- Conduct routine maintenance to stormwater ponds and ditches (i.e., mowing, fence repair, etc.);
- Remove silt from County owned ponds and replace stormwater filter systems;
- Provide pond stabilization for erosion protection; and,
- Conduct inspections of stormwater ponds and conveyance systems for permit compliance.

As indicated above, the majority of stormwater services are provided by the Division of Operations under Stormwater Maintenance. It should be noted that approximately 75 percent of stormwater services are complaint based. The County maintains approximately 300 stormwater ponds. All but 10 of the stormwater ponds are “dry” ponds and require mowing. Mowing of the County-owned ponds is inspection-based and not complaint-based. Aquatic weed control is provided as necessary.

The County provides operation and maintenance services for approximately 60 miles of ditches, broken into 60 maintenance segments. Approximately 25 percent of the segments receive O&M annually. Pond maintenance also includes debris removal and mowing of the banks of Lake Henrietta. Two County crews are used to provide approximately 150,000 linear feet of ditch maintenance annually (28 miles per year). A third crew was eliminated during the last reorganization of the Operations Division.

### 2.3 Current County Stormwater Program Funding Summary

Based upon review of the Fiscal Year 2012/2013 Annual Budget Five-Year Financial Plan (Budget Document), and the information provided by the Leon County Office of Management and Budget, CDM Smith compiled a stormwater service funding and appropriation table (See Table 2-1). As can be seen from the table, the average budget for stormwater services for Fiscal Year 2011 through Fiscal Year 2013 is approximately \$4.8 million. Of the \$4.8 million, approximately \$1 million comes from the non-ad valorem assessment (stormwater utility fees), \$1.2 million from the Transportation Trust Fund, \$2.5 million from the non-countywide fund, and the balance from miscellaneous sources. To account for the funding to pay for related stormwater and engineering services, funds are transferred between stormwater and transportation funds. It is important to note that both of these funds are supported by General Revenue. \$1.2 million in transportation funds are transferred to the stormwater program to fund the maintenance of stormwater systems associated with roadways. The County's engineering services, including stormwater engineering costs, are accounted for in the Transportation Trust Fund. \$1.6 million in revenue from the Stormwater Fund is paid back to the Transportation Trust Fund to pay for related engineering and operating services. Additionally, it is the goal of the County to



EXHIBIT A

**Table 2-1  
Leon County, Florida  
Stormwater Utility Update - Stormwater Management and Operations Budgets and Costs  
As Shown in the Leon County Annual Budget, 5-Year Financial Plan and CIP, FY12/13**

| Revenue Sources for Stormwater Utility Fund                      | FY 2011 Actual |         | FY 2012 Adopted |         | FY 2013 Budget    |         | 8-Year Average |
|--|----------------|---------|-----------------|---------|-------------------|---------|----------------|
|  | Revenue        | Revenue | Revenue         | Revenue | Revenue           | Revenue |                |
| Non Ad-valorem Assessment  | \$1,006,742    |         | \$1,021,250     |         | \$1,004,150       |         | \$1,010,714    |
| City Permit Water Atlas  | \$18,750       |         | \$25,000        |         | \$0               |         | \$14,583       |
| Pooled Interest Allocation                                       | \$37,644       |         | \$35,625        |         | \$44,745          |         | \$39,338       |
| Other Sources  | \$137,245      |         | \$0             |         | \$0               |         | \$45,748       |
| Transfer from 106 (Transp. Trust)                                | \$1,179,177    |         | \$1,248,251     |         | \$1,072,112       |         | \$1,166,513    |
| Transfer from 126 (non- countywide)                              | \$1,890,951    |         | \$2,618,647     |         | \$2,985,242       |         | \$2,498,280    |
| Miscellaneous  | \$0            |         | \$290,000       |         | \$0               |         | \$96,667       |
|  | \$4,270,508    |         | \$5,238,773     |         | \$5,106,249       |         | \$4,871,843    |
| Actual Expenses or Budgeted Expenses for Stormwater Utility Fund | FY 2011 Actual |         | FY 2012 Adopted |         | FY 2013 Requested |         | 8-Year Average |
| Stormwater Utility Fund  | Expenses       | Budget  | Expenses        | Budget  | Expenses          | Budget  |                |
| Stormwater Maintenance <sup>1</sup>                              | \$2,241,834    |         | \$2,774,701     |         | \$2,748,500       |         | \$2,588,345    |
| MIS Automation - Stormwater                                      | \$626          |         | \$568           |         | \$500             |         | \$565          |
| Stormwater Utility Risk  | \$35,769       |         | \$32,231        |         | \$19,644          |         | \$29,215       |
| Indirect Costs - Stormwater                                      | \$549,016      |         | \$619,399       |         | \$425,552         |         | \$531,322      |
| Tax Collector  | \$20,849       |         | \$17,910        |         | \$18,447          |         | \$19,069       |
| Water Quality & TMDL Sampling                                    | \$37,500       |         | \$59,940        |         | \$0               |         | \$32,480       |
| Transfers to Account 106   | \$1,067,204    |         | \$1,699,024     |         | \$1,886,104       |         | \$1,550,777    |
| Budgeted Reserves - Stormwater                                   | \$0            |         | \$35,000        |         | \$35,000          |         | \$23,333       |
|  | \$3,952,798    |         | \$5,238,773     |         | \$5,133,747       |         | \$4,775,106    |

## EXHIBIT A



eliminate the transfer of the approximate \$2.5 million of Non-Countywide funds with revenue generated from the updated stormwater utility rate structure.

The County expends \$4.8 million for various stormwater related activities. Approximately \$2.6 million is spent on stormwater O&M, \$1.6 million is transferred back for engineering services, and the remaining \$600,000 is spent on various other stormwater functions located in the stormwater fund.

It is a common practice for other County stormwater programs in Florida to fund the O&M for major roads using transportation funds. Consistent with this practice, in future years, the County has identified \$800,000 in the Transportation Trust Fund for stormwater O&M on major roads. The County estimated this cost using the assumption that 46% of County roads are classified as greater than "local" and that 67% of O&M budget (\$2.6 million) is spent on roadway stormwater maintenance ( $\$2.6 \text{ million} \times 67\% \times 46\% = \$800,000$ ). As a result, the stormwater utility will only need to fund \$1.8 million for stormwater facility and conveyance O&M and not the full \$2.6 million ( $\$2,600,000 - \$800,000$ ). Therefore, the actual funds that will be appropriated from the stormwater utility fund will be \$3.15 million.

Historically, the County has spent an average of \$4.6 million on its CIP program (FY2003 – FY2012). The majority of the dollars were secured from revenue sources other than what is generated by the County's current stormwater assessment fee. Moving forward, the County anticipates using approximately \$2.0 million for its stormwater CIP program as a minimum amount. This is based upon the last 10 years of stormwater CIP appropriations from the County's CIP program, Gas Tax, and Local Options Sales Tax. A summary of the historical CIP expenditures by fund is presented in **Table 2-2**.

Based on a review of the existing County stormwater program by CDM Smith, discussions with county staff, and the LOS definitions provided previously, the following LOS ratings are provided for the current County stormwater program.

### 2.3.1 Current Engineering & Permitting LOS

The County's currently provides a LOS C for Engineering & Permitting. While the County completed a stormwater master plan in 1995, it has not been updated nor have basin plans related to water quality protection been completed. Also, the County continues to inventory of stormwater facilities.

### 2.3.2 Current NPDES Compliance LOS

Based on this assessment of the compliance activities for the County, the existing program has achieved adequate compliance so would be designated a LOS C. The County does additional stormwater monitoring above what is required for permit compliance.

### 2.3.3 Current Operation and Maintenance LOS

The existing O&M LOS is primarily complaint based. There are limited inspection based O&M practices related to pond mowing. Based upon the LOS criteria previously defined in Figure 2-1, the current LOS provided by the County is D. This LOS rating is indicative of resource limitations and not effort.

### 2.3.4 Current Capital Improvements LOS

The current LOS provided by the County related to capital improvements associated with stormwater management is LOS D+. Projects are completed based upon need and fiscal resources. It should be noted that the currently, the stormwater utility does not fund the County's stormwater CIP.

EXHIBIT A

**Table 2-2  
Leon County, Florida  
Stormwater Utility Update - Capital Expenditures and Source of Funding**

| Capital Improvement Projects - Funding Source | FY 2003            | FY 2004            | FY 2005            | FY 2006            | FY 2007            | FY 2008            | FY 2009            | FY 2010            | FY 2011            | FY 2012            | 10-Year Average    |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Grants - 125                                  | \$0                | \$508,671          | \$21,391           | \$0                | \$1,641,670        | \$110,057          | \$200,000          | \$308,021          | \$1,097,013        | \$2,086,385        | \$597,321          |
| Capital Improvements Fund - 305               | \$509,975          | \$1,361,643        | \$1,388,050        | \$2,021,548        | \$1,838,855        | \$615,355          | \$1,350,106        | \$2,171,559        | \$2,098,912        | \$2,306,180        | \$1,566,218        |
| Transportation Fund - 306                     | \$0                | \$1,863            | \$9,722            | \$294,483          | \$35,616           | \$32,677           | \$37,486           | \$80,172           | \$199,875          | \$49,759           | \$74,165           |
| Sales Tax Fund - 308                          | \$10,914           | \$161,000          | \$118,891          | \$326,234          | \$0                | \$0                | \$0                | \$0                | \$0                | \$0                | \$61,704           |
| Sales Tax Extension Fund - 309                | \$71,778           | \$2,753            | \$937,510          | \$6,857,166        | \$1,185,613        | \$1,997,770        | \$1,796,482        | \$1,812,261        | \$653,984          | \$2,593,600        | \$1,790,892        |
| Bond Series - 318                             | \$1,474,768        | \$2,733,623        | \$581,544          | \$261,867          | \$37,382           | \$0                | \$0                | \$0                | \$0                | \$0                | \$508,918          |
| <b>Totals</b>                                 | <b>\$2,067,435</b> | <b>\$4,769,553</b> | <b>\$3,057,108</b> | <b>\$9,761,298</b> | <b>\$4,739,136</b> | <b>\$2,755,859</b> | <b>\$3,384,074</b> | <b>\$4,372,013</b> | <b>\$4,049,784</b> | <b>\$7,035,924</b> | <b>\$4,599,218</b> |

| Capital Improvement Projects - Funding Source | 10-Year Average    |
|---|--------------------|
| Capital Improvements Fund - 305               | \$1,566,218        |
| Transportation Fund - 306                     | \$74,165           |
| Sales Tax Fund - 308                          | \$61,704           |
| <b>Totals</b>                                 | <b>\$1,702,088</b> |

EXHIBIT A



Figure 2-2 illustrates the current LOS for the County based on this assessment. Overall, the County is assessed as being between a C and D\* for the LOS.

| Level of Service | Engineering & Permitting Activities  | Operation and Maintenance Program Activities | CIP Implementation Period |
|------------------|--|--|---------------------------|
| A                | Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance          | Fully Preventative/ 100% Routine             | 10-year Plan              |
| B                | Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive NPDES Permit Compliance   | Mixture of Routine and Inspection Based      | 20-year Plan              |
| C                | Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance          | Inspection Based Only                        | 40-year Plan              |
| D                | Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance | Mainly Responsive(Complaint-based)           | 50-year Plan              |
| F                | No Planning + No CIP Implementation Capabilities + NPDES Non-compliance                                | Less than full response to all complaints    | 100-year Plan             |

Figure 2-2 Leon County, Florida Stormwater Utility Update

## 2.4 Existing Program Cost Comparison

CDM Smith used a “top-down” approach to establish a base line for varying levels of service. This approach uses standard unit costs to estimate the total program cost. Typically, costs are related to population (i.e., cost per capita) or to road or lane mile, with the latter tending to relate best to O&M costs and the former relating to total and Engineering & Permitting costs. Table 2-3 shows the results for a number of communities in Florida and other states for which population, funding, road miles and level of service were available. Based on these data, the top-down costs for the different LOS above the current LOS for the County was estimated.

Table 2-3 Leon County, Florida Stormwater Utility Update  
LOS Costs

| Population Based Level of Service (EPS, O&M, CIP) | Average  | Minimum | Maximum  |
|---|----------|---------|----------|
| A   | \$61     | \$59    | \$63     |
| B   | \$44     | \$27    | \$60     |
| C   | \$25     | \$17    | \$43     |
| D   | \$21     | \$12    | \$28     |
| Lane Mile Based Level of Service (O&M only)       | Average  | Minimum | Maximum  |
| A   | \$12,201 | \$6,550 | \$17,852 |
| B   | \$8,044  | \$3,148 | \$11,104 |
| C   | \$6,079  | \$2,698 | \$10,090 |
| D   | \$2,442  | \$1,216 | \$3,216  |

As previously shown in Table 2-1, the County spends approximately \$3.95 million on its stormwater program, including the \$800,000 from the Transportation Trust Fund. Using a population estimate of 95,000 (2011 Census Estimate), this is an equivalent cost of \$42 per capita for stormwater services. Using the benchmark data presented in Table 2-3, this is between a LOS C and LOS B. When you consider the County appropriates a portion of its stormwater budget on stormwater maintenance activities associated with roadways within the City of Tallahassee limits, the result would move the benchmark LOS closer to LOS C. This result is consistent with the LOS determination using County specific data (see Section 2.3).

EXHIBIT A



A comparison of the O&M LOS based upon the lane miles of County road currently being maintained was also performed. Currently, the County maintains approximately 1365 lane-miles of roadway. As previously discussed, approximately 694 lane-miles are within the USA and 107 lane-miles are within the City of Tallahassee limits. Because the County maintains roads inside city limits and the costs for this work is included in the overall expenses recorded here, the LOS is identified with Table 2-3 is slightly lower than it is in reality. Based upon the \$2.6 million appropriation for stormwater O&M (see Table 2-1), the County spends approximately \$1,904 per roadway lane-mile on stormwater O&M services. Based upon the benchmark information presented in Table 2-3, this equates to a LOS D, which is consistent with the LOS determination using County specific data (see Section 2.3).

### 2.5 Stormwater Program Level of Service Improvements

The cost of the County’s stormwater program at the current LOS is \$3.95 million. As previously discussed, approximately \$800,000 will come from the Transportation Trust Fund to maintain arterial and collector roadways ,leaving \$3.15 million to be funded by the stormwater assessment, annually. The recommended allocation of the \$3.15 million is presented in **Table 2-4**. In order to provide \$2 million for its CIP program into the stormwater utility fund, the total revenue needed from the stormwater utility fee would be \$5.15 million.

**Table 2-4 Leon County, Florida  
Stormwater Utility Update – Stormwater Management and  
Operation Estimated Budgets Excluding and Including CIP**

| Revenue Sources for Stormwater Utility Fund | Existing Budget    |
|---|--------------------|
| Engineering & Permitting Services           | \$1,350,000        |
| Stormwater Maintenance                      | \$1,800,000        |
| <b>Total</b>                                | <b>\$3,150,000</b> |

| Revenue Sources for Stormwater Utility Fund | Future Budget      |
|---|--------------------|
| Engineering & Permitting Services           | \$1,350,000        |
| Stormwater Maintenance                      | \$1,800,000        |
| Capital Improvement Projects                | \$2,000,000        |
| <b>Total</b>                                | <b>\$5,150,000</b> |

EXHIBIT A



## Section 3

### Parcel Analysis

A stormwater utility program includes a utility fee that is generally based upon the amount of impervious area on a fee payer's land. Generally, the greater the amount of impervious area, the greater amount of stormwater runoff and, subsequently, the greater the effort local cities and counties have to expend to control the runoff. While there are a number of parameters related to runoff, the best parameter is the amount of impervious area. Therefore, to understand the stormwater assessment for Leon County (the County), this project included a study of impervious area as well as other parcel-based information that may be pertinent to the utility assessment.

Based on CDM Smith experience, it has been found in Florida and other parts of the country that there tend to be two distinct categories of parcels which need study: residential and non-residential. Generally, the impervious areas of residential parcels represent relatively uniform classes while the impervious areas for non-residential parcels vary significantly.

Provided in this section is a discussion of the parcels in the study area. The data used in the analysis were obtained from Tallahassee-Leon County GIS (GIS). A brief description of the data and techniques used is provided prior to the consideration of the results for each general parcel type.

#### 3.1 Tallahassee-Leon County GIS and Leon County Appraisal Data

The GIS staff provided CDM Smith with parcel specific GIS and database information. From these records and conversations with the GIS staff, a dataset of parcel information was obtained, a summary of which is provided below.

#### 3.2 Results of Parcel Assessment

A summary of the 2012 parcel data for the Unincorporated County as defined by GIS & LCPA data is provided in **Table 3-1**. The table lists the parcel types, number of parcels encountered in the dataset, number of estimated dwelling units, the impervious areas used for the assessment and the assessment revenues. The data are separated into residential, non-residential and vacant categories. The percentages are rounded to the nearest 10<sup>th</sup> percent. Also included in these tables are the relative percent of the County each category represents. It should be noted that there are a number of "vacant" parcels as defined by the GIS datasets (1,289 to be precise). These parcels, although coded as if they have no development (i.e., vacant), were considered in the analysis as they did have onsite improvements such as mobile homes or parking areas. For the purposes of the summary the 100 Department of Revenue Codes were categorized as follows:

EXHIBIT A



**Table 3-1 Leon County, Florida  
Stormwater Utility Update  
Summary of Unincorporated County Parcel Data FY 2011-2012**

| Parcel Type                                      | No. of<br>Parcels | % of<br>Total | Estimated<br>Dwelling<br>Units | % of<br>Total | Impervious<br>Area (sq ft) | % of<br>Total | SWU<br>Assessment | % of<br>Total |
|--|-------------------|---------------|--------------------------------|---------------|----------------------------|---------------|-------------------|---------------|
| <b>Residential</b>                               |                   |               |                                |               |                            |               |                   |               |
| Single Family <sup>1</sup>                       | 27,130            | 73.6%         | 27,130                         | 73.4%         | 107,177,177                | 64.3%         | \$542,600         | 58.4%         |
| SFR with > 1 DU                                  | 769               | 2.1%          | 1,900                          | 5.1%          | 4,958,171                  | 3.0%          | \$38,020          | 4.1%          |
| Mobile Home                                      | 5,652             | 15.3%         | 5,652                          | 15.3%         | 12,031,183                 | 7.2%          | \$113,040         | 12.2%         |
| Mobile Home with >1 DU                           | 451               |               | 1,091                          |               | 1,944,451                  |               | \$21,820          |               |
| <b>Condominium</b>                               |                   |               |                                |               |                            |               |                   |               |
| Multifamily 2-9 DUs                              | 264               | 0.7%          | 669                            | 1.8%          | 929,558                    | 0.6%          | \$13,380          | 1.4%          |
| Multifamily >9 DUs                               | 3                 | 0.0%          | 332                            | 0.9%          | 1,091,838                  | 0.7%          | \$1,060           | 0.1%          |
| Misc. Residential                                | 204               | 0.6%          | 204                            | 0.6%          | 508,874                    | 0.3%          | \$4,780           | 0.5%          |
| <b>Subtotal Residential</b>                      | <b>34,473</b>     | <b>93.6%</b>  | <b>36,978</b>                  | <b>100.0%</b> | <b>128,641,252</b>         | <b>77.1%</b>  | <b>\$734,700</b>  | <b>79.0%</b>  |
| <b>Nonresidential</b>                            |                   |               |                                |               |                            |               |                   |               |
| Commercial                                       | 477               | 1.3%          |                                |               | 15,650,717                 | 9.4%          | \$71,918          | 7.7%          |
| Industrial                                       | 253               | 0.7%          |                                |               | 7,876,516                  | 4.7%          | \$39,704          | 4.3%          |
| Agricultural                                     | 1                 | 0.0%          |                                |               | 61,734                     | 0.0%          | \$40              | 0.0%          |
| Institutional                                    | 50                | 0.1%          |                                |               | 1,748,510                  | 1.0%          | \$9,134           | 1.0%          |
| Churches   | 138               | 0.4%          |                                |               | 2,736,354                  | 1.6%          | \$17,406          | 1.9%          |
| City/County                                      | 45                | 0.1%          |                                |               | 1,224,439                  | 0.7%          | \$5,384           | 0.6%          |
| Governmental                                     | 25                | 0.1%          |                                |               | 1,738,624                  | 1.0%          | \$1,776           | 0.2%          |
| Public Schools                                   | 9                 | 0.0%          |                                |               | 2,491,003                  | 1.5%          | \$2,206           | 0.2%          |
| Miscellaneous                                    | 80                | 0.2%          |                                |               | 750,427                    | 0.4%          | \$6,964           | 0.7%          |
| <b>Subtotal Nonresidential</b>                   | <b>1,078</b>      | <b>2.9%</b>   |                                |               | <b>34,278,324</b>          | <b>20.6%</b>  | <b>\$154,532</b>  | <b>16.6%</b>  |
| <b>Vacant</b>                                    |                   |               |                                |               |                            |               |                   |               |
| Vacant Residential                               | 1,171             | 3.2%          | 1,275                          |               | 2,330,028                  | 1.4%          | \$29,360          | 3.2%          |
| Vacant Commercial                                | 72                | 0.2%          |                                |               | 1,085,112                  | 0.7%          | \$9,372           | 1.0%          |
| Vacant Industrial                                | 33                | 0.1%          |                                |               | 97,222                     | 0.1%          | \$1,000           | 0.1%          |
| Vacant Institutional                             | 13                | 0.0%          |                                |               | 360,289                    | 0.2%          | \$906             | 0.1%          |
| <b>Subtotal Vacant</b>                           | <b>1,289</b>      | <b>3.5%</b>   |                                |               | <b>3,872,651</b>           | <b>2.3%</b>   | <b>\$40,638</b>   | <b>4.4%</b>   |
| <b>Total Unincorporated</b>                      | <b>36,840</b>     | <b>100.0%</b> | <b>38,253</b>                  |               | <b>166,792,227</b>         | <b>100.0%</b> | <b>\$929,870</b>  | <b>100.0%</b> |
| <b>Total Developed</b>                           | <b>35,551</b>     |               | <b>36,978</b>                  |               | <b>162,919,576</b>         |               |                   |               |
| Estimated Unincorporated Population <sup>2</sup> |                   |               | 89,895                         |               |                            |               |                   |               |
| Estimated 2011 Population (2010 Census Estimate) |                   |               | 95,006                         |               |                            |               |                   |               |

Notes:

- 1 Based on NAV Database, some SFU (DOR Code 01) have more than 1 DU.
- 2 Estimated population based on 2.35 persons per DU (2010 Census)

EXHIBIT A



| <u>DOR Code</u>             | <u>Category</u>               |
|-----------------------------|-------------------------------|
| 00                          | Vacant Residential            |
| 01                          | Single Family                 |
| 02                          | Mobile Homes                  |
| 03, 08                      | Multifamily                   |
| 04                          | Condominiums (none in record) |
| 05, 06, 07, 09              | Miscellaneous Residential     |
| 10                          | Vacant Commercial             |
| 11 - 39                     | Commercial                    |
| 40                          | Vacant Industrial             |
| 41 - 49                     | Industrial                    |
| 50 - 69                     | Agricultural                  |
| 70                          | Vacant Institutional          |
| 71                          | Churches                      |
| 72 - 79                     | Institutional                 |
| 80, 81, 82, 84, 85, 87 - 89 | Governmental                  |
| 83, 86                      | City/County                   |
| 90 - 99                     | Miscellaneous                 |

For the purposes of this analysis, the term “Single Family” refers only to those parcels in DOR Code 01. Mobile homes, even though only one family may reside in them, and Multifamily are considered Non-Single Family Residential.

Also, for this analysis, “Miscellaneous Residential” includes parcels in DOR Codes 05, 06, 07 and 09. According to the GIS data, the Unincorporated County has 204 parcels identified as DOR Code 07, which according to the Department of Revenue means “Miscellaneous Residential (migrant camps, boarding houses, etc.)”. How the County assigns billing units to these types of parcels is subject to County policy and in Florida, there is no standard of practices for this issue. For the purposes of this analysis, each parcel in DOR Code 07 was assigned 1 billing unit.

In total, there are 36,840 assessed parcels in the Unincorporated County, of which 34,473 are residential in nature (94 percent). The majority of the residential parcels are single family units (73 percent). The second largest number of residential parcels is Mobile Homes at 15.3 percent. Of the 1,078 non-residential parcels, 477 (44.2 percent) are commercial, 253 (23.5 percent) are industrial and 138 (12.8 percent) are churches. Of the parcels identified as vacant, most are vacant residential.

From the NAV records, the impervious area for each category is also shown in Table 3-1. Residential parcels represent 77.1 percent of the impervious area, nonresidential parcels represent 18.6 percent and vacant parcels represent 4.4 percent of the total. Also, of the estimated \$929,870 in revenue, 79.0 percent comes from residential parcels, 16.6 percent comes from nonresidential parcels and 4.4 percent comes from vacant parcels.

### 3.3 Estimated Dwelling Units

To consider rate structure options, an estimate of the number of dwelling units was needed. For single family units, normally it is assumed that each parcel is one dwelling unit. From the NAV dataset, about 770 parcels have more than one dwelling unit located on the parcel. These parcels are separately listed in Table 3.1. This is also true of mobile homes: one dwelling unit per parcel is normally assumed. There are 451 mobile home parcels with more than one dwelling unit – these are also listed separately. Finally for multifamily, the NAV record was used to identify the number of



## EXHIBIT A



dwelling units associated with each parcel type including vacant residential. In total, about 38,250 dwelling units were identified, the majority of which are single family units (71 percent).

### 3.4 Estimated Parcels for USA

One of the considerations of this study was the potential for service areas. Service areas, for the purpose of this study, are areas in the County where differential levels of service may be offered by the County. Upon discussion with County staff, it was suggested that one such separation may be parcels in the Urban Services Area (USA) and those without. Staff believed that the O&M component of the stormwater program may be less in the non-USA area. To test this, the parcels within and without of the USA (in the Unincorporated County) were separated.

Using the GIS information, parcels within the USA were identified.. Of the 36,840 assessed parcels in the Unincorporated County, 23,568 (64 percent) are in the USA. **Table 3-2** summarizes the number of parcels, number of estimated dwelling units, impervious areas and assessment revenues for the Unincorporated County portion of the USA. Residential parcels comprise 23,495 (94 percent) of the parcels, most of which are single family units (84 percent). There are 786 nonresidential parcels in the unincorporated portion of the USA representing 3.3 percent of the total number of parcels. The rest of the parcels (2.3 percent) are coded as vacant by the Property Appraiser's Office. Using the same methods noted above for impervious area, the USA has 110.4 million square feet of impervious area of which only 73.9 percent is residential.

EXHIBIT A



**Table 3-2 Leon County, Florida  
Stormwater Utility Update  
Summary of Parcel Data FY 2011-2012 – Urban Services Area**

| Parcel Type                    | No. of<br>Parcels | % of<br>Total | DU/<br>Parcel | Estimated<br>Dwelling<br>Units | % of<br>Total | Imperv Area<br>(sq ft) | % of<br>Total | Avg.<br>Imperv<br>per DU<br>(sq ft) | SWU<br>Assessment | % of<br>Total |
|--------------------------------|-------------------|---------------|---------------|--------------------------------|---------------|------------------------|---------------|-------------------------------------|-------------------|---------------|
| <b>Residential</b>             |                   |               |               |                                |               |                        |               |                                     |                   |               |
| Single Family                  | 19,700            | 83.6%         | 1             | 19,700                         | 83.8%         | 73,476,092             | 66.5%         | 3,730                               | \$394,000         | 64.6%         |
| SFR with > 1 DU                | 298               | 1.3%          | 2.5           | 749                            | 3.2%          | 1,978,666              | 1.8%          | 2,642                               | \$14,980          | 2.5%          |
| Mobile Home                    | 1,866             | 7.9%          | 1             | 1,866                          | 7.9%          | 3,769,349              | 3.4%          | 2,020                               | \$37,320          | 6.1%          |
| Mobile Home with >1 DU         | 92                | 0.4%          | 2.53          | 233                            | 1.0%          | 355,264                | 0.3%          | 1,525                               | \$4,660           | 0.8%          |
| <b>Condominium</b>             |                   |               |               |                                |               |                        |               |                                     |                   |               |
| Multifamily                    | 240               | 1.0%          | 3.75          | 902                            | 3.8%          | 1,896,532              | 1.7%          |                                     | \$12,460          | 2.0%          |
| Misc. Residential              | 45                | 0.2%          | 1             | 45                             | 0.2%          | 121,989                | 0.1%          | 2,711                               | \$1,220           | 0.2%          |
| <b>Subtotal Residential</b>    | <b>22,241</b>     | <b>94.4%</b>  |               | <b>23,495</b>                  | <b>100.0%</b> | <b>81,597,892</b>      | <b>73.9%</b>  | <b>3,473</b>                        | <b>\$464,640</b>  | <b>76.1%</b>  |
| <b>Nonresidential</b>          |                   |               |               |                                |               |                        |               |                                     |                   |               |
| Commercial                     | 385               | 1.6%          |               |                                |               | 13,870,197             | 12.6%         |                                     | \$60,172          | 9.9%          |
| Industrial                     | 228               | 1.0%          |               |                                |               | 7,194,140              | 6.5%          |                                     | \$36,808          | 6.0%          |
| Agricultural                   |                   | 0.0%          |               |                                |               |                        | 0.0%          |                                     |                   | 0.0%          |
| Institutional                  | 27                | 0.1%          |               |                                |               | 1,224,995              | 1.1%          |                                     | \$7,324           | 1.2%          |
| Churches                       | 80                | 0.3%          |               |                                |               | 2,069,605              | 1.9%          |                                     | \$12,066          | 2.0%          |
| City/County                    | 25                | 0.1%          |               |                                |               | 752,559                | 0.7%          |                                     | \$2,584           | 0.4%          |
| Governmental                   | 18                | 0.1%          |               |                                |               | 310,697                |               |                                     | \$1,216           |               |
| Public Schools                 | 4                 | 0.0%          |               |                                |               | 876,030                |               |                                     | \$806             |               |
| Miscellaneous                  | 19                | 0.1%          |               |                                |               | 156,896                |               |                                     | \$2,080           |               |
| <b>Subtotal Nonresidential</b> | <b>786</b>        | <b>3.3%</b>   |               |                                |               | <b>26,455,119</b>      | <b>24.0%</b>  |                                     | <b>\$123,056</b>  | <b>20.2%</b>  |
| <b>Vacant</b>                  |                   |               |               |                                |               |                        |               |                                     |                   |               |
| Vacant Residential             | 437               | 1.9%          |               | 437                            |               | 904,299                | 0.8%          |                                     | \$12,220          | 2.0%          |
| Vacant Commercial              | 66                | 0.3%          |               |                                |               | 1,071,164              | 1.0%          |                                     | \$9,132           | 1.5%          |
| Vacant Industrial              | 31                | 0.1%          |               |                                |               | 96,185                 |               |                                     | \$960             |               |
| Vacant Institutional           | 7                 | 0.0%          |               |                                |               | 291,715                |               |                                     | \$366             |               |
| <b>Subtotal Vacant</b>         | <b>541</b>        | <b>2.3%</b>   |               |                                |               | <b>2,363,363</b>       | <b>2.1%</b>   |                                     | <b>\$22,678</b>   | <b>3.7%</b>   |
| <b>Total Unincorporated</b>    | <b>23,568</b>     | <b>100.0%</b> |               | <b>23,495</b>                  |               | <b>110,416,374</b>     | <b>100.0%</b> |                                     | <b>\$610,374</b>  | <b>100.0%</b> |
| <b>Total Developed</b>         | <b>23,027</b>     |               |               | <b>23,495</b>                  |               | <b>108,053,011</b>     |               |                                     |                   |               |

The table also identifies the stormwater utility revenue from the USA, about 65.6 percent of the total revenue.

EXHIBIT A



## Section 4

# Rate Structure Analysis

As part of this assessment of the Leon County Stormwater Utility, a number of potential rate structures were considered. For this section, the rate structure options are considered independent from the fee. In the next section, the annual fee is varied to consider the current stormwater utility fund subsidy.

### 4.1 Purpose

In the previous section, information related to the potential customers within the unincorporated County was gathered including number of parcels, number of dwelling units, and impervious areas for various different parcel types. These data were collected to develop a rate model for the stormwater assessment, which is intended to estimate the potential rates and revenues depending on rate structure options. Also, to consider the potential rates for differing rates in the USA, a rate model was prepared for just the parcels in the USA.

### 4.2 Rate Model

The rate model for the County is a series of worksheets within spreadsheets that provide the following:

- A ten-year estimate of program costs for Management, Compliance and Implementation, Operation and Maintenance (O&M); and Capital Improvement Program (CIP). The CIP costs are separated so that a Pay-As-You-Go funding can be compared to a bonded program. Costs are assumed to increase at 2% per year while revenue (i.e., number of SFU's) is assumed to increase at 1% per year.
- An ad valorem tax worksheet estimates the ad valorem tax rate (millage or \$ per \$1000) that would generate an equivalent total program. In this spreadsheet, the millage needed to generate a specified revenue need can be estimated as well as to estimate the revenue for a given tax rate.
- An options worksheet allows the user to identify whether or not a rate structure option is to be simulated. Options include single family unit equivalence or residential equivalence; billing unit based on single family units only or all residential units; potential credits and the amount of credits (percent reduction in fee); various adjustments that might be offered; and tiered non-single family residential rates. This spreadsheet also accumulates the number of extra staff needed to administer the rate structure options.
- A worksheet showing the resultant annual revenue from the options selected for rates in \$5 increments from \$10 per year per SFU to \$100 per year per SFU.
- A worksheet with a 10-year projection of rates and program needs is provided with the ability to test the effect of a pay-as-you-go CIP program compared to a bonded program with annual debt service. For the 10-year bonded CIP, two bonds are simulated for each of the 5 years (20-year repayment, 7 percent loan rate, 25 percent coverage and 12 percent financing costs).

EXHIBIT A



Section 4 • Rate Structure Analysis

- A worksheet with the highest 25 parcels based on the 2012 Assessment record and the effects the chosen rate structure options may have on their assessment.
- The final worksheet in the file is the summary of data used for the other worksheets. This table is shown in Table 4-1 for the data from this study.

**Table 4-1 Leon County, Florida Stormwater Utility Update  
Summary of Parcel Data (October 2012)**

| Parcel Type                    | No. of Parcels | No. of Dwelling Units | 2012 Imperv. Area (sq ft) | 2012 Total Parcel Area (sq ft) | Imperv./ DU or Parcel | Billing Unit Equivalent | SFUs Based on Equivalent | SFUs for Subsidy | % Affected by Credits (Estimated) | Fraction of SFUs | Total SFUs with Options |
|--------------------------------|----------------|-----------------------|---------------------------|--------------------------------|-----------------------|-------------------------|--------------------------|------------------|-----------------------------------|------------------|-------------------------|
| <b>Residential(1)</b>          |                |                       |                           |                                |                       |                         |                          |                  |                                   |                  |                         |
| Single Family - Small          | 2,426          | 2,426                 | 2,861,836                 |                                | 1,055                 |                         | 2,426                    |                  | 5%                                | 100%             | 2,426                   |
| Single Family - Medium         | 19,412         | 19,412                | 60,546,853                |                                | 3,272                 |                         | 19,412                   |                  | 5%                                | 100%             | 18,733                  |
| Single Family - Large          | 1,547          | 1,547                 | 22,686,379                |                                | 9,115                 |                         | 1,547                    |                  | 5%                                | 100%             | 1,547                   |
| Single Family - Very Large     | 880            | 880                   | 11,707,829                |                                | 13,304                | 3,272                   | 880                      |                  | 5%                                | 100%             | 880                     |
| Single Family w/>1 SFU         | 769            | 1,900                 | 4,900,177                 |                                | 2,610                 |                         | 1,900                    |                  | 5%                                | 100%             | 1,900                   |
| Multifamily (2)                | 267            | 1,001                 | 2,143,522                 |                                | 2,141                 |                         | 1,001                    |                  | 5%                                | 100%             | 1,001                   |
| Mobile Home                    | 6,103          | 6,743                 | 13,894,287                |                                | 2,061                 |                         | 6,743                    |                  | 5%                                | 100%             | 6,743                   |
| Misc. Residential              | 204            | 204                   | 508,874                   |                                | 2,494                 |                         | 204                      |                  | 5%                                | 100%             | 204                     |
| Single Family w/Exemption      | 2,865          | 2,865                 | 9,374,280                 |                                | 3,272                 |                         | 2,865                    |                  | 5%                                | 100%             | 2,865                   |
| <b>Subtotal Residential</b>    | <b>34,473</b>  | <b>36,978</b>         | <b>128,624,037</b>        |                                | <b>3,482</b>          |                         | <b>36,978</b>            |                  |                                   |                  | <b>36,978</b>           |
| <b>Nonresidential</b>          |                |                       |                           |                                |                       |                         |                          |                  |                                   |                  |                         |
| Commercial                     | 477            |                       | 15,650,717                |                                | 32,828                | 3,272                   | 4,786                    |                  | 5%                                |                  | 4,786                   |
| Industrial                     | 253            |                       | 7,876,516                 |                                | 31,132                | 3,272                   | 2,407                    |                  | 5%                                |                  | 2,407                   |
| Agricultural                   | 1              |                       | 61,734                    |                                | 61,734                | 3,272                   | 19                       |                  | 5%                                |                  | 19                      |
| Institutional w/o Churches     | 50             |                       | 1,748,510                 |                                | 34,970                | 3,272                   | 534                      |                  | 5%                                |                  | 516                     |
| Churches                       | 138            |                       | 2,736,354                 |                                | 19,829                | 3,272                   | 836                      | 836              | 5%                                |                  | 836                     |
| Governmental w/o Schools       | 25             |                       | 1,738,624                 |                                | 69,545                | 3,272                   | 531                      | 531              | 5%                                |                  | 531                     |
| City/County                    | 45             |                       | 1,224,439                 |                                | 27,210                | 3,272                   | 374                      | 374              | 5%                                |                  | 374                     |
| Schools                        | 9              |                       | 2,491,003                 |                                | 276,778               | 3,272                   | 761                      | 761              | 5%                                |                  | 761                     |
| Miscellaneous                  | 80             |                       | 750,427                   |                                | 9,380                 | 3,272                   | 229                      |                  | 5%                                |                  | 229                     |
| <b>Subtotal Nonresidential</b> | <b>1,078</b>   |                       | <b>34,286,393</b>         |                                | <b>31,806</b>         |                         | <b>10,479</b>            | <b>2,503</b>     |                                   |                  | <b>10,479</b>           |
| <b>Vacant</b>                  |                |                       |                           |                                |                       |                         |                          |                  |                                   |                  |                         |
| Vacant Residential             | 1,171          | 1,275                 | 3,634,878                 |                                |                       | 3,272                   | 1,111                    | 1,111            | 5%                                |                  | 1,111                   |
| Vacant Commercial              | 72             |                       | 1,200,027                 |                                |                       | 3,272                   | 367                      | 367              | 5%                                |                  | 367                     |
| Vacant Industrial              | 33             |                       | 119,907                   |                                |                       | 3,272                   | 37                       | 37               | 5%                                |                  | 37                      |
| Vacant Institutional           | 13             |                       | 360,612                   |                                |                       | 3,272                   | 110                      | 110              | 5%                                |                  | 110                     |
| <b>Subtotal Vacant</b>         | <b>1,289</b>   | <b>1,275</b>          | <b>5,315,424</b>          |                                |                       |                         |                          |                  |                                   |                  | <b>1,568</b>            |
| <b>Total Developed</b>         | <b>35,551</b>  | <b>36,978</b>         | <b>162,910,430</b>        |                                |                       |                         | <b>47,457</b>            | <b>4,128</b>     |                                   |                  | <b>47,457</b>           |
| <b>Total Parcels</b>           | <b>36,840</b>  | <b>38,253</b>         | <b>168,225,854</b>        |                                |                       |                         |                          |                  |                                   |                  | <b>49,081</b>           |

Note:

- (1) Small SF is 10<sup>th</sup> percentile and below; Large is 90<sup>th</sup> percentile and above. Very large is greater than 10,000 square feet.
- (2) Multifamily includes parcels with DOR Codes 03 and 08.
- (3) For Residential, column represents impervious per Dwelling Unit.  
For Nonresidential, column represents impervious per Parcel.

| Type           | SFUs   | %     |
|----------------|--------|-------|
| Residential    | 38,089 | 77.6% |
| Nonresidential | 10,992 | 22.4% |

EXHIBIT A



It should be noted that for the rate model, single family parcels were split into tiers based on impervious areas. Separately, parcels owned by disabled veterans or low income exemptions were quantified for credit calculations. It was assumed that all of these parcels came from the Single Family - Medium category and were moved to a separate category called "Single Family w/ Exemption" solely to consider the effects of rate structure options on this category. Also, the average impervious area per dwelling unit for Single Family - Small and Single Family - Large were based on the 20<sup>th</sup> and 80<sup>th</sup> percentile, respectively. Also, the parcel database included single family parcels (DOR Code 01) with more than one dwelling unit (usually a home with one or more mobile home). These parcels were separated in Table 4-1.

A snapshot of each of the worksheets (tabs in an Excel file) is provided in the Appendix.

### 4.3 Stormwater Program Needs

**Table 4-2 Leon County, Florida Stormwater Utility Update  
Summary of FY13 Program Costs**

| Program Element             | Future Budget | % of Total |
|-----------------------------|---------------|------------|
| Engineering & Permitting    | \$1,350,000   | 26.2%      |
| Operations & Maintenance    | \$1,800,000   | 35.0%      |
| Capital Improvement Program | \$2,000,000   | 38.8%      |
| Total                       | \$5,150,000   | 100.0%     |

With the help of County staff, the program costs for the County were estimated and projected for potential future levels of service scenarios. Table 4-2 provides a summary of the existing stormwater

program needs for the management and O&M costs for the County. The costs were separated in this fashion to allow various revenue sources to pay for various components of the program. In the lower part of the table, as an alternative, an additional \$2 million has been included at the request of the County staff to consider the funding of capital projects independent of the general fund, grants or sales taxes.

### 4.4 Rate Structure Alternatives – Unincorporated County

As noted previously, most of the stormwater utilities in the United States are based on the impervious area of the customer's property. Actually, the majority of stormwater utilities have a uniform rate for all residential and nonresidential parcels, with the residential customer's fee based on the number of dwelling units and the nonresidential customer's fee based on the impervious area. The purpose of this section is to discuss the alternatives for the stormwater utility rate structure. Alternatives include uniform and variable rates for both residential and non-residential customers, exemptions, and credits.

To compare the fiscal consequences of each alternative considered, the option was compared to the results for the existing rate structure. This structure includes 1 billing unit (known as an SFU, see below) for each dwelling unit associated with residential parcels and a calculated number of billing units for non-residential parcels based on their respective impervious areas. Using the current rate structure, the estimated number of billing units (or SFUs) is 49,081 based on an updated average single family unit impervious area (see below).

## EXHIBIT A



#### 4.4.1 Equivalent Units

In order to provide an equitable measure of impervious areas for both residential and non-residential developed parcels, stormwater utilities have used an equivalent or base unit to measure the impervious areas by a uniform basis. Similar to other types of utilities, the equivalent unit for a stormwater utility is the relative amount of contribution of a fee payer compared to a residential unit. In other words, the residential unit is the base for the utility fee.

Two methods of defining the equivalent or base unit have been employed in Florida. The first is named the Single Family Unit Equivalent, or SFU. As expected by the name, a SFU is defined as the average or median impervious area for single family detached residences within the county. The current value used as the SFU is 2,723 square feet, based on an analysis completed prior to the adoption of the original ordinance in 1991. From the recent information obtained from the County, this method results in a median value of 3,272 square feet for the County. The second method, known as Equivalent Residential Unit or ERU, is based upon the average or median impervious area for all residential unit types including single family, multifamily, apartments and mobile homes. For Leon County, the average impervious area for all residential parcels is 3,553 sq. feet, not significantly different than the SFU value (9 percent increase).

From the rate model, the number of SFUs is 49,081 billing units, while, for the ERU method, there are 48,420 billing units (a 1.3 percent decrease). The difference is because, while the residential SFUs stay the same, the nonresidential billing units are based on a slightly larger denominator.

It should be emphasized that the choice of the SFU or ERU base is subject to the policy decisions of the County and that different communities around the U.S. have chosen differently. In Florida, the 2011 FSA Survey, within which all 10 counties were respondents, reports that 50 percent of the 10 counties with assessments or fees use the SFU base and 30 percent use the ERU base (20 percent use some other equivalent). For all cities and counties (81 respondents), 61 percent use the SFU, 30 percent use the ERU and 9 percent use another method. In the case of Leon County, 73.4 percent of the dwelling units are single family which leads to the result that an SFU Equivalent seems appropriate.

#### 4.4.2 Uniform or Tiered Residential Rates

Many utilities have the residential customer pay in relation to the number of dwelling units for the customer. A single family unit is assigned 1 SFU and a duplex is assigned 2 SFUs, for example. In Florida, 70 percent of counties use this method. Two other options are possible: variable single family rates and uniform rates by residential type. Each of these is considered below.

**Tiered Single Family Rates.** For this alternative, single family (and for that matter all residential customers) would be assigned a fee based on the impervious area of their property in the same manner as the nonresidential properties. The purpose of this would be to have a fee directly related to amount of impervious area on each customer's property. Most stormwater assessment datasets do not have the impervious area readily available – the Leon County GIS does. That is, using the footprint plus appurtenances and some extra features, a value for impervious area for single family can be defined. The driveway is excluded but can be added as a unit average number. Therefore, impervious area data for each single family parcel is not a significant limitation in the County.

There are some stormwater utilities that have a tiered structure for single family units to recognize that some single family properties are very small and some are extremely large. If each is assigned a fee based on 1 SFU, then the small properties may appear to pay too much and the large properties appear to pay too little. Previous studies in the US have shown that when the ratio of the 90<sup>th</sup>

EXHIBIT A



percentile to the 10<sup>th</sup> percentile is greater than 2.5, a tiered structure can be justified. In the case of Leon County, the ratio of the 90<sup>th</sup> percentile and 10<sup>th</sup> percentile is 4.05, a value which suggests a tiered methodology.

**Table 4-3 Leon County, Florida Stormwater Utility Update  
Potential Tiered Single Family Rate Structure**

| Category                              | Minimum Impervious Area (sq ft) | Maximum Impervious Area (sq ft) | No. of Parcels | Total Impervious Area (sq ft) |
|---------------------------------------|---------------------------------|---------------------------------|----------------|-------------------------------|
| Small                                 | 0                               | 1,629                           | 2,426          | 2,861,836                     |
| Medium                                | 1,629                           | 7,096                           | 19,412         | 60,546,853                    |
| Potential Special Adjustment - Medium | 1,629                           | 7,096                           | 2,865          | 9,274,280                     |
| Large                                 | 7,097                           | 9,999                           | 1,547          | 22,686,379                    |
| Very Large                            | 10,000                          | 53,930                          | 880            | 11,707,829                    |
| Total                                 |                                 |                                 | 27,130         | 107,177,177                   |

To use a tiered structure, the impervious area of every single family unit would be needed. A possible structure is shown below based on the median, Small (10<sup>th</sup> percentile) and Large (90<sup>th</sup> percentile) values of the measured properties. The Very Large Single Family parcels are those with impervious areas equal to or

greater than 10,000 square feet. The SFUs for the each tier is the midpoint impervious area in the range divided by the median value (3,246 square feet), and the SFUs for the large tier is recommended to be based on impervious area divided by the median value, in the same manner as is non-residential parcels. Also, because many of the public tend to believe that very large home need to pay more, homes greater than 10,000 square feet can be billed as a commercial property is (i.e., based on impervious area). **Table 4-3** shows a potential tiered structure using the 10<sup>th</sup> and 90<sup>th</sup> percentile values. It should be noted that the Disabled Veterans or Low Income Senior SF that may receive a special adjustment (see below) were assumed to be within the Medium Category.

If a tiered structure with Small, Medium and Large SF parcels is used, there would a 5.5 percent increase in revenue as the large single family parcels generally generate revenue to compensate for the small ones. If the very large single family tier is considered, additional SFUs are generated (an 8.5 percent increase in revenue).

Table 4-1 summarizes the information for SF (single-family) parcels with either a disabled veterans or senior low income credits. The rate model simulated the revenue consequences if such parcels had reduced fees. While the rate model can be modified for various percentages, for the rate structure analysis, a reduction of 50 percent (that is, the parcels are assigned 50 percent of the other SF fees) was used. Since parcels cannot be exempted from a non-ad valorem assessment other than provided in state law, these fees can only be offset by a credit from the County through another revenue source such as the General Revenue. The overall rate would stay the same for all other parcels and the credited SF parcels would be funded by a subsidy based on 1,432 SFUs times the chosen rate.

**Non-Single Family Residential Fees Based on Impervious Areas.** As an alternative to the non-SF residential parcels which in this report refers to Multifamily, Mobile Homes and Miscellaneous Residential to be based on dwelling unit (the most administratively simple alternative), the non-SF residential parcels may be addressed in the same manner as the nonresidential; that is, tiered based on total impervious area. According to the parcel dataset summarized in Table 4-1, there are estimated to be 7,948 non-SF dwelling units in the unincorporated County (22% of the total residential dwelling units) excluding Single Family with more than 1 dwelling unit. Using the average impervious areas for each non-SF type, the ratio to that for Single Family is as follows:

EXHIBIT A



**Table 4-4 Leon County, Florida Stormwater Utility Update  
Potential Tiered Residential Rates**

| Average Residential Type | Percent of Impervious | SFU's Single Family | Per DU |
|--------------------------|-----------------------|---------------------|--------|
| Single Family            | 3,272                 | 100%                | 1.0*   |
| Single Family w/>1 DU    | 2,610                 | 80%                 | 1.0*   |
| Multifamily              | 2,141                 | 65%                 | 0.7    |
| Mobile Homes             | 2,061                 | 63%                 | 0.6    |
| Misc. Residential        | 2,494                 | 76%                 | 0.8    |

\*Note: this can be 1 SFU per unit or tiered.

For this option, Single Family would be assigned 1 SFU or based on a tiered structure and other non-SF parcels would be assigned less than one SFU per DU. For example, a multifamily parcel with 10 dwelling units would be assigned 10 times 0.7 or 7 SFU's.

According to the FSA 2011 Survey, 70 percent of the counties and 58 percent of all SWU in Florida have a rate structure with multifamily customers assigned the same number of billing units as the single family customers (i.e., 1 SFU per dwelling unit).

**4.4.3 Nonresidential Rates**

Nonresidential customer rates for adopted stormwater utilities in the United States are almost always related to the impervious area of the property. For most utilities, the actual impervious area is measured or inferred for each nonresidential parcel, and the ERU assignment is the parcel's impervious area divided by the residential equivalent. An alternative to this is to assign nonresidential property types a percent imperviousness based on literature values or a statistically measured sample of imperviousness. However, in the case of the County, all of the non-residential parcels have impervious area measured and these data are already part of the assessment database; therefore, other less accurate rate structures (e.g., percent imperviousness assigned) are not supported.

The FSA 2011 Survey shows that 83 percent of the respondents use an impervious area for fee setting, 7 percent use pervious and impervious area, and 10 percent use other methods (such as intensity of development). For counties, 60 percent use impervious area, 20 percent use the gross area, and 20 percent use either intensity of development or other methods

**4.4.4 Adjustments and Credits**

Exemptions and credits are related to a reduction in the fee for a customer due to a reduction of the services provided to the customer. For an exemption, all or some of the fee is eliminated because of special circumstances, such as a reduction in imperviousness due to a portion of the property not draining to the County's stormwater system. A credit on the other hand is related to the reduction in fees due to special action taken by the fee payer to reduce the need for stormwater services such as the design, construction and maintenance of a stormwater pond that reduces both stormwater flows and pollutants associated with runoff. In both cases, however, the amount of the reduction can depend on the services being provided the customer.

As noted in Section 2, the three basic services of any stormwater program are Engineering & Permitting which includes NPDES compliance, operation and maintenance (O&M), and capital improvements (CIP). For a total LOS C recommended program costing \$5,150,000 annually (see Table 4-2), the portions of each component are as follows:



EXHIBIT A



| <u>Program Component</u>    | <u>Cost</u> | <u>Percent</u> |
|-----------------------------|-------------|----------------|
| Engineering & Permitting    | \$1,350,000 | 26.2%          |
| Operation & Maintenance     | \$1,800,000 | 35.0%          |
| Capital Improvement Program | \$2,000,000 | 38.8%          |

The Engineering & Permitting costs for any particular customer would be the same regardless of the presence of private BMPs on the property because these costs relate to general services received by all; thus for an example, the maximum potential credit allowed could be about 73.8 percent (the sum of percentages for O&M and CIP). For this program, this value has been rounded up to 75 percent. If a customer has a stormwater facility that reduces the runoff and treats stormwater pollutants, the O&M and CIP services provided by the County would be reduced. For this reason, the amount of the reduction for credits should be related to the reduced services provided to the property based on 75 percent for the stormwater utility fee.

**Adjustment Based on Control of Stormwater Volume**

One of the adjustments that can be considered is related to the reduction of stormwater runoff to the County's stormwater system. For many stormwater utilities, the only circumstance in which a reduction is meaningful to the overall stormwater system is for the 100-year storm event, a major stormwater quantity level of service measure. The control of stormwater for the 100-year storm event can be accomplished for two characteristics of the event: rate and volume. Rate control allows the total amount of runoff to be discharged to the stormwater system over a prolonged period of time, but does not decrease the volume of runoff. Volume control reduces the total amount of runoff ultimately discharged to the stormwater system.

For the utilities with an adjustment for volume controls, many are related to the 100-year storm event. Control of the volume for a 100-year storm event would be a significant and measurable reduction in the O&M and CIP services provided to a property. As a result, an adjustment based on the control of the 100-year storm volume can be assigned an adjustment for the O&M and CIP portion of the fee, which represents 75 percent for the utility.

It should be noted that these adjustments are related to specific characteristics of the customer's property. An adjustment for the control of the 100-year storm event and the discharge of property runoff to non-municipal stormwater systems requires site specific information. If adjustments for these conditions are allowed by the County, then the customer must petition the County by providing parcel specific, competent and substantial evidence such as photographs or engineering drawings.

**Adjustments for Stormwater Facilities Without Volume Controls**

These adjustments are for customers who, except for mitigating circumstances, would have to pay the whole fee. Mitigating circumstances include onsite stormwater facilities that attenuate and treat stormwater runoff. For example, compare three properties: one built with no detention ponds, one built with a detention pond that is not maintained, and the last with a maintained pond. In the first case, stormwater runs off the land uncontrolled and untreated to the County's stormwater system. In the second, while the runoff was originally controlled, due to lack of maintenance, runoff is no longer controlled and is no better than the first case. In the last example, runoff is controlled and treated, thereby reducing the burden on the County's system. Of these three cases, the third clearly has reduced the services that the County needs to provide and deserves a reduction in fee (credit).

## EXHIBIT A



There are a number of methods used to adjust the fees for credits. The most common methods include a percentage reduction and relative reduction. In the percentage reduction, if the customer designs, builds and maintains an on-site stormwater facility, then a straight percentage reduction on the fee based on the O&M and CIP budget components of the revenue needs. For the second, the reduction is relative to an ideal stormwater facility. For example, assuming that to treat stormwater runoff, a property needs 0.1 acre-feet (ac-ft) of storage for every acre of impervious land. The ideal with this assumption for a 10-acre site with 50 percent imperviousness would be 0.5 ac-ft of storage. If this parcel constructs a pond with 0.5 ac-ft, then the site gets the maximum credit. If the actual pond is smaller, then the credit is relative to the ratio of the actual size and the ideal. Clearly, the first method is easier to administer but the second is more site-specific.

Either of the credit methods can be administered by County staff. However, to keep the program simple initially, the percentage reduction should be allowed if credits are authorized. Also, it is important that facilities are maintained annually to retain the credit. Therefore, the credit should require annual certification of maintenance via competent and substantial evidence and should be checked periodically by County staff through random and unannounced site inspection. Furthermore, since the County wishes to encourage the construction and maintenance of private stormwater ponds according to County standards, the 75 percent credit for detention ponds should be allowed only if the pond meets current County code.

A second type of adjustment for stormwater treatment would be for an incentive to reduce stormwater runoff and treat stormwater on site. For example, if a property owner uses Low Intensity Development (LID) techniques (e.g., Directly Connected Impervious Area or DCIA reduction, vegetative buffers, rain gardens, cisterns, etc.) both the runoff volume and the runoff pollutants are reduced, decreasing the effort required by the County to deal with the volume and pollutants. Since on-site stormwater facilities and LID techniques reduce the capital needs of the County, the adjustment should be no more than 33 percent of the separate utility fee. The County is in the process of developing specific LID protocols and methods; it is recommended that this credit should be re-evaluated as part of the rate structure after a standard protocol has been approved.

## 4.5 Consequences of Rate Structure Options

Using the rate model, the number of billing units (a.k.a., SFU) changes depending on the rate structure options chosen. **Table 4-5** provides the revenue consequences for each of the general rate structure options in comparison to the existing rate structure (i.e., single family-defined billing unit, 1 billing unit defined for each dwelling unit for all residential parcels, and 1 SFU defined for each 3,272 square feet of impervious area on nonresidential parcels). Each of the options is compared to the SFUs for the existing rate structure.

EXHIBIT A



**Table 4-5 Leon County, Florida Stormwater Utility Update  
Summary of Consequences for Rate Structure Options**

| Option                                | Total SFU | % Change in SFU from Current |
|---------------------------------------|-----------|------------------------------|
| Current Rate Structure                | 49,081    |                              |
| ERU Based Fee                         | 48,420    | 1.4%                         |
| Tiered Single Family                  | 51,772    | -5.2%                        |
| Tiered Single Family w/Large SF Extra | 53,223    | -7.8%                        |
| Variable Non-Single Family            | 45,663    | 7.5%                         |
| Credit for Pond at 75%                | 47,348    | 3.7%                         |
| Vacant Parcel is Excluded             | 47,457    | 3.4%                         |
| Disabled Vets & Low Income Senior     | 48,365    | -2.9%                        |

Most alternative rate structure options increase the fee required to fund the existing program from 1 to 7 percent. The Tiered Single Family alternative slightly decreases the rate and the Tiered Single Family with Extra Large Single Family treated like nonresidential parcels would decrease the fee by almost 7 percent. Also, for the Disabled Veterans and Low Income

Senior parcels, a 50 percent reduction in fee would slightly decrease the number of SFUs.

### 4.6 Urban Services Area Options

During the consideration of the level of service (LOS) for stormwater services, the LOS for properties within the USA and that for properties outside of the USA was considered. Based on discussions with the County staff, it was concluded that the LOS inside and outside the USA were the same for Engineering & Permitting and CIP activities. However, the LOS for O&M services may be less for properties outside of the USA. As noted in Table 4-2, the total existing O&M program costs \$1,800,000. According to County staff, 67 percent of the stormwater facilities are in the USA; assuming the O&M is consistent with the percent of facilities then the O&M costs in the USA are \$1,206,000 and outside the USA the costs are \$594,000. **Table 4-6** below results from using the parcel data from Section 3 (the distribution of SFUs is based on the ratio of total revenues from Tables 3-1 and 3-2).

In this example, while the revenue requirements for the non-USA areas are smaller than for the USA, there are fewer SFU in the non-USA area. This results in a slightly larger fee in the USA area.

**Table 4-6 Leon County, Florida Stormwater Utility Update  
O&M Rate for USA and Non-USA Areas**

| Area             | Total SFU | Total Revenue Need | Resultant O&M Fee (\$/year/SFU) |
|------------------|-----------|--------------------|---------------------------------|
| USA Parcels      | 32,303    | \$1,206,000        | \$39.30                         |
| Non-USA Parcels. | 16,778    | \$594,000          | \$37.27                         |

EXHIBIT A



## Section 5

### Rate Alternatives

As noted in the level of service (LOS) analysis, the County is subsidizing the stormwater management program each year using general fund revenues. According to County records, the actual subsidy for FY11 was approximately \$1.891 million; the subsidy budget for FY12 was \$2.619 million; projected subsidy budget for FY13 was \$2.985 million. These represent a 38 percent and 14 percent increase over these years.

The purpose of this Section is to show the fiscal and rate consequences to fund the stormwater program (or at least, components of it) over the next 10 years. As noted previously, the County is interested in considering the rate needed to fund the Engineering & Permitting, O&M and CIP programs at levels of \$1.35 million, \$1.8 million and \$2.0 million, respectively, totaling \$5.15 million. One option to fund this program is to authorize a sufficient rate in the first year. Another option is to amortize the rate over a period of 5 years. In either case, the subsidy would be eliminated.

### Rate Model

For the purposes of this analysis, the following rate structure options have been included in the model to consider the rates needed to fund the program defined above:

- Single Family Unit equivalent (SFU);
- Tiered Non-Single Family Residential;
- "Vacant" parcels with impervious area included;
- Disabled Veterans and Low Income Senior Adjustment of 50 percent; and,
- Credits for Stormwater Facilities (75 percent reduction).

For this rate structure, the estimated number of SFU's is 42,686.

### Rate Scenario Results

Based on the number of SFU's, to generate \$5.15 million, the fee would be estimated to be \$140 per SFU per year assuming a 95 collection. If the reduction in fee is offered for Disabled Veterans and Low Income Senior exemptions, the General Fund subsidy required would be \$200,480 (1,432 SFUs times \$140).

To fund the \$5.15 million in 5 years accounting for a 95 percent collection, the fee would start out at \$44 per year per SFU, and increase by \$24 per year per SFU for each of the next 4 years. After 5 years, the ultimate rate would be about \$140 per year per SFU. The rates vary with time since the rate model includes an increase of 1 percent per year in the number of SFU's and a 2 percent increase per year in costs.

EXHIBIT A



A summary of the rate options is provided in Table 5-1 and Table 5-2.

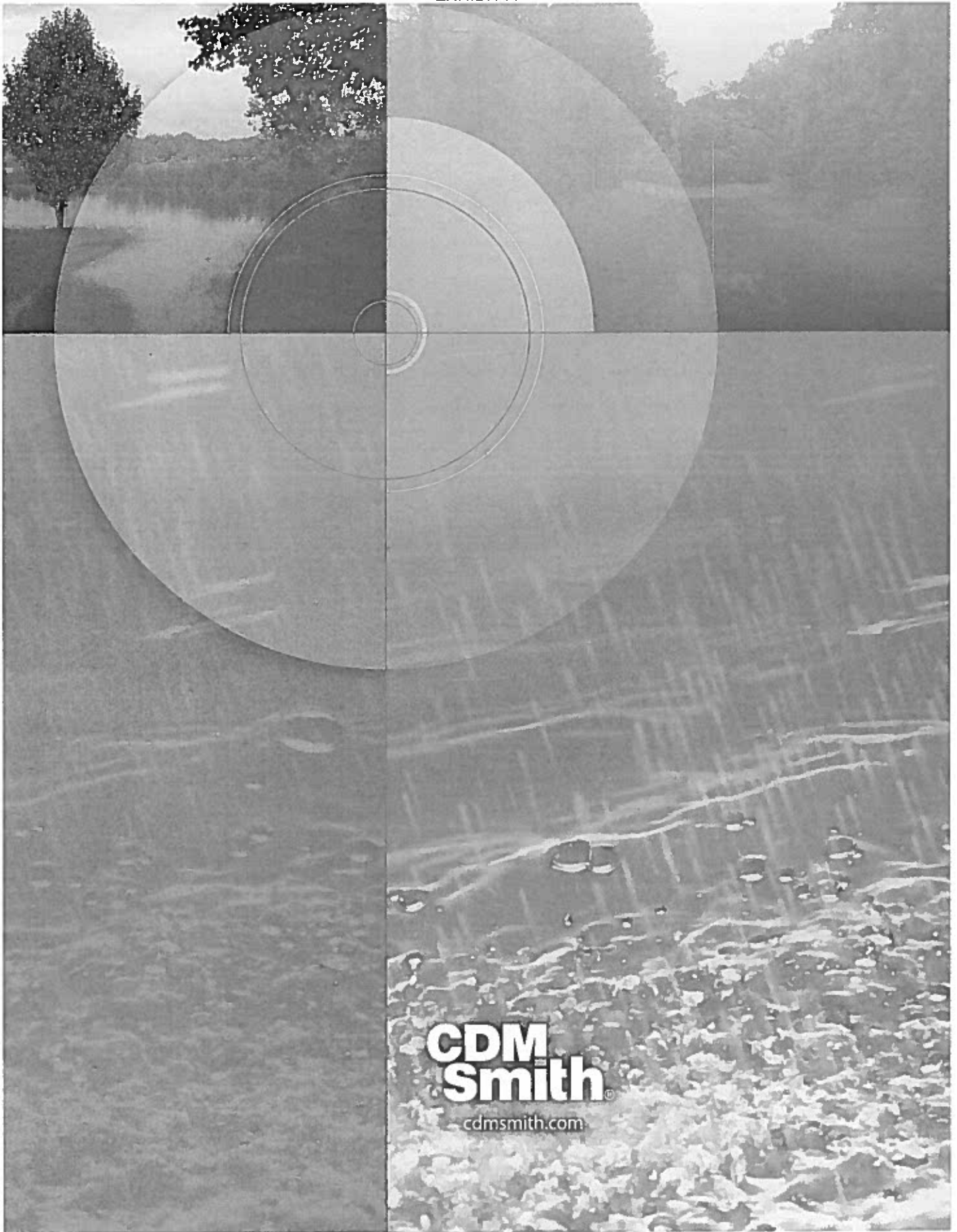
**Table 5-1 Leon County, Florida Stormwater Utility Update Study  
Rate Alternatives to Fund \$3.15 Million Annually**

| Year | Revenue     | Rate    |
|------|-------------|---------|
| FY13 | \$1,336,310 | \$33.33 |
| FY14 | \$1,881,363 | \$46.00 |
| FY15 | \$2,437,183 | \$59.00 |
| FY16 | \$3,003,931 | \$72.00 |
| FY17 | \$3,581,770 | \$85.00 |
| FY18 | \$3,617,588 | \$85.00 |
| FY19 | \$3,653,764 | \$85.00 |
| FY20 | \$3,690,302 | \$85.00 |
| FY21 | \$3,727,205 | \$85.00 |
| FY22 | \$3,764,477 | \$85.00 |

**Table 5-2 Leon County, Florida Stormwater Utility Update Study  
Rate Alternatives to Fund \$5.15 Million Annually**

| Year | Revenue     | Rate     |
|------|-------------|----------|
| FY13 | \$1,781,747 | \$44.00  |
| FY14 | \$2,781,145 | \$68.00  |
| FY15 | \$3,800,353 | \$92.00  |
| FY16 | \$4,839,666 | \$116.00 |
| FY17 | \$5,899,386 | \$140.00 |
| FY18 | \$5,958,380 | \$140.00 |
| FY19 | \$6,017,964 | \$140.00 |
| FY20 | \$6,078,144 | \$140.00 |
| FY21 | \$6,138,925 | \$140.00 |
| FY22 | \$6,200,314 | \$140.00 |

EXHIBIT A



**CDM  
Smith**  
cdmsmith.com

**EXHIBIT B**  
**RATE SCHEDULE**

| <b>Property Use Category</b>   | <b>Unit of Measurement Applied</b>  | <b>Assessment Rate</b> |
|--|---|------------------------|
| Residential  | Single Family Unit  | \$85                   |
| Residential  | Single Family-Multi Dwellings/Other   | \$68                   |
| Residential  | Multi Family Structures   | \$60                   |
| Residential  | Mobile Homes  | \$51                   |
| Non-Residential  | Total Square Feet of Impervious Area<br>Divided by 3,272 Sq. Ft. (Single Family Unit<br>Equivalent) | \$85                   |
| <p>A Single Family Unit Equivalent, or SFU is defined as the average or median impervious area for single family detached residences within Leon County. From the most recent statistical data obtained, this method results in a median value of 3,272 square feet for Leon County. Therefore, one SFU equals 3,272 Sq. Ft.</p> |   |                        |

**EXHIBIT 2**

**STORMWATER MANAGEMENT SERVICES AND FACILITIES  
NON-AD VALOREM ASSESSMENT ROLL**

Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but is available for public inspection at <https://leoncountyfl.gov/specialassessment> and in the office of the County Administrator. Anyone needing assistance may contact the office of the County Administrator at (850) 606-5300. The assessment roll will be attached hereto upon adoption.





## CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon County Board of County Comm'rs, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9 day of July, 2024 year.

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government  
  
\_\_\_\_\_  
Leon County, Florida

## NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, July 9, 2024, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a stormwater management services and facilities non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida. The purpose of the assessment is to equitably recover costs incurred for providing and funding County stormwater management services and facilities, including, but not limited to, flood prevention and response; construction of stormwater treatment facilities; stormwater pond maintenance; and water quality monitoring, to benefit improved parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

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](http://www.LeonCountyFL.gov)).

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, July 8, 2024. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

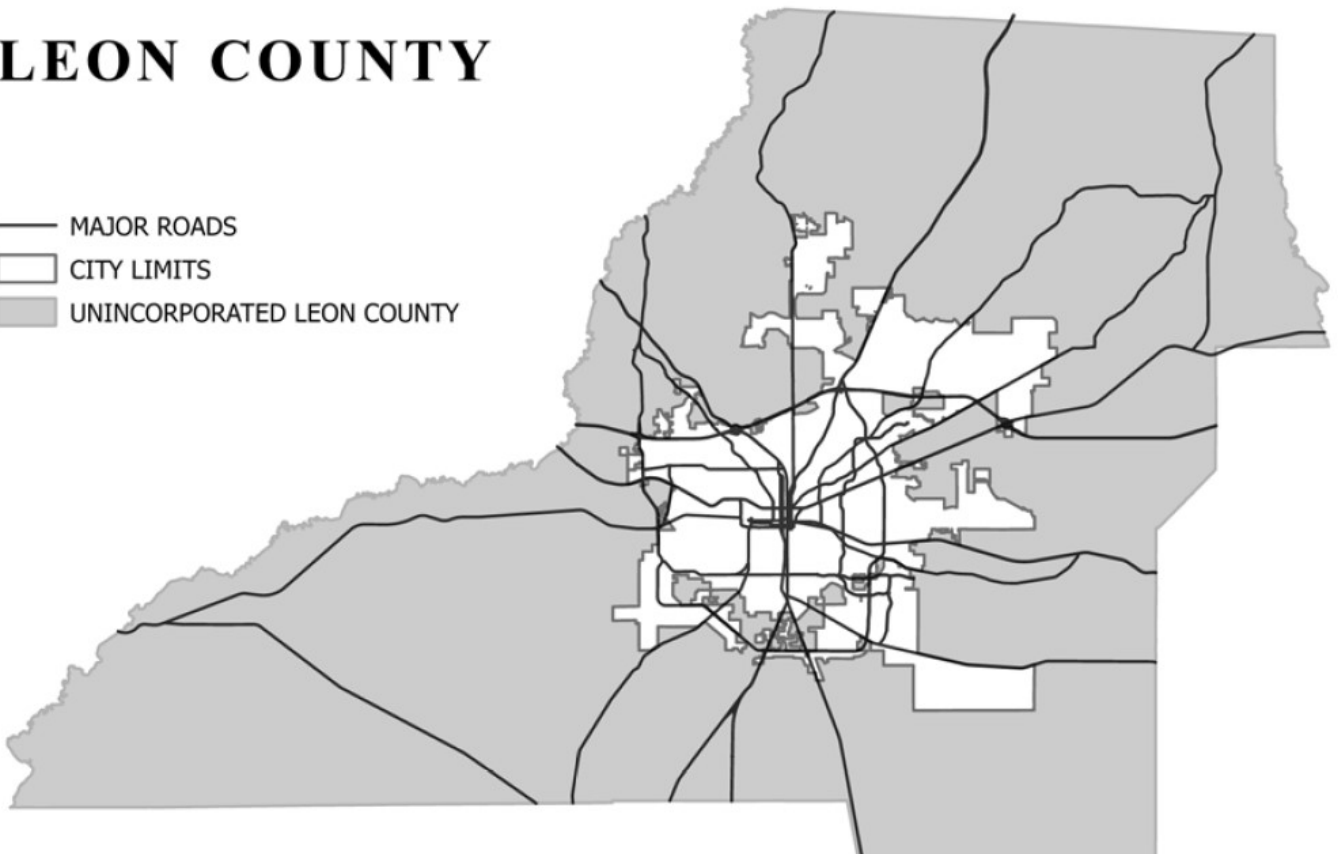
Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: June 14, 2024

### LEON COUNTY

- MAJOR ROADS
- CITY LIMITS
- UNINCORPORATED LEON COUNTY



**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #23**

# Leon County Board of County Commissioners

## Agenda Item #23

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector

---

---

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Roshanda Bradley, Director, Office of Management & Budget |
| <b>Lead Staff/ Project Team:</b>    | Brandy Furbee, Manager, Office of Management & Budget<br>Amy McClure, Management and Budget Analyst     |

### **Statement of Issue:**

As required by Florida Statutes, this public hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Solid Waste Disposal Services.

### **Fiscal Impact:**

This item has a fiscal impact. The FY 2025 budget includes the non-ad valorem special assessment generating \$1,668,432.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and approve the Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).

Title: First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 2

---

## **Report and Discussion**

### **Background:**

As required by Florida Statutes, this public hearing provides for the adoption of a Solid Waste Disposal Services assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll to the Tax Collector. The Solid Waste Disposal Assessment is included on the Truth-In-Millage (TRIM) Property Tax Notice. The assessment is recommended to remain unchanged for FY 2025.

The annual disposal service assessment is applied to all single-family residences, except for apartment complexes, mobile home parks, and public lodging establishments that are served by commercial garbage service. The annual disposal service assessment covers the cost of transporting, processing, and disposing of solid waste.

Section 18-164, Leon County Code of Laws, provides that, prior to October 1st of each year, the Board of County Commissioners shall: 1) adopt a budget for the operation and maintenance of the Solid Waste Management System; and 2) adopt a resolution incorporating a determination of annual fees, rates, charges, or assessments for disposal service to be imposed upon the owners of improved residential real property in the service area.

### **Analysis:**

The Solid Waste Disposal Assessment was first established in 1994 at \$40 per single-family residence. On August 28, 2012, the Board reestablished this assessment at the same \$40 rate, which remains in effect annually, thereafter, until such time the Board determines otherwise. No changes are recommended for the FY 2025 annual solid waste disposal service assessment.

Section 197.3632, Florida Statutes, requires that the Board of County Commissioners hold a public hearing and adopt an assessment roll for all properties being assessed for the first time, and certify the entire assessment roll to the Tax Collector by September 15th.

The proposed assessment roll is available for public inspection at the County Administration office located on the fifth floor of the County Courthouse. A link to the County's website has also been created at <https://leoncountyfl.gov/specialassessment>, which provides additional access to persons interested in reviewing the proposed assessment roll. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, will have been compiled for the Board's consideration at the Public Hearing.

The proposed Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Non-Ad Valorem Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

Title: First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 3

---

The public hearing notice was published in the Tallahassee Democrat and first-class notices were mailed to each of the 336 property owners subject to the Non-Ad Valorem Assessment for Solid Waste Disposal Services for the first time in accordance with the requirements of Section 197.3632, Florida Statutes (Attachment #3).

Not adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services for all properties being assessed for the first time and certifying the entire Solid Waste Disposal Services Roll to the Tax Collector would create a budget impact in the amount of \$1,668,432 for Fiscal Year 2025.

**Options:**

1. Conduct the first and only public hearing and approve the Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll (Attachment #1), and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the proposed Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and do not certify the entire Roll to the Tax Collector.  
*(This action would require changes to the FY 2025 proposed budget.)*
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll
2. Certificate of the entire Solid Waste Disposal Services Non-Ad Valorem Assessment Roll to the Tax Collector
3. Notice of Public Hearing

**LEON COUNTY RESOLUTION NO. R2024-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING A SOLID WASTE DISPOSAL SERVICES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on June 25, 1995, the Board of County Commissioners enacted the Solid Waste Disposal Ordinance, which authorizes the Board to establish an *Annual Disposal Service Charge* for the disposal of solid waste, which is an annual special assessment imposed upon each parcel of *Improved Residential Real Property* in the *Service Area* of unincorporated Leon County; and

**WHEREAS**, on August 28, 2012, the Board of County Commissioners adopted a *Rate Resolution* determining the *Annual Disposal Service Charge* for the operation and maintenance of the solid waste disposal system applicable to all *Improved Residential Real Property* located within the *Service Area* of unincorporated Leon County (see Exhibit 1); and

**WHEREAS**, in accordance with section 197.3632(4)(a)1, Florida Statutes, the Board of County Commissioners desires to adopt a solid waste disposal services non-ad valorem assessment roll for those properties subject to levy of the non-ad valorem assessment for the first time; and

**WHEREAS**, pursuant to section 18-167, Leon County Code of Laws, and section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the solid waste disposal services non-ad valorem assessment roll for conformity with the *Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt a solid waste disposal services non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of this public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place;

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

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

**Section 2. Definitions.**

For purposes of this Resolution, the definitions contained in section 18-161, Leon County Code of Laws, are incorporated herein by reference.

**Section 3. Adoption of Non-Ad Valorem Assessment Roll.**

Pursuant to section 197.3632, Florida Statutes, Leon County hereby approves and adopts a solid waste disposal services non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

**Section 4. Unit of Measurement for Non-Ad Valorem Assessment.**

The unit of measurement for the annual solid waste disposal services non-ad valorem assessment is as set forth in the *Rate Resolution*, Resolution No. 2012-37, which is attached hereto as Exhibit 1 and incorporated herein as if fully set forth below, and the amount of the annual solid waste disposal services assessment is as further set forth in Exhibits 1 and 2 for each single family unit of *Improved Residential Real Property* located within the *Service Area* of the unincorporated area of Leon County, for the period commencing October 1, 2013, and continuing each year thereafter until such time as the Board determines.

**Section 5. Certification of Non-Ad Valorem Assessment Roll to Tax Collector.**

The solid waste disposal services non-ad valorem assessment roll is hereby certified to the Tax Collector for collection in accordance with Florida law. The Chairman of the Board of County Commissioners is authorized to include each parcel described at Exhibit 2 herein on the non-ad valorem assessment roll certified to the Tax Collector for all properties subject to the solid waste disposal services non-ad valorem assessment.

**Section 6. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 9<sup>th</sup> day of July, 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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: \_\_\_\_\_

**RESOLUTION NO. 2012- 37 ,**

**A RESOLUTION DETERMINING THE ANNUAL DISPOSAL SERVICE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE SOLID WASTE DISPOSAL SYSTEM APPLICABLE TO ALL IMPROVED RESIDENTIAL REAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF LEON COUNTY.**

RECITALS

WHEREAS, Section 18-165, Leon County Code of Laws, adopted by the Leon County Board of County Commissioners on July 25, 1995, authorizes the Board to impose an annual disposal service charge on all improved residential real property in the service area of Leon County; and

WHEREAS, Section 18-164, Leon County Code of Laws, authorizes the Board to annually adopt a resolution determining the annual disposal service charge to be imposed upon all improved residential real property within the service area; and

WHEREAS, the Board finds that the reasonable costs of providing residential solid waste disposal services within the service area is forty dollars (\$40.00) per single family residential unit per year; and

WHEREAS, the Board finds that the annual disposal service charge shall cover the period from October 1, 2012, through September 30, 2013 and annually thereafter until such time as the Board determines otherwise.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Leon County, Florida, that:

1. The Recitals set forth above are incorporated herein and made a part hereof.
2. The annual disposal service charge for each single family residential unit located within the service area of Leon County is hereby determined and shall be forty dollars (\$40.00) for the period from October 1, 2012, through September 30, 2013, and annually thereafter until such time as the Board determines.

3. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County,  
Florida, this 28th day of August, 2012.

LEON COUNTY, FLORIDA



BY: Akin Akinyemi  
Akin Akinyemi, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: [Signature]

Approved as to Form:  
Leon County Attorney's Office

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

**EXHIBIT 2**

**SOLID WASTE DISPOSAL SERVICES  
NON-AD VALOREM ASSESSMENT ROLL**



## CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon County Board of County Comm'rs, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 9 day of July, 2024 year.

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government  
  
\_\_\_\_\_  
Leon County, Florida

## NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, July 9, 2024, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a solid waste disposal services non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida. The purpose of the assessment is to equitably recover costs incurred for the construction, operation and maintenance of the solid waste disposal system for the benefit of improved residential parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

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](http://www.LeonCountyFL.gov)).

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, July 8, 2024. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

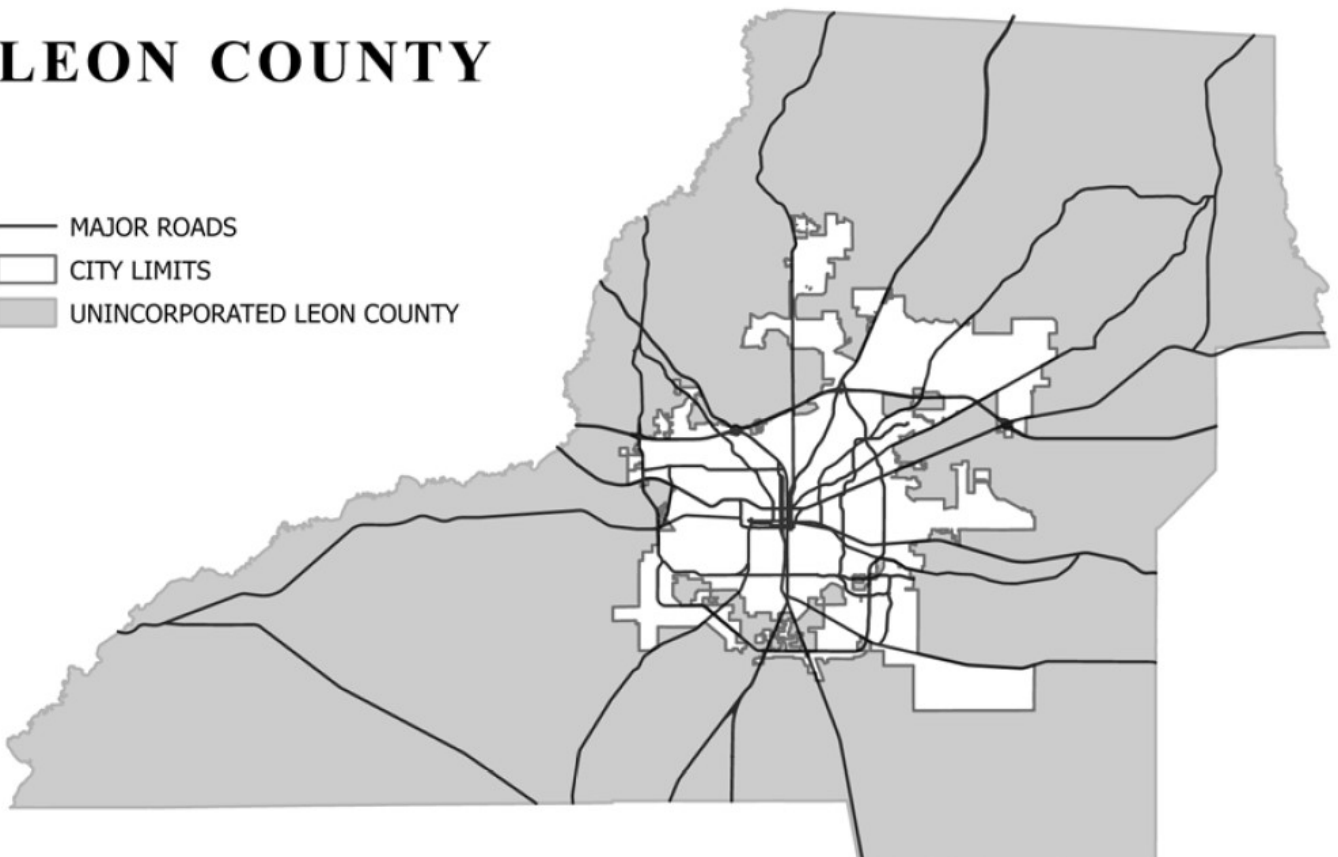
Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: June 14, 2024

### LEON COUNTY

- MAJOR ROADS
- CITY LIMITS
- UNINCORPORATED LEON COUNTY



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #24**

# Leon County Board of County Commissioners

## Agenda Item #24

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator

**Title:** First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Belair/Annawood Area, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Brent Pell, Director, Public Works<br>Charles Wu, Director, Engineering Services<br>Roshaunda Bradley, Director, Office of Management and Budget |
| <b>Lead Staff/ Project Team:</b>    | Anna Padilla, Stormwater Management Coordinator   |

### **Statement of Issue:**

This item requests the Board conduct the first and only public hearing to approve a Resolution imposing non-ad valorem assessments for the purpose of collecting the sewer service usage charges and readiness-to-serve charges on certain real property located in the Belair/Annawood Area, and a Resolution adopting the non-ad valorem assessment roll, and certification of the entire assessment roll to the Tax Collector.

### **Fiscal Impact:**

This item has a fiscal impact. Pursuant to the Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area, the County is responsible to collect and remit to the City of Tallahassee (City) the full amount of all charges related to sewer service through a non-ad valorem assessment on the annual property tax bill for property owners without a metered service City utility account. The City is responsible to provide sewer service.



Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Belair/Annawood Area, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 2

---

**Staff Recommendation:**

Option #1: Conduct the first and only public hearing and approve a Resolution imposing Non-Ad Valorem Assessments for Sewer Service for certain property in the Belair/Annawood Area (Attachment #1).

Option #2 Conduct the first and only public hearing and approve the Resolution adopting the Belair/Annawood Area Sewer Service Non-Ad Valorem Assessment Roll (Attachment #2) and authorize the certification of the entire Roll to the Tax Collector (Attachment #3).

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Belair/Annawood Area, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 3

---

## Report and Discussion

### **Background:**

This Public Hearing provides for the approval of a Resolution imposing a non-ad valorem assessment for sewer service to certain properties in the Belair/Annawood Area (Attachment #1). As required by Florida Statutes, this Public Hearing also provides for the adoption of a new non-ad valorem assessment roll for sewer service usage charges and readiness-to-serve charges on certain real properties located in the Belair/Annawood Area (Attachment #2). This Public Hearing also provides for certification of the entire assessment roll to the Tax Collector (Attachment #3). The non-ad valorem assessment is included on the Truth-In-Milage (TRIM) Property Tax Notice.

The Belair/Annawood Septic-to-Sewer Project is one of four sewer projects undertaken by the County in southern Leon County in coordination with the Florida Department of Environmental Protection (FDEP) and the City. Through this project, property owners were able to connect to the sanitary sewer system at no cost to the owners, a savings of over \$10,000 per property. On March 20, 2019, the County and City entered into an Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area (the “Interlocal Agreement”), whereby the County and City agreed to their respective roles and responsibilities to support the construction and transfer of the sewer system (Attachment #4). The County agreed to design, permit, acquire property for, and construct the project, which was funded in part through a Springs Restoration Grant from the FDEP with a 50% match from the County and American Rescue Plan Act (ARPA) funds. The City agreed to accept all property and easements necessary for ownership, operation, maintenance, repair, and replacement of the sewer system.

The Belair/Annawood sewer project as split into two phases due to extensive right-of-way acquisition required and to allow construction to proceed in areas where public right-of-way was already available. In August 2021, the Belair Phase 1 and Annawood subdivision sewer systems were accepted by the City for ownership and operation. In February 2023, the Belair Phase 2 sewer system was accepted by the City for ownership and operation.

Per Section 5 of the Interlocal Agreement, if a property has a City utility account for a metered service (e.g., water or electrical service) the City shall bill the recurring sewer service charges in the Belair/Annawood Area through the customer’s City utility account. However, if a property does not have a metered service City utility account, the County shall collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the property owner’s annual property tax bill. There are ten such properties which have sewer service available, but do not have a City utility account for metered service (e.g., water or electrical service) and the special assessment is limited to only those properties.

On July 12, 2022, the Board adopted Resolution No. R2022-19, which imposes special assessments upon all lots within Annawood subdivision that have available sewer service but do

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Belair/Annawood Area, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 4

---

not have a City metered utility account. Also on July 12, 2022, the Board adopted the first assessment roll for Annawood, and the property owners were assessed on their November 2022 tax bill. Subsequently on July 11, 2023, the Board adopted a revised assessment roll for Annawood as a result of new City utility rates, and the property owners were thereafter assessed on their November 2023 tax bill.

The proposed Resolution (Attachment #1) will replace and supersede Resolution R2022-19 in order to account for additional property in the Belair/Annawood Area subject to the special assessment. With respect to this additional area, on December 12, 2023, the Board held a public hearing and adopted a Resolution No 23-40, stating its intent to utilize the Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments for the purposes of collecting the full amount of all charges related to sewer service imposed on such real property in the Belair Phase 2 project area.

As with Resolution No. R2022-19, the proposed Resolution (Attachment #1) provides that the amount of the special assessment is established by the City's sewer services rate ordinances, as may be amended from time to time. As detailed in the Analysis section below, the City has increased its sewer service rates from \$944.46 to \$991.48 annually for those properties connected to the central sewer system and \$408.60 to \$429.12 for those properties where service is available but the property is not connected. The additional properties and new rates necessitate a new assessment roll for the Belair/Annawood Area.

**Analysis:**

Pursuant to Section 197.3632(9), Florida Statutes, special assessments levied pursuant to a local government resolution may be placed on the annual property tax bill as a non-ad valorem assessment. The amount of the assessment imposed will be payable to the Tax Collector. After collection, the County shall remit the full amount to the City as outlined in the Interlocal Agreement.

The Belair/Annawood Septic-to-Sewer Project is aimed at protecting our waterbodies and natural resources by reducing nitrogen levels in the primary springs protection zone, but also provides a special benefit to the properties of connecting to the City's sanitary sewer system, as well as an opportunity for property owners to abandon existing septic systems at no cost to the owners, a savings of over \$10,000 per property. Since the Belair Phase 1 and Annawood sewer system was completed and accepted by the City in 2021, the property owners have been, and continue to be, responsible for the rates associated with use and maintenance of the sewer service, which include readiness-to-serve charges and sewer service charges. With the completion of Belair Phase 2 and acceptance by the City in 2023, the property owners in Belair Phase 2 are now responsible for the rates associated with use and maintenance of the sewer service.

There are a total of ten properties in the Belair/Annawood Area that do not currently have a metered service City utility account. In order to recover the readiness-to-serve charges and sewer

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Belair/Annawood Area, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 5

---

service usage charges, as applicable, a flat amount will be assessed to each property owner on their annual tax bill. Consistent with the Interlocal Agreement, the City provided the County with the applicable annual sewer service-related charges for each of the ten parcels served within the Belair/Annawood Area by March 1. The sewer service charges are set by the City in accordance with City ordinances and policies and are calculated as follows:

#### Readiness-to-Serve Charge

The readiness-to-serve charge is a fixed charge imposed on all properties in the service area, pursuant to Section 21-402(b), Tallahassee Code of Ordinances. The charge is intended to cover a portion of the City's costs of operating and maintaining the sewer system and other costs incurred to ensure the sewer system is ready to serve when customers choose to connect.

#### Usage Charges

Usage charges are generally based on the amount of wastewater generated by a property and are calculated based on the amount of potable water the property uses. Six of the ten properties in the Belair/Annawood Area that receive sewer service but do not have a metered service City utility account do not receive City potable water and instead are charged a flat sewer service usage charge pursuant to Section 21-402(c), Tallahassee Code of Ordinances. This flat user charge is calculated by multiplying the prior year average annual sewer volume for a single-family residential City utility customer in Leon County by the City usage charge billing rate.

#### City Surcharge

There is an additional charge applied by the City for providing sewer service outside the city limits in accordance with Section 21-127, Tallahassee Code of Ordinances.

Section 197.3632, Florida Statutes, requires that the Board of County Commissioners hold a public hearing and adopt an assessment roll for all properties being assessed under certain circumstances, including when the fee is raised, and certify the entire assessment roll to the Tax Collector by September 15th. The Belair Phase 1 and Annawood property owners were first assessed for sewer service charges on their November 2022 tax bill. The property owners in the Belair Phase 2 will first be assessed on their November 2024 tax bill. The first assessment (properties in Belair Phase 2) includes pro-rated charges to cover the period from City acceptance of the sewer system through the end of that fiscal year and charges for the first full year of service, which is calculated on a fiscal year basis. The second assessment (Belair Phase 1 and Annawood) includes charges for the second full year of service.

The City has increased its rates and charges for current sewer service accounts. With the assessment of one property for the first time and with the City's adjusted rates for previously billed properties, an updated rate resolution and new assessment roll are needed.

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Belair/Annawood Area, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 6

---

The proposed assessment roll is available for public inspection at the County Administration office located on the fifth floor of the County Courthouse and in Attachment #2. A link to the County's website has also been created at <https://leoncountyfl.gov/specialassessment>, which provides additional access to persons interested in reviewing the proposed assessment roll. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, will have been compiled for the Board's consideration at the Public Hearing.

The proposed Resolution imposing non-ad valorem assessments for sewer service usage charges and readiness-to-serve charges on certain real property located in the Belair/Annawood Area (Attachment #1), the Resolution adopting the non-ad valorem assessment roll (Attachment #2), and the Certificate to the Non-Ad Valorem Assessment Roll to the Tax Collector (Attachment #3) are included for the Board's consideration.

The public hearing notice was published in the Tallahassee Democrat and first-class notices were mailed to each of the ten property owners subject to the Non-ad Valorem Assessment for Sewer Service for Certain Real Property in the Belair/Annawood Area in accordance with the requirements of Section 197.3632, Florida Statutes (Attachment #5).

**Options:**

1. Conduct the first and only public hearing and approve a Resolution imposing Non-Ad Valorem Assessments for Sewer Service for certain property in the Belair/Annawood Area (Attachment #1).
2. Conduct the first and only public hearing and approve the Resolution adopting the Belair/Annawood Area Sewer Service Non-Ad Valorem Assessment Roll (Attachment #2) and authorize the certification of the entire Roll to the Tax Collector (Attachment #3).
3. Do not conduct the first and only public hearing, and do not approve the Resolution imposing non-ad valorem assessments, and the Resolution adopting the Belair/Annawood Area Sewer Service Non-Ad Valorem Assessment Roll.
4. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Proposed Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Real Property in the Belair/Annawood Area
2. Proposed Resolution Adopting the Belair/Annawood Area Sewer Service Non-Ad Valorem Assessment Roll

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Belair/Annawood Area, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 7

---

3. Certificate of the entire Belair/Annawood Area Sewer Service Non-Ad Valorem Assessment Roll to the Tax Collector
4. Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area
5. Notice of Public Hearing

**LEON COUNTY RESOLUTION NO. R2024-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, IMPOSING NON-AD VALOREM ASSESSMENTS FOR THE SEWER SERVICE USAGE CHARGES AND READINESS-TO-SERVE CHARGES ON CERTAIN REAL PROPERTY LOCATED IN THE BELAIR/ANNAWOOD AREA; REPLACING AND SUPERSEDING RESOLUTION NO. 2022-19; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on March 20, 2019, Leon County, Florida (“County”) and the City of Tallahassee (“City”) entered into that certain Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area (“Interlocal Agreement”), outlining the roles and responsibilities of the County and the City to support the construction and operation of a central sewage collection system (“Sewer System”) to serve real property in certain areas located within the Wakulla Springs Primary Springs Protection Zone, including the Belair/Annawood Area (“Service Area”), as depicted in Exhibit A which is attached hereto and by reference incorporated herein; and

**WHEREAS**, in the Interlocal Agreement the County agreed to design, permit, and construct the Sewer System to serve Service Area, and the City agreed to accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement of the Sewer System; and

**WHEREAS**, the County has completed construction of the Sewer System; and

**WHEREAS**, the City has accepted the Sewer System and the property and easements necessary for ownership, operation, maintenance, repair, and replacement of the Sewer System; and

**WHEREAS**, in the Interlocal Agreement the County agreed to use its best efforts to encourage property owners in the Service Area to agree to connect to the Sewer System, but only the City and Florida Department of Health have authority to require property owners to connect to the Sewer System; and

**WHEREAS**, the Interlocal Agreement outlines the terms for charges, billing and collection, and requires that if a benefited property does not have a City utility account for metered service, the County will collect and remit to the City, on a recurring annual basis, the full amount of all applicable charges related to sewer service in the amounts established and adopted by the City through a non-ad valorem assessment on the property owner’s annual property tax bill; and

**WHEREAS**, pursuant to section 197.3632(3)(a), Florida Statutes (“F.S.”), the Board of County Commissioners adopted Resolution Nos. R21-59 and R23-40, each stating the Board’s intent to utilize the uniform method of levying, collecting, and enforcing non-ad valorem

assessments (the “Uniform Method”) for the purpose of collecting the full amount of all applicable charges related to sewer services provided in the applicable Service Area for those properties that do not have a City utility account for metered service; and

**WHEREAS**, the properties located within the Service Area are specially benefited by the Sewer System improvements shall be equitably assessed the costs of providing such services and improvements; and

**WHEREAS**, the special assessment is intended to equitably recover the costs associated providing sanitary sewer service, maintaining the sewer system, maintaining treatment capacity, and other costs incurred in ensuring that the City’s sewer system is ready and serves such customers when they connect; and

**WHEREAS**, the Board of County Commissioners wishes to levy and impose a non-ad valorem assessment on those real properties located within t h e Service Area where: (i) the property owner has connected to the Sewer System but does not have a City utility account for metered City utility service, in which event the property shall be assessed the full amount of all charges related to sewer service; or (ii) the property owner has not connected to the Sewer System when available for connection in which event the property shall be assessed the applicable readiness-to-serve charge;

**WHEREAS**, the equitable costs of providing the benefits associated with central sewer service are set forth in the utility rates adopted by the City pursuant to Sections 21-127 and 21-402 of the City Code of Ordinances; and

**WHEREAS**, in accordance with section 197.3632(4)(b), F.S., Leon County provided notice of the public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat*; and

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

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Levying and Imposing Non-Ad Valorem Assessments.**

The Board finds it is in the best interest of the County to levy, collect, and enforce the special assessments for the Sewer System, imposed upon all lots located in the Service Area, and desires to utilize the Uniform Method of levying and collecting all such assessments pursuant to Chapter 197, Florida Statutes.

The non-ad valorem assessments shall now be and are hereby levied and imposed upon all lots or parcels of land located within the Service Area that have available sewer service but do not have a City metered utility account. The non-ad valorem assessment shall be imposed per lot



per annum until such time as the Board may determine otherwise, commencing October 1, 2024.

In the event a property owner receives a City customer utility account for metered City utility service at any time after the Effective Date of this Resolution, the City shall be responsible for billing recurring sewer service charges through such utility account pursuant to the Interlocal Agreement. In such event, the amount of the non-ad valorem assessment shall be pro-rated based on the billing cycle date of the City customer utility account and no additional amounts shall be assessed by the County.

### **Section 3. Unit of Measurement and Amount of Non-Ad Valorem Assessment.**

The unit of measurement for the non-ad valorem assessments imposed hereby is calculated on a per lot basis. The amount of the non-ad valorem assessments shall be as follows:

- A. Property owners who have connected to the Sewer System are billed a readiness-to-serve charge and usage charge in the amounts established by the City pursuant to Section 21-402 of the City Code of Ordinances, as may be amended from time to time; and an amount equal to fifty percent of such charges as established by the City pursuant to Section 21-127 of the City Code of Ordinances, as may be amended from time to time.
- B. Property owners who have not connected to the Sewer System when available are billed a readiness-to-serve charge in the amount established by the City pursuant to Section 21-402 of the City Code of Ordinances, as may be amended from time to time; and an amount equal to fifty percent of such charge as established by the City pursuant to Section 21-127 of the City Code of Ordinances, as may be amended from time to time.

Pursuant to Section 5, paragraph 6 of the Interlocal Agreement, the County hereby sets March 1 as the uniform recurring date by which the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within Service Area to be assessed and collected through a non-ad valorem assessment on the owner's next annual property tax bill. Consistent with the Interlocal Agreement and section 197.3632(6), F.S., the County shall not be required to annually adopt the non-ad valorem assessment roll if the City does not timely provide such information or the provisions of section 197.3632(4)(a), F.S. are not invoked as a result of such City-provided information.

### **Section 4. Repealer.**

This resolution replaces and supersedes Resolution No. R2022-19, which was adopted by the Board on July 12, 2022.

### **Section 5. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon

County, Florida, this 9<sup>th</sup> day of July, 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, Chair  
Board of County Commissioners

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

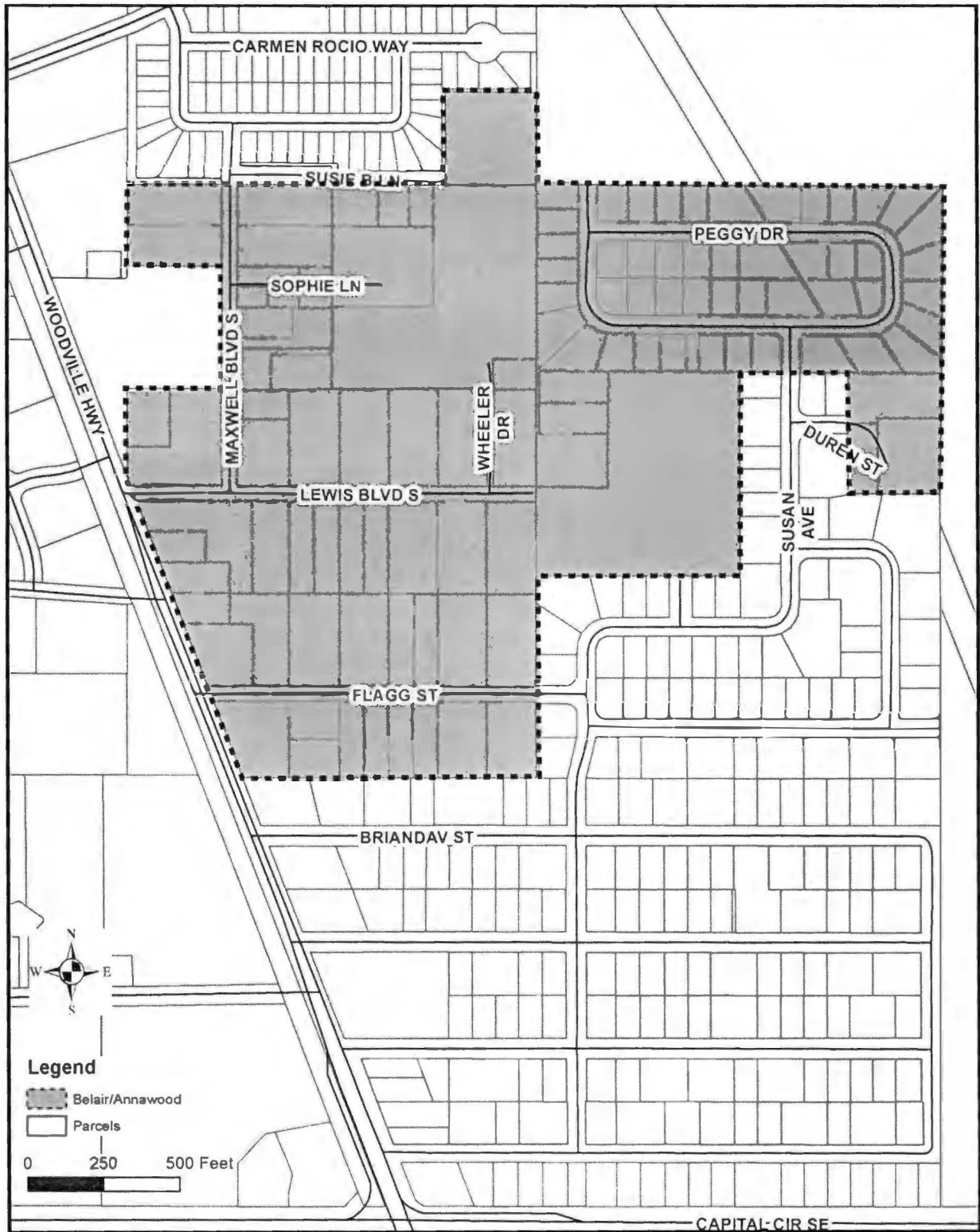
By: \_\_\_\_\_

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

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

# Exhibit A

## Belair/Annawood Area



**LEON COUNTY RESOLUTION NO. R2024-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE SEWER SERVICE USAGE CHARGES AND READINESS-TO-SERVE CHARGES ON CERTAIN REAL PROPERTY LOCATED IN THE BELAIR/ANNAWOOD AREA; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on March 20, 2019, Leon County, Florida (“County”) and the City of Tallahassee (“City”) entered into that certain Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area (“Interlocal Agreement”), outlining the roles and responsibilities of the County and the City to support the construction and operation of a central sewage collection system (“Sewer System”) to serve real property in certain areas located within the Wakulla Springs Primary Springs Protection Zone, including the Belair/Annawood Area (“Service Area”); and

**WHEREAS**, in the Interlocal Agreement the County agreed to design, permit, and construct the Sewer System to serve Service Area, and the City agreed to accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement of the Sewer System; and

**WHEREAS**, the County has completed construction of the Sewer System; and

**WHEREAS**, the City has accepted the Sewer System and the property and easements necessary for ownership, operation, maintenance, repair, and replacement of the Sewer System; and

**WHEREAS**, in the Interlocal Agreement the County agreed to use its best efforts to encourage property owners in Service Area to agree to connect to the Sewer System, but only the City and Florida Department of Health have authority to require property owners to connect to the Sewer System; and

**WHEREAS**, the Interlocal Agreement outlines the terms for charges, billing and collection, and requires that if a benefited property does not have a City utility account for metered service, the County will collect and remit to the City, on a recurring annual basis, the full amount of all applicable charges related to sewer service in the amounts established and adopted by the City through a non-ad valorem assessment on the property owner’s annual property tax bill; and

**WHEREAS**, pursuant to section 197.3632(3)(a), Florida Statutes (“F.S.”), the Board of County Commissioners adopted Resolution Nos. R21-59 and R23-40, each stating the Board’s intent to utilize the uniform method of levying, collecting, and enforcing non-ad valorem assessments (the “Uniform Method”) for the purpose of collecting the full amount of all applicable charges related to sewer services provided in the applicable Service Area for those properties that do not have a City utility account for metered service; and

**WHEREAS**, on July 9, 2024, the Board of County Commissioners adopted Resolution No. R24-\_\_\_, imposing a non-ad valorem assessment on those real properties located within Service Area where (i) the property owner has connected to the Sewer System but does not have a City utility account for metered City utility service, in which event the property shall be assessed the full amount of all charges related to sewer service; or (ii) the property owner has not connected to the Sewer System when available for connection in which event the property shall be assessed the applicable readiness-to-serve charge (Exhibit 1); and

**WHEREAS**, pursuant to the Interlocal Agreement and Resolution No. R24-\_\_\_, the City provided the County information specifying the applicable service related charges for each parcel served within the Service Area beginning in fiscal year 2024 and such charges are reflected in Exhibit 2; and

**WHEREAS**, pursuant to section 197.3632(4), F.S., the Board of County Commissioners has reviewed the Service Area sewer service non-ad valorem assessment roll for conformity with the Resolution imposing the assessments (Exhibit 2); and

**WHEREAS**, the Board wishes to approve and adopt the Service Area sewer service non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, in accordance with section 197.3632(4)(b), F.S., Leon County provided notice of the public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat*.

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

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Adoption of Non-Ad Valorem Assessment Roll.**

Pursuant to section 197.3632(4), F.S., Leon County hereby approves and adopts the Service Area sewer service non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and incorporated herein by reference as if fully set forth below.

**Section 3. Unit of Measurement and Amount of Non-Ad Valorem Assessment.**

The unit of measurement for the Service Area sewer service non-ad valorem assessment is as set forth in the Resolution imposing the assessments, which is attached hereto as Exhibit 1, and incorporated herein as if fully set forth below. The City has timely provided the County information specifying the applicable sewer service related charges for each parcel served within Service Area to be assessed beginning in fiscal year 2025. The amount of the Service Area sewer service non-ad

valorem assessment for each subject parcel of property is as further set forth in Exhibit 2, attached hereto and incorporated herein as if fully set forth below.

The Service Area sewer service non-ad valorem assessment shall be and is hereby imposed annually commencing October 1, 2024, and continuing each year thereafter until such time as changed or discontinued by the Board. In the event a property owner receives a City customer utility account for metered City utility service at any time after the Effective Date of this Resolution, the City shall be responsible for billing recurring sewer service charges through such utility account pursuant to the Interlocal Agreement. In such event, the amount of the non-ad valorem assessment shall be pro-rated based on the billing cycle date of the City customer utility account and no additional amounts shall be assessed by the County.

**Section 4. Certification of Non-Ad Valorem Assessment Roll to Tax Collector.**

The Service Area sewer service non-ad valorem assessment roll is hereby certified to the Tax Collector for collection in accordance with Florida law.

**Section 5. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 9<sup>th</sup> day of July, 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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: \_\_\_\_\_

**LEON COUNTY RESOLUTION NO. R2024-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, IMPOSING NON-AD VALOREM ASSESSMENTS FOR THE SEWER SERVICE USAGE CHARGES AND READINESS-TO-SERVE CHARGES ON CERTAIN REAL PROPERTY LOCATED IN THE BELAIR/ANNAWOOD AREA; REPLACING AND SUPERSEDING RESOLUTION NO. 2022-19; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on March 20, 2019, Leon County, Florida (“County”) and the City of Tallahassee (“City”) entered into that certain Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood Area (“Interlocal Agreement”), outlining the roles and responsibilities of the County and the City to support the construction and operation of a central sewage collection system (“Sewer System”) to serve real property in certain areas located within the Wakulla Springs Primary Springs Protection Zone, including the Belair/Annawood Area (“Service Area”), as depicted in Exhibit A which is attached hereto and by reference incorporated herein; and

**WHEREAS**, in the Interlocal Agreement the County agreed to design, permit, and construct the Sewer System to serve Service Area, and the City agreed to accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement of the Sewer System; and

**WHEREAS**, the County has completed construction of the Sewer System; and

**WHEREAS**, the City has accepted the Sewer System and the property and easements necessary for ownership, operation, maintenance, repair, and replacement of the Sewer System; and

**WHEREAS**, in the Interlocal Agreement the County agreed to use its best efforts to encourage property owners in the Service Area to agree to connect to the Sewer System, but only the City and Florida Department of Health have authority to require property owners to connect to the Sewer System; and

**WHEREAS**, the Interlocal Agreement outlines the terms for charges, billing and collection, and requires that if a benefited property does not have a City utility account for metered service, the County will collect and remit to the City, on a recurring annual basis, the full amount of all applicable charges related to sewer service in the amounts established and adopted by the City through a non-ad valorem assessment on the property owner’s annual property tax bill; and

**WHEREAS**, pursuant to section 197.3632(3)(a), Florida Statutes (“F.S.”), the Board of County Commissioners adopted Resolution Nos. R21-59 and R23-40, each stating the Board’s intent to utilize the uniform method of levying, collecting, and enforcing non-ad valorem

assessments (the “Uniform Method”) for the purpose of collecting the full amount of all applicable charges related to sewer services provided in the applicable Service Area for those properties that do not have a City utility account for metered service; and

**WHEREAS**, the properties located within the Service Area are specially benefited by the Sewer System improvements shall be equitably assessed the costs of providing such services and improvements; and

**WHEREAS**, the special assessment is intended to equitably recover the costs associated providing sanitary sewer service, maintaining the sewer system, maintaining treatment capacity, and other costs incurred in ensuring that the City’s sewer system is ready and serves such customers when they connect; and

**WHEREAS**, the Board of County Commissioners wishes to levy and impose a non-ad valorem assessment on those real properties located within t h e Service Area where: (i) the property owner has connected to the Sewer System but does not have a City utility account for metered City utility service, in which event the property shall be assessed the full amount of all charges related to sewer service; or (ii) the property owner has not connected to the Sewer System when available for connection in which event the property shall be assessed the applicable readiness-to-serve charge;

**WHEREAS**, the equitable costs of providing the benefits associated with central sewer service are set forth in the utility rates adopted by the City pursuant to Sections 21-127 and 21-402 of the City Code of Ordinances; and

**WHEREAS**, in accordance with section 197.3632(4)(b), F.S., Leon County provided notice of the public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat*; and

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

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Levying and Imposing Non-Ad Valorem Assessments.**

The Board finds it is in the best interest of the County to levy, collect, and enforce the special assessments for the Sewer System, imposed upon all lots located in the Service Area, and desires to utilize the Uniform Method of levying and collecting all such assessments pursuant to Chapter 197, Florida Statutes.

The non-ad valorem assessments shall now be and are hereby levied and imposed upon all lots or parcels of land located within the Service Area that have available sewer service but do not have a City metered utility account. The non-ad valorem assessment shall be imposed per lot



per annum until such time as the Board may determine otherwise, commencing October 1, 2024.

In the event a property owner receives a City customer utility account for metered City utility service at any time after the Effective Date of this Resolution, the City shall be responsible for billing recurring sewer service charges through such utility account pursuant to the Interlocal Agreement. In such event, the amount of the non-ad valorem assessment shall be pro-rated based on the billing cycle date of the City customer utility account and no additional amounts shall be assessed by the County.

**Section 3. Unit of Measurement and Amount of Non-Ad Valorem Assessment.**

The unit of measurement for the non-ad valorem assessments imposed hereby is calculated on a per lot basis. The amount of the non-ad valorem assessments shall be as follows:

- A. Property owners who have connected to the Sewer System are billed a readiness-to-serve charge and usage charge in the amounts established by the City pursuant to Section 21-402 of the City Code of Ordinances, as may be amended from time to time; and an amount equal to fifty percent of such charges as established by the City pursuant to Section 21-127 of the City Code of Ordinances, as may be amended from time to time.
- B. Property owners who have not connected to the Sewer System when available are billed a readiness-to-serve charge in the amount established by the City pursuant to Section 21-402 of the City Code of Ordinances, as may be amended from time to time; and an amount equal to fifty percent of such charge as established by the City pursuant to Section 21-127 of the City Code of Ordinances, as may be amended from time to time.

Pursuant to Section 5, paragraph 6 of the Interlocal Agreement, the County hereby sets March 1 as the uniform recurring date by which the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within Service Area to be assessed and collected through a non-ad valorem assessment on the owner's next annual property tax bill. Consistent with the Interlocal Agreement and section 197.3632(6), F.S., the County shall not be required to annually adopt the non-ad valorem assessment roll if the City does not timely provide such information or the provisions of section 197.3632(4)(a), F.S. are not invoked as a result of such City-provided information.

**Section 4. Repealer.**

This resolution replaces and supersedes Resolution No. R2022-19, which was adopted by the Board on July 12, 2022.

**Section 5. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon

County, Florida, this 9<sup>th</sup> day of July, 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, Chair  
Board of County Commissioners

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

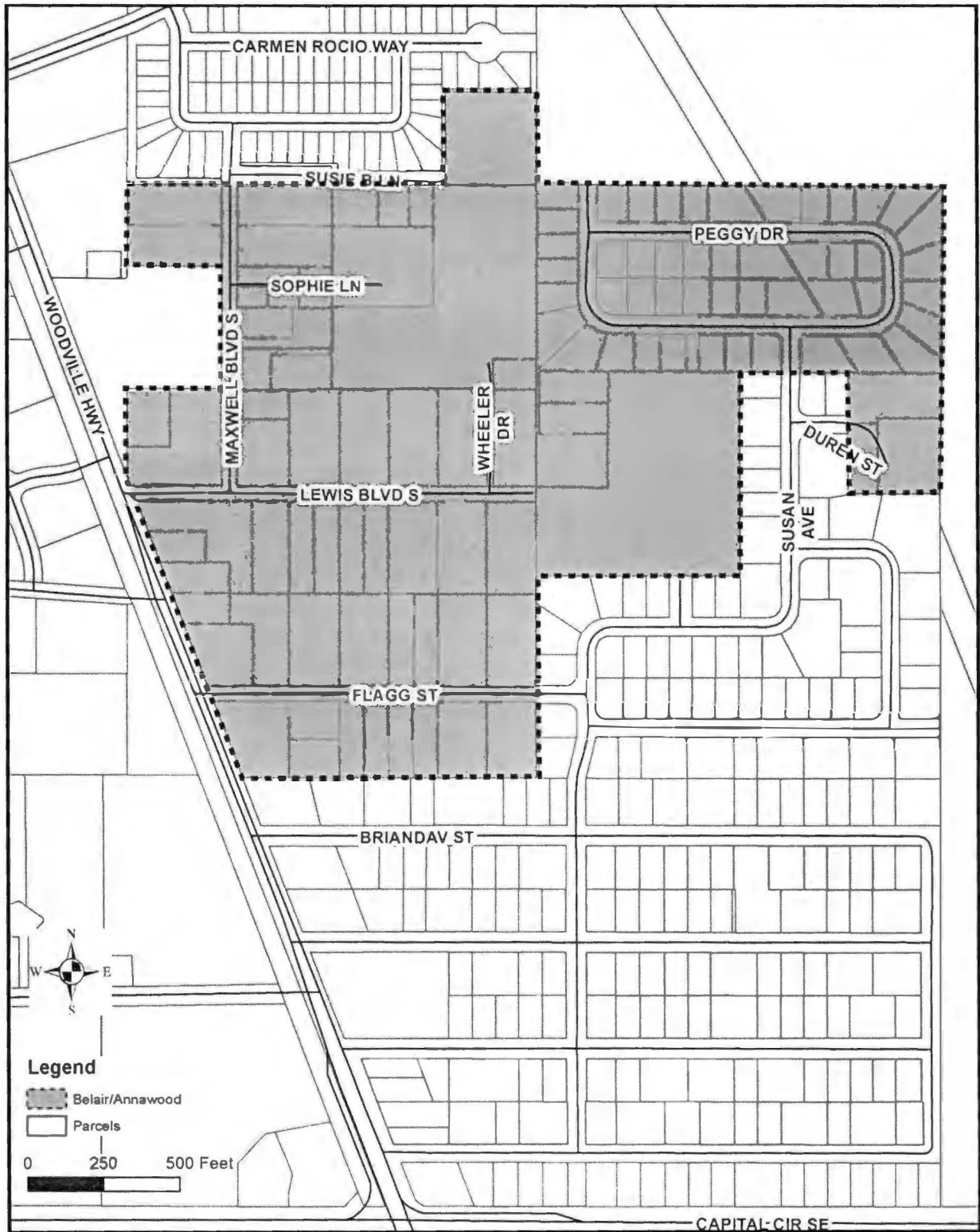
By: \_\_\_\_\_

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

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

# Exhibit A

## Belair/Annawood Area



# Leon County Belair/Annawood Area Sewer Roll

| <i>PARCEL</i>     | <i>FEE</i> | <i>UNITS</i> | <i>TYPE</i> | <i>OWNER</i>                       | <i>ZIP</i> | <i>BASIN</i> |
|-------------------|------------|--------------|-------------|------------------------------------|------------|--------------|
| 31-19-25- C-0180  | \$991.48   | 1            | 0100        | PATTERSON DARLEAN                  | 32305      | AJ           |
| 31-19-25- C-0140  | \$991.48   | 1            | 0100        | HUNT CLARA                         | 32305      | AJ           |
| 31-19-25- C-0130  | \$991.48   | 1            | 0100        | MOFFETT SCOTT                      | 32305      | AJ           |
| 31-19-25- C-0100  | \$429.12   | 1            | 0100        | ESTEVEZ RAMON A JR                 | 32305      | AJ           |
| 31-19-25- A-0120  | \$991.48   | 1            | 0100        | WILLIAMS SENOVIA L                 | 32305      | AJ           |
| 31-19-25- C-0030  | \$429.12   | 0            | 0000        | SPIVEY ROBERT H ESTATE             | 39819      | AJ           |
| 31-19-25- B-0040  | \$429.12   | 1            | 0100        | HOUSING TO THE GLORY<br>OF GOD LLC | 32317      | AJ           |
| 31-19-25- B-0050  | \$991.48   | 1            | 0100        | LAURAY LARAE                       | 32305      | AJ           |
| 31-19-25- B-0100  | \$991.48   | 1            | 0100        | HILL RONALD                        | 32305      | AJ           |
| 31-19-20-228-0000 | \$429.12   | 0            | 0000        | HSIA LIANG YU                      | 32312      | AJ           |

**Grand Totals:**    10 Parcels            \$7,665.36Dollars            8 Units



**CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon County Board of County Comm'rs, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the \_\_\_\_\_ day of July, 2024 year.

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government

\_\_\_\_\_  
Leon County, Florida

INTERLOCAL AGREEMENT FOR THE PROVISION OF SEWER SERVICE TO  
BELAIR/ANNAWOOD AREA

THIS AGREEMENT, made and entered into this 20 day of March, 2019, by the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH

WHEREAS, the County is the sole local governmental entity to authorize the planning, construction and operation of central water systems and sewage disposal systems within the unincorporated area of the County and will provide such services when it deems it appropriate; and,

WHEREAS, the County has recognized a long-standing problem in the Belair/Annawood area, as depicted in Exhibit A which is attached hereto and by reference incorporated herein, ("Belair/Annawood") that onsite sewage treatment and disposal systems ("OSTDS") currently in use do not function properly due to soil and groundwater conditions; and,

WHEREAS, the County, having recognized the nitrate loads associated with OSTDS and the impact of nitrate loads on Wakulla Springs, will identify areas in the Wakulla Springs Primary Springs Protection Zone where elimination or retrofit of existing OSTDS will be required as part of the Wakulla Springs Basin Management Action Plan; and,

WHEREAS, the County was awarded Florida Department of Environmental Protection Springs Restoration Grants to joint-fund construction of a central sewage collection system ("Sewer System") to serve Belair/Annawood, which is located within the Primary Springs Protection Zone; and,

WHEREAS, the County has determined that it is in the best interests of the citizens of Belair/Annawood that sewer service be provided to the residences in that area by the City of Tallahassee; and,

WHEREAS, Belair/Annawood lies within the City sewer franchise area; however, a portion of the area lies within the Talquin Electric Cooperative ("TEC") water franchise area, and the remainder lies within the City water franchise area; and,

WHEREAS, Belair/Annawood is within the Lake Munson Target Area identified in the City Master Sewer Plan adopted in February 2016;

NOW, THEREFORE, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

- a. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 1. Effective Date. This Agreement shall commence upon full execution hereof by both parties.

Section 2. Responsibilities of County.

1. The County shall design, permit, and construct a new Sewer System to serve Belair/Annawood. The County will, at the County's expense, be responsible for acquiring all necessary property or property rights required for the construction, operation, maintenance, and replacement of the Sewer System. Such property or property rights shall be in form(s) acceptable to the City. The Sewer System's sewage collection piping shall use gravity flow to convey sewage first to conventional central pumping stations and then to a connection point on the existing City sewer system to be mutually agreed upon by the City and County.

2. The Sewer System design shall comply with the City's Engineering Design Manual for Water and Sewer Facilities and construction shall comply with the City's Technical Specifications for Water and Sewer Construction. The City's determination regarding compliance with such design and construction requirements shall be final. The County or its agent shall submit design plans to the City for review and approval. Construction shall not start until plans have been approved by the City. The City shall be timely in its review and approval, or disapproval, of plans submitted by the County in recognition of the County commitment to have service available as soon as possible.

3. The City is intended to be a third-party beneficiary of the contracts for design and construction of the Sewer System, and the County shall ensure that those contracts reflect such status for the City. As such, the design consultant and the contractor shall be directly liable to the County and the City for the proper and timely performance of all obligations under the respective contract including without limitation all warranty provisions. The County shall ensure that all guarantees and warranties related to design, construction, materials and equipment are assigned to the City. Upon completion of the Sewer System, or agreed portion thereof, and acceptance by the City for ownership, the County shall transfer ownership of the Sewer System, or agreed portion thereof, to the City along with all property and easements necessary for the operation, maintenance, repair, and replacement of the Sewer System or agreed portion thereof. It is agreed that the Sewer System does not include service lateral pipes between a customer and the sewer main and that easements for such piping are not required and will not be accepted.

4. The County will install sewer taps and will construct, to the property line, the associated sewer service laterals for each parcel served within Belair/Annawood. The County will use its best efforts to have property owners in Belair/Annawood agree to connect to the Sewer System. The County will extend the sewer lateral as necessary to complete the connection to the Sewer System, from the property line to the residence or other structure, for any parcels

where the owner agrees to connect to the Sewer System while the Sewer System is under construction.

Section 3. Responsibilities of City.

1. Upon completion of the Sewer System, or agreed portion thereof, and compliance with City specifications and requirements, the City shall accept the Sewer System and all property and easements necessary for ownership, operation, maintenance, repair, and replacement. The City shall utilize the completed Sewer System and its existing City sewage collection and treatment facilities to provide sewer service to Belair/Annawood. The City shall not be responsible for carrying out any of its responsibilities or obligations under this Agreement until the City has accepted ownership of the completed Sewer System. The City will not unreasonably withhold acceptance of the completed Sewer System for ownership, operation, and maintenance.

2. The City shall inspect construction of the Sewer System to ensure compliance with the previously approved City specifications and requirements. The County shall pay the City all costs incurred by the City for inspection and construction-related testing within forty-five (45) days following receipt of an invoice from the City for such inspection and testing.

3. Nothing in this Agreement shall prevent the City or County from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside Belair/Annawood.

4. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps or discharge piping to the point of connection with the Sewer System.

Section 4. Terms of Service.

1. Sewer System service under this Agreement will be provided consistent with applicable City ordinances and policies, standards, procedures, regulations, rates, fees, loan programs and charges.

2. Any property owner desiring to connect to the Sewer System may do so at any time that service is available. Owners whose property is within the City water and sewer franchise area who connect to the Sewer System must also connect to the City water system, if the water system is available.

3. Any property owner that does not connect to the Sewer System will be charged the applicable readiness-to-serve charge in accordance with Sec 21-324, City of Tallahassee Code.

4. The County shall not issue any permits for new construction within the Belair/Annawood area unless the structure is proposed to be connected to the Sewer System.



5. Should the County become aware of a failing septic system in the Belair/Annawood area, the County agrees to notify the City and the Health Department.

Section 5. Charges, Billing and Collection

1. All charges for sewer service, readiness-to-serve, late payment, connect, disconnect and similar administrative charges shall be levied consistent with Chapter 21, City of Tallahassee Code.

2. Upon completion of the Sewer System and acceptance for ownership by the City, the County will pay to City, the sewer System Charges for each parcel for which a tap was provided in the Belair/Annawood area, regardless of whether the owners of such parcels agree to connect to the Sewer System. In recognition of County's payment of all System Charges, the City will reduce the System Charge applicable to the Belair/Annawood parcels by one third. The City shall invoice the County for all System Charges following City acceptance of the Sewer System for ownership and the County shall pay these charges within forty-five (45) days following receipt of the invoice.

3. No tap fees will be required at the time of customer connection for any parcel where the tap and lateral extension were installed by the County during original construction of the Sewer System.

4. The City will bill recurring sewer service charges in the Belair/Annawood area through a City customer utility account if an account exists for a metered City utility service. If a property owner does not have a City utility account for a metered service, the County will collect and remit to the City, on a recurring annual basis, the full amount of all charges related to sewer service through a non-ad valorem assessment on the owner's annual property tax bill. The County agrees to make all necessary arrangements and defray any associated administrative expenses associated with imposing said non-ad valorem assessment pursuant to Section 125.01, Florida Statutes, and in accordance with Section 197.3632, Florida Statutes.

5. The County will make said arrangements for the non-ad valorem assessment in a manner such that the first assessment is collected in the first calendar year subsequent to City acceptance of the Sewer System, or as soon thereafter as reasonably possible consistent with the notice and public hearing requirements provided in Section 197.3632, Florida Statutes. If the timing of the first assessment is such that only a partial year of service, or readiness-to-serve, charges is to be assessed, then the assessed charges shall be pro-rated based on the date of City notification of sewer availability, or the date of connection, as applicable. Assessments in subsequent years shall be for any past sewer service, or readiness-to-serve, charges not previously assessed or collected plus an additional 12 months of service or readiness-to-serve charges, except where a new customer has connected, in which case the sewer service charge and readiness-to-serve charges shall be pro-rated based upon the date of connection. The County will ensure that all charges related to sewer service, or readiness to serve, will be assessed within two

years of following the date on which each customer is connected to the Sewer System.

6. Each year the City shall provide the County information specifying the applicable sewer service related charges for each parcel served within the Belair/Annawood area. The County shall set a uniform recurring date by which this information must be provided.

7. If after timely receipt from the City of the applicable charges for each parcel within the Belair/Annawood area, the County fails to make arrangements for the non-ad valorem assessment for those charges, the County will remit to the City the full amount of the charges that should have been assessed.

8. The County agrees to use all the collection procedures available to it pursuant to Section 125.01, Florida Statutes, and Section 197.3632, Florida Statutes, to collect and remit to the City the assessed sewer charges from each property within the Belair/Annawood area.

#### Section 6. Dispute Resolution.

1. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this section. The provision of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process is hereby set forth in this section.

2. The aggrieved Party shall give written notice to the other Party in writing, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice."

3. Should the Parties be unable to reconcile any dispute, the City Manager and County Administrator, or their designees, shall meet at the earliest opportunity, but in any event within ten (10) days from the date that the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of the Parties, they shall report their decision, in writing, to the City Commission and Board of County Commissioners. If the City Manager and County Administrator, or their designees, are unable to reconcile the dispute, they shall report their impasse to the City Commission and Board of County Commissioners.

4. If a dispute is not resolved by the foregoing step, within forty-five (45) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The Mayor shall represent the City and the Chair shall represent the County. The mediator shall meet the qualifications set forth in Rule 10.100(d), Florida Rules for Mediators, and shall be selected by the Parties within ten (10) days following receipt of the Mediation Notice. The mediator shall also have sufficient knowledge and experience in the subject of the dispute. If agreement on a mediator cannot be reached in that ten (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the

Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then, upon the agreement of both Parties, such dispute may be referred to binding arbitration; otherwise, each Party may pursue whatever remedies may be available at law, in equity, or otherwise. If the dispute is so referred, such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

- a) Such arbitration shall be initiated by delivery, from one Party (the "Petitioner") to the other (the "Respondent"), of a written Arbitration Notice therefore containing a statement of the nature of the dispute involved. The Respondent, within ten (10) days following its receipt of such Arbitration Notice, shall deliver an answering statement to the Petitioner. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims involved.
- b) Within ten (10) days following the delivery of such Arbitration Notice, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator.
- c) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48 of the Commercial Arbitration Rules of the American Arbitration Association.

#### Section 7. General Provisions.

1. Governing Law and Venue. This Agreement shall govern by and construed in accordance with the laws of the State of Florida. Any action to enforce any of the provisions of this Agreement must be maintained in Tallahassee, Leon County, Florida.

2. Waiver. Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. Modification. This Agreement shall not be extended, changed or modified,

except in writing duly executed by the Parties hereto.

4. Binding Effect. This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. Assignment. Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superseded by this Agreement.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Ambiguity. This Agreement has been negotiated by the Parties with the advice of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. Public Bodies. It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a charter county and a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorney's fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. Severability. It is intended that each Section of this Agreement shall be viewed as

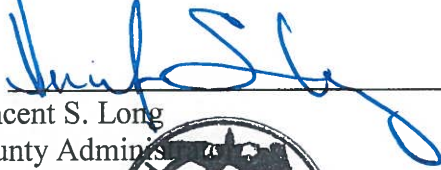
separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Sewer Service to Belair/Annawood as of the date written above.

LEON COUNTY,  
FLORIDA

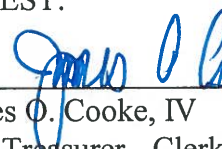
CITY OF TALLAHASSEE,  
FLORIDA

By:   
Vincent S. Long  
County Administrator

By:   
Reese Goad  
City Manager




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

ATTEST:  
By:   
James O. Cooke, IV  
City Treasurer - Clerk

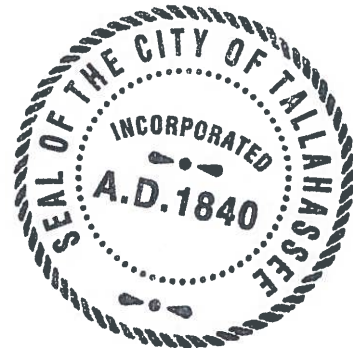
By: 

APPROVED AS TO FORM:  
Leon County Attorney's Office

APPROVED AS TO FORM:  
City Attorney's Office

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

By:   
City Attorney



## NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, July 9, 2024, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a sanitary sewer service assessment rate resolution and sanitary sewer service services non-ad valorem assessment roll on real property in certain areas located within the Belair/Annawood Area that have available sewer service but do not have a City of Tallahassee metered utility account. The purpose of the special assessment is to collect the applicable sanitary sewer service usage charges and readiness-to-serve charges set by the City and imposed on the real properties in the Belair/Annawood Area that have available sewer service but do not have a City metered utility account (geographic depiction of the property subject to the assessment is set forth below). The City also imposes an additional charge for service outside of the City limits that will be included in the assessment amount. The assessment shall be collected annually by the Leon County Tax Collector.

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](http://www.LeonCountyFL.gov)).

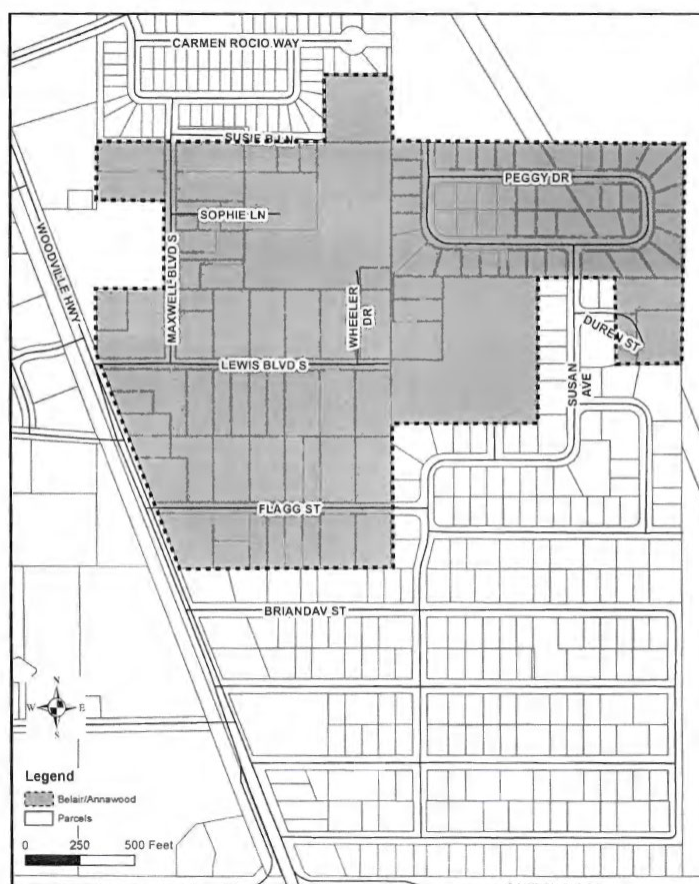
All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, July 8, 2024. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: June 16, 2024



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #25**

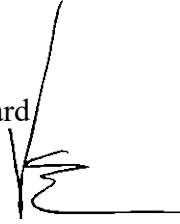
# Leon County Board of County Commissioners

## Agenda Item #25

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Killlearn Lakes Plantation Subdivision Units 1 and 2, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Brent Pell, Director, Public Works<br>Charles Wu, Director, Engineering Services, Public Works<br>Roshaunda Bradley, Director, Office of Management and Budget |
| <b>Lead Staff/ Project Team:</b>    | Anna Padilla, Stormwater Management Coordinator   |

### **Statement of Issue:**

This item requests the Board conduct the first and only public hearing to approve a Resolution imposing non-ad valorem assessments for the purpose of collecting the sewer service readiness-to-serve charges on certain real property located in the Killlearn Lakes Plantation Subdivision Units 1 and 2, and a Resolution adopting the non-ad valorem assessment roll, and certification of the entire assessment roll to the Tax Collector.

### **Fiscal Impact:**

This item has a fiscal impact. Pursuant to the Interlocal Agreement for the Provision of Sewer Service to Killlearn Lakes Plantation Subdivision Units 1 and 2, the County is responsible to collect and remit to the City of Tallahassee (City) the full amount of the readiness-to-serve charges related to sewer service through a non-ad valorem assessment on the annual property tax bill for developable properties within Killlearn Lakes Plantation Subdivision Units 1 and 2. The City is responsible for the provision of sewer service.

### **Staff Recommendation:**

Provided on the following page.



Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Killlearn Lakes Plantation Subdivision Units 1 and 2, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 2

---

**Staff Recommendation:**

Option #1: Conduct the first and only public hearing and approve a Resolution imposing Non-Ad Valorem Assessments for Sewer Service for certain property in Killlearn Lakes Plantation Subdivision Units 1 and 2 (Attachment #1).

Option #2: Conduct the first and only public hearing and approve the Resolution adopting the Killlearn Lakes Plantation Subdivision Units 1 and 2 Sewer Service Non-Ad Valorem Assessment Roll (Attachment #2) and authorize the certification of the entire Roll to the Tax Collector (Attachment #3).

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Killearn Lakes Plantation Subdivision Units 1 and 2, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 3

---

## **Report and Discussion**

### **Background:**

This Public Hearing provides for the approval of a Resolution imposing a non-ad valorem assessment for sewer service to certain properties in the Killearn Lakes Plantation Subdivision Units 1 and 2 (Killearn Lakes) (Attachment #1). As required by Florida Statutes, this Public Hearing also provides for the adoption of a new non-ad valorem assessment roll for readiness-to-serve charges on certain real properties located in Killearn Lakes (Attachment #2) for the purpose of recovering the costs incurred in providing sanitary sewer service. This Public Hearing also provides for certification of the entire assessment roll to the Tax Collector (Attachment #3). The non-ad valorem assessment is included on the Truth-In-Milage (TRIM) Property Tax Notice. The non-ad valorem assessment of these charges on behalf of the City of Tallahassee (City) has occurred annually since 2007. This agenda item is required based on the City's request to raise the readiness-to-serve charges for sewer service within Killearn Lakes.

To address a long-standing problem of malfunctioning septic tanks due to soil and groundwater conditions in Killearn Lakes, on May 10, 2005, the County and the City of Tallahassee (City) entered into an Interlocal Agreement related to the provision of sewer service (Attachment #4). Pursuant to the Interlocal Agreement, the County constructed a central sewage collection system (Sewer System) to serve Killearn Lakes, and upon completion, the Sewer System was conveyed to the City for perpetual ownership, operation and maintenance.

In order to recover the recurring costs of providing sewer service to Killearn Lakes, the City levies a readiness-to-serve charge on all developable properties where service is available. Pursuant to the Interlocal Agreement, the County is required to collect and remit payment of the readiness-to-serve charge to the City, on a recurring annual basis, through a non-ad valorem assessment on the owner's annual property tax bill.

On June 26, 2007, the Board adopted Resolution No. R2007-19, which imposes special assessments upon all properties within Killearn Lakes that have available sewer service. Pursuant to Section 2 of Resolution No. R2007-19, the amount of the special assessment was established by the City in the amount of \$179.43 annually per lot. Also on June 26, 2007, the Board adopted the first assessment roll for Killearn Lakes, and the property owners were first assessed on their November 2007 tax bill. The Interlocal Agreement recognizes the City's authority to adjust its utility rates.

Although the City has not increased the readiness-to-serve charge for Killearn Lakes since 2007, the City recently advised the County of an increase in these charges from \$179.43 to \$444.12 annually for the purpose of recovering the costs incurred by the City to provide sanitary sewer. The City's rate for providing sanitary sewer is similar with rates charged elsewhere in unincorporated Leon County.

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Killearn Lakes Plantation Subdivision Units 1 and 2, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 4

---

As detailed in the Analysis section, the City has increased its readiness-to-serve rates for next year, necessitating an update to the rate resolution and a new assessment roll for Killearn Lakes to account for the new rates.

### **Analysis:**

Pursuant to Section 197.3632(9), Florida Statutes, special assessments levied pursuant to a local government resolution may be placed on the annual property tax bill as a non-ad valorem assessment. The amount of the assessment imposed will be payable to the Tax Collector. After collection, the County shall remit the full amount to the City as outlined in the Interlocal Agreement.

The Killearn Lakes Sewer Project was completed in 2006 to address a then long-standing problem of malfunctioning septic tanks due to soil and groundwater conditions in the project area. Since construction of the sewer system by the County, property owners in Killearn Lakes are responsible for the sewer system fees associated with the use and maintenance of the sewer system, which include readiness-to-serve charges and sewer service charges.

Sewer service usage charges are for the use of the sewer system and are billed to properties who connect to the sewer system. Within Killearn Lakes, any properties who connect to the City's sewer system are billed the usage charges directly by the City.

Consistent with the Interlocal Agreement, the readiness-to-serve charges are assessed by the County per lot within Killearn Lakes, and a flat amount appears on each property owner's annual tax bill. The sewer service rates are set by the City in accordance with City ordinances and policies and are calculated as follows.

#### **Readiness-to-Serve Charge**

The readiness-to-serve charge is a fixed charge imposed on all properties in the service area, pursuant to Section 21-402(b), Tallahassee Code of Ordinances. The charge is intended to cover a portion of the City's costs of operating and maintaining the sewer system and other costs incurred to ensure the sewer system is ready to serve when customers choose to connect.

#### **City Surcharge**

There is an additional charge applied by the City for providing sewer service outside the city limits in accordance with Section 21-127, Tallahassee Code of Ordinances.

Section 197.3632, Florida Statutes, requires that the Board of County Commissioners hold a public hearing and adopt an assessment roll for all properties being assessed under certain circumstances, including when the fee is raised, and certify the entire assessment roll to the Tax Collector by September 15th. Killearn Lakes property owners were first assessed for sewer service charges on their November 2007 tax bill.

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Killearn Lakes Plantation Subdivision Units 1 and 2, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 5

---

The current readiness-to-serve rate paid by Killearn Lakes property owners has not increased since originally established in 2007. The City has recently advised the County of an increase in these charges for the purpose of recovering the costs incurred in providing sanitary sewer service and bringing Killearn Lakes on par with the City's current rates. With the increase in rates and charges for sewer service accounts, a new rate resolution and assessment roll are needed. The new assessment amount will be first included on the upcoming November 2024 tax bill and will increase from the current 2007 rate of \$179.43 annually to the proposed rate of \$444.12 annually.

The proposed assessment roll is available for public inspection at the County Administration office located on the fifth floor of the County Courthouse. A link to the County's website has also been created at <https://leoncountyfl.gov/specialassessment>, which provides additional access to persons interested in reviewing the proposed assessment roll. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, will have been compiled for the Board's consideration at the Public Hearing.

The proposed resolution imposing non-ad valorem assessments for readiness-to-serve charges on certain real property located in Killearn Lakes (Attachment #1), the Resolution adopting the non-ad valorem assessment roll (Attachment #2), and the Certificate to the Non-Ad Valorem Assessment Roll to the Tax Collector (Attachment #3) are included for the Board's consideration.

The public hearing notice was published in the Tallahassee Democrat and first-class notices were mailed to each of the nine property owners subject to the Non-ad Valorem Assessment for Sewer Service for Certain Real Property in Killearn Lakes in accordance with the requirements of Section 197.3632, Florida Statutes (Attachment #4).

**Options:**

1. Conduct the first and only public hearing and approve a Resolution imposing Non-Ad Valorem Assessments for Sewer Service for certain property in Killearn Lakes Plantation Subdivision Units 1 and 2 (Attachment #1)
2. Conduct the first and only public hearing and approve the Resolution adopting the Killearn Lakes Plantation Subdivision Units 1 and 2 Sewer Service Non-Ad Valorem Assessment Roll (Attachment #2) and authorize the certification of the entire Roll to the Tax Collector (Attachment #3).
3. Do not conduct the first and only public hearing, and do not approve the Resolution imposing non-ad valorem assessments, and the Resolution adopting the Killearn Lakes Plantation Subdivision Units 1 and 2 Sewer Service Non-Ad Valorem Assessment Roll.
4. Board direction.

**Recommendation:**

Options #1 and #2

Title: First and Only Public Hearing to Approve a Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Property in the Killearn Lakes Plantation Subdivision Units 1 and 2, and a Resolution Adopting the Non-Ad Valorem Assessment Roll, and Certification of the Entire Roll to the Tax Collector

July 9, 2024

Page 6

---

Attachments:

1. Proposed Resolution Imposing Non-Ad Valorem Assessments for Sewer Service for Certain Real Property in the Killearn Lakes Plantation Subdivision Units 1 and 2
2. Proposed Resolution Adopting the Killearn Lakes Plantation Subdivision Units 1 and 2 Sewer Service Non-Ad Valorem Assessment Roll
3. Certificate of the entire Killearn Lakes Plantation Subdivision Units 1 and 2 Sewer Service Non-Ad Valorem Assessment Roll to the Tax Collector
4. Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Planation Subdivision Units 1 and 2
5. Notice of Public Hearing

**LEON COUNTY RESOLUTION NO. R2024-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, IMPOSING NON-AD VALOREM ASSESSMENTS FOR THE SANITARY SEWER SERVICE READINESS-TO-SERVE CHARGES ON CERTAIN REAL PROPERTY LOCATED IN THE KILLEARN LAKES PLANTATION SUBDIVISION, UNITS 1 AND 2; REPLACING AND SUPERSEDING RESOLUTION NO. R07-19; AND PROVIDING FOR AN EFFECTIVE DATE**

**RECITALS**

**WHEREAS**, in order to address a long-standing problem of malfunctioning septic tanks due to soil and groundwater conditions in Killearn Lakes Plantation Subdivision, Units 1 and 2 (“Killearn Lakes”), Leon County, Florida (“County”) and the City of Tallahassee (“City”) entered into that certain Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005 (“Interlocal Agreement”), outlining the roles and responsibilities of the County and the City to support the construction and operation of a central sewage collection system (“Sewer System”) to serve real property located within Killearn Lakes; and

**WHEREAS**, in the Interlocal Agreement the County agreed to construct the Sewer System to serve Killearn Lakes, and the City agreed to accept ownership of the Sewer System for perpetual operation and maintenance; and

**WHEREAS**, the County has completed construction of the Sewer System; and

**WHEREAS**, the City has accepted the Sewer System for perpetual operation and maintenance, and provides sanitary sewer service to the properties located in Killearn Lakes; and

**WHEREAS**, pursuant to the Interlocal Agreement, the City levies a Customer Charge or Readiness-to-Serve Charge for all properties located in Killearn Lakes in order to recover the recurring costs of providing sewer service; and

**WHEREAS**, pursuant to Section 3, paragraph 3 of the Interlocal Agreement, the County has agreed to levy, impose and collect pursuant to Section 125.01, Florida Statutes (“F.S.”), and in accordance with Section 197.3632, F.S., a special assessment for all developable lots located in Killearn Lakes, for the purpose of providing a mechanism for the collection of annual fees for sewer service, which are limited to a Customer Charge or Readiness to Serve Charge; and

**WHEREAS**, the properties located with Killearn Lakes are specially benefited by the Sewer System improvements and shall be equitably assessed the costs of providing such services and improvements; and

**WHEREAS**, the special assessment is intended to equitably recover the costs associated with maintaining the sewer system, maintaining treatment capacity, and other costs incurred in ensuring that the City's sewer system is ready to serve such customers when they connect; and

**WHEREAS**, the equitable costs of providing the benefits associated with the Customer Charge or Readiness to Serve Charge per annum per developable lot are set forth in the utility rates adopted by the City pursuant to Sections 21-127 and 21-402 of the City Code of Ordinances;

**WHEREAS**, on December 12, 2006, the Board of County Commissioners of Leon County, Florida adopted Resolution No. R06-70, stating its intent to utilize the Uniform Method of Collecting Special Assessments; and

**WHEREAS**, in accordance with section 197.3632(4)(b), F.S., Leon County provided notice of the public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat*; and

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

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Levying and Imposing Non-Ad Valorem Assessments.**

The Board finds it is in the best interest of the County to levy, collect, and enforce the special assessments for the sanitary sewer collection system, imposed upon developable single family lots located in the Killearn Lakes Plantation Subdivision, Units 1 and 2, and desires to utilize the Uniform Method of levying and collecting all such assessments pursuant to Chapter 197, F.S..

The non-ad valorem assessments shall now be and are hereby levied and imposed upon all single family lots or parcels of land located within Killearn Lakes Plantation Subdivision, Units 1 and 2. The non-ad valorem assessment shall be imposed per lot per annum until such time as the Board may determine otherwise, commencing October 1, 2024.

**Section 3. Unit of Measurement and Amount of Non-Ad Valorem Assessment.**

The unit of measurement for the non-ad valorem assessments imposed hereby is calculated on a per lot basis. The County finds that the costs associated in having the availability of sanitary sewer are equitably apportioned among those properties directly benefiting therefrom. The amount of the non-ad valorem assessments shall be as follows. Property owners are billed a readiness-to-serve charge in the amount established by the City pursuant to Section 21-402 of the City Code of Ordinances, as may be amended from time to time; and an amount equal to

fifty percent of such charge as established by the City pursuant to Section 21-127 of the City Code of Ordinances, as may be amended from time to time.

**Section 4. Repealer.**

This resolution replaces and supersedes Resolution No. R07-19, which was adopted by the Board on June 26, 2007.

**Section 5. Effective Date.**

This resolution shall have effect upon adoption.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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: \_\_\_\_\_



**LEON COUNTY RESOLUTION NO. R2024-****A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE SANITARY SEWER SERVICE READINESS-TO-SERVE CHARGES ON CERTAIN REAL PROPERTY LOCATED IN THE KILLEARN LAKES PLANTATION SUBDIVISION, UNITS 1 AND 2; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE****RECITALS**

**WHEREAS**, in order to address a long-standing problem of malfunctioning septic tanks due to soil and groundwater conditions in Killearn Lakes Plantation Subdivision, Units 1 and 2 (“Killearn Lakes”), Leon County, Florida (“County”) and the City of Tallahassee (“City”) entered into an Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005 (“Interlocal Agreement”), outlining the roles and responsibilities of the County and the City to support the construction and operation of a central sewage collection system (“Sewer System”) to serve real property located within Killearn Lakes; and

**WHEREAS**, in the Interlocal Agreement the County agreed to construct the Sewer System to serve Killearn Lakes, and the City agreed to accept ownership of the Sewer System for perpetual operation and maintenance; and

**WHEREAS**, the County has completed construction of the Sewer System; and

**WHEREAS**, the City has accepted the Sewer System for perpetual operation and maintenance, and provides sanitary sewer service to the properties located in Killearn Lakes; and

**WHEREAS**, pursuant to the Interlocal Agreement, the City levies a Customer Charge or Readiness-to-Serve Charge for all properties located in Killearn Lakes in order to recover the recurring costs of providing sewer service; and

**WHEREAS**, pursuant to Section 3, paragraph 3 of the Interlocal Agreement, the County has agreed to levy, impose, and collect pursuant to Section 125.01, Florida Statutes (“F.S.”), and in accordance with Section 197.3632, F.S., a special assessment for all developable lots located in Killearn Lakes, for the purpose of providing a mechanism for the collection of annual fees for sewer service, which are limited to a Customer Charge or Readiness to Serve Charge; and

**WHEREAS**, pursuant to section 197.3632(3)(a), F.S., the Board of County Commissioners adopted Resolution No. R06-70 stating the Board’s intent to utilize the uniform method of levying, collecting, and enforcing non-ad valorem assessments (the “Uniform Method”) for the purpose of collecting the full amount of all applicable charges related to sewer services provided in the Killearn Lakes; and

EXHIBIT 1

**WHEREAS**, on July 9, 2024, the Board of County Commissioners adopted Resolution No. R24-\_\_, imposing a non-ad valorem assessment on those real properties located within Killearn Lakes specially benefiting from the Sewer System (Exhibit 1); and

**WHEREAS**, pursuant to the Interlocal Agreement and Resolution No. R24-\_\_, the City provided the County information specifying the applicable service related charges for each parcel served within the Killearn Lakes beginning in fiscal year 2024 and such charges are reflected in Exhibit 2; and

**WHEREAS**, pursuant to section 197.3632(4), F.S., the Board of County Commissioners has reviewed the Killearn Lakes sewer service non-ad valorem assessment roll for conformity with the Resolution imposing the assessments (Exhibit 2); and

**WHEREAS**, the Board wishes to approve and adopt the Killearn Lakes sewer service non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, in accordance with section 197.3632(4)(b), F.S., Leon County provided notice of the public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat*.

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

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Adoption of Non-Ad Valorem Assessment Roll.**

Pursuant to section 197.3632(4), F.S., the County hereby approves and adopts the Killearn Lakes sewer service non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and incorporated herein by reference as if fully set forth below.

**Section 3. Unit of Measurement and Amount of Non-Ad Valorem Assessment.**

The unit of measurement for the Killearn Lakes sewer service non-ad valorem assessment is as set forth in the Resolution imposing the assessments, which is attached hereto as Exhibit 1, and incorporated herein as if fully set forth below. The City has provided the County information specifying the applicable sewer service related charges for each parcel served within Killearn Lakes to be assessed beginning in fiscal year 2025. The amount of the Killearn Lakes sewer service non-ad valorem assessment for each subject parcel of property is as further set forth in Exhibit 2, attached hereto and incorporated herein as if fully set forth below.

The Killearn Lakes sewer service non-ad valorem assessment shall be and is hereby imposed annually commencing October 1, 2024, and continuing each year thereafter until such time as changed or discontinued by the Board.

**Section 4. Certification of Non-Ad Valorem Assessment Roll to Tax Collector.**

The Killearn Lakes sewer service non-ad valorem assessment roll is hereby certified to the Tax Collector for collection in accordance with Florida law.

**Section 5. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 9<sup>th</sup> day of July, 2024.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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: \_\_\_\_\_

**LEON COUNTY RESOLUTION NO. R2024-\_\_\_\_\_****A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, IMPOSING NON-AD VALOREM ASSESSMENTS FOR THE SANITARY SEWER SERVICE READINESS-TO-SERVE CHARGES ON CERTAIN REAL PROPERTY LOCATED IN THE KILLEARN LAKES PLANTATION SUBDIVISION, UNITS 1 AND 2; REPLACING AND SUPERSEDING RESOLUTION NO. R07-19; AND PROVIDING FOR AN EFFECTIVE DATE****RECITALS**

**WHEREAS**, in order to address a long-standing problem of malfunctioning septic tanks due to soil and groundwater conditions in Killearn Lakes Plantation Subdivision, Units 1 and 2 (“Killearn Lakes”), Leon County, Florida (“County”) and the City of Tallahassee (“City”) entered into that certain Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2, dated May 10, 2005 (“Interlocal Agreement”), outlining the roles and responsibilities of the County and the City to support the construction and operation of a central sewage collection system (“Sewer System”) to serve real property located within Killearn Lakes; and

**WHEREAS**, in the Interlocal Agreement the County agreed to construct the Sewer System to serve Killearn Lakes, and the City agreed to accept ownership of the Sewer System for perpetual operation and maintenance; and

**WHEREAS**, the County has completed construction of the Sewer System; and

**WHEREAS**, the City has accepted the Sewer System for perpetual operation and maintenance, and provides sanitary sewer service to the properties located in Killearn Lakes; and

**WHEREAS**, pursuant to the Interlocal Agreement, the City levies a Customer Charge or Readiness-to-Serve Charge for all properties located in Killearn Lakes in order to recover the recurring costs of providing sewer service; and

**WHEREAS**, pursuant to Section 3, paragraph 3 of the Interlocal Agreement, the County has agreed to levy, impose and collect pursuant to Section 125.01, Florida Statutes (“F.S.”), and in accordance with Section 197.3632, F.S., a special assessment for all developable lots located in Killearn Lakes, for the purpose of providing a mechanism for the collection of annual fees for sewer service, which are limited to a Customer Charge or Readiness to Serve Charge; and

**WHEREAS**, the properties located with Killearn Lakes are specially benefited by the Sewer System improvements and shall be equitably assessed the costs of providing such services and improvements; and

EXHIBIT 1

**WHEREAS**, the special assessment is intended to equitably recover the costs associated with maintaining the sewer system, maintaining treatment capacity, and other costs incurred in ensuring that the City’s sewer system is ready to serve such customers when they connect; and

**WHEREAS**, the equitable costs of providing the benefits associated with the Customer Charge or Readiness to Serve Charge per annum per developable lot are set forth in the utility rates adopted by the City pursuant to Sections 21-127 and 21-402 of the City Code of Ordinances;

**WHEREAS**, on December 12, 2006, the Board of County Commissioners of Leon County, Florida adopted Resolution No. R06-70, stating its intent to utilize the Uniform Method of Collecting Special Assessments; and

**WHEREAS**, in accordance with section 197.3632(4)(b), F.S., Leon County provided notice of the public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat*; and

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

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Levying and Imposing Non-Ad Valorem Assessments.**

The Board finds it is in the best interest of the County to levy, collect, and enforce the special assessments for the sanitary sewer collection system, imposed upon developable single family lots located in the Killearn Lakes Plantation Subdivision, Units 1 and 2, and desires to utilize the Uniform Method of levying and collecting all such assessments pursuant to Chapter 197, F.S..

The non-ad valorem assessments shall now be and are hereby levied and imposed upon all single family lots or parcels of land located within Killearn Lakes Plantation Subdivision, Units 1 and 2. The non-ad valorem assessment shall be imposed per lot per annum until such time as the Board may determine otherwise, commencing October 1, 2024.

**Section 3. Unit of Measurement and Amount of Non-Ad Valorem Assessment.**

The unit of measurement for the non-ad valorem assessments imposed hereby is calculated on a per lot basis. The County finds that the costs associated in having the availability of sanitary sewer are equitably apportioned among those properties directly benefiting therefrom. The amount of the non-ad valorem assessments shall be as follows. Property owners are billed a readiness-to-serve charge in the amount established by the City pursuant to Section 21-402 of the City Code of Ordinances, as may be amended from time to time; and an amount equal to

fifty percent of such charge as established by the City pursuant to Section 21-127 of the City Code of Ordinances, as may be amended from time to time.

**Section 4. Repealer.**

This resolution replaces and supersedes Resolution No. R07-19, which was adopted by the Board on June 26, 2007.

**Section 5. Effective Date.**

This resolution shall have effect upon adoption.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Carolyn D. Cummings, 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: \_\_\_\_\_

**EXHIBIT 2**

**SANITARY SEWER SERVICES  
KILLEARN LAKES PLANTATION  
SUBDIVISION, UNITS 1 AND 2  
NON-AD VALOREM ASSESSMENT ROLL**



## CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon County Board of County Comm'rs, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the \_\_\_\_\_ day of July, 2024 year.

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government

\_\_\_\_\_  
Leon County, Florida



**Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes  
Plantation Subdivision Units 1 and 2**

**THIS AGREEMENT**, made and entered into this 10th day of May, 2005, by and between the CITY OF TALLAHASSEE, a Florida municipal corporation (hereinafter referred to as "City"), and LEON COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County").

**WITNESSETH**

**WHEREAS**, the County has determined that it will be the sole local governmental entity to authorize the planning, construction and operation of water systems and sewage disposal systems within the unincorporated area of the County and will provide such services when it deems it appropriate; and

**WHEREAS**, the County has recognized a long-standing problem in Killearn Lakes Plantation Subdivision Units 1 and 2 that septic sewage treatment systems do not function properly due to soil and groundwater conditions and has implemented and funded a construction project to construct a sewage collection system to serve that area; and

**WHEREAS**, the County has determined that it is in the best interests of the citizens of Killearn Lakes Plantation Subdivision Units 1 and 2 that sewer service be provided to the residences in that area, by the City of Tallahassee; and

**WHEREAS**, the County has specifically determined that it is in the best interests of the citizens of Killearn Lakes Plantation Subdivision Units 1 and 2 if City is granted an exclusive sewer franchise to serve Killearn Lakes Plantation Subdivision Units 1 and 2, with conditions thereon; and

**NOW, THEREFORE**, in consideration of the following mutual promises and covenants, and other good and valuable consideration the sufficiency of which is being acknowledged, the City and County hereby agree as follows:

**Section 1. Effective Date.** This Agreement shall commence upon full execution hereof.

**Section 2. Grant of Franchise.** The County does hereby grant unto the City, and the City hereby accepts, an exclusive franchise to provide sewer service to all properties located in Killearn Lakes Plantation Subdivision Units 1 and 2, not previously franchised or served by existing sanitary sewer providers, this franchise being specifically subject to the terms and conditions contained in this Agreement.

**Section 3. Responsibilities of County.**

1. The County shall construct a Sewage Collection System to serve Killearn Lakes Plantation Units 1 and 2. The Sewage Collection System shall be based on "low pressure sewer" design which will convey sewage first to conventional central pumping stations and then to a

connection point on the existing City System to be mutually agreed upon by the City and County.

2. Upon completion of the Sewage Collection System the County shall convey ownership of the completed system to City for perpetual operation and maintenance. The City shall accept ownership of the Sewage Collection System and such acceptance shall not be unreasonably withheld.

3. Should the City exercise its rights under Section 4, paragraph 7 herein, then the County agrees to levy, impose and collect pursuant to Section 125.01, F.S., in accordance with Section 197.3632, F.S., a special assessment for single family lots located in Killlearn Lakes Plantation Units 1 and 2, for the purpose of providing a mechanism for the collection of annual fees for sewer service, which are limited to a Customer Charge or a Readiness To Serve Charge.

#### Section 4. Responsibilities of City.

1. The City shall utilize the completed Sewage Collection System and any other City resources necessary to provide sewer service to all properties within the Franchise area. City shall not be responsible for any of the provisions of this Agreement until such time as City has accepted ownership of the completed Sewage Collection System. The City will not unreasonably withhold acceptance of ownership of the completed Sewage Collection System.

2. The City shall participate in the review of the design and construction of the system to insure compliance with City standards. Such review shall be timely in recognition of the County commitment to have service available as soon as possible.

3. The City agrees to provide financing to individual homeowners for costs the homeowner is required to pay for the connection to the City Sewer System under terms and conditions consistent with City policy at a rate no higher than being charged any other City customer.

4. All City policies, standards, procedures, regulations, rates, fees, and charges for sewer services shall be the same, inside and outside City's corporate limits, with the exception of the Rebate Policy and as more specifically set forth herein. The City shall have the exclusive right to manage and operate its Sewer System in the unincorporated area except as limited by this Agreement.

5. Nothing in this Agreement shall prevent the City from using its general revenues to provide any of its services or financial assistance to any citizen or property owner inside Killlearn Lakes Plantation Units 1 and 2.

6. The City may assess a surcharge of up to 50% on sewer services in accordance with Florida Statutes commencing no sooner than October 1, 2005. Upon termination of the Parks and Recreation Agreement entered into by and between the parties on May 10, 2005 the provisions of this Section 4. paragraph 6. shall expire.

7. The City may levy a Customer Charge or a Readiness to Serve Charge for all properties in Killearn Lakes Plantation Subdivision Units 1 and 2 from the time that the City accepts ownership of the Sewage Collection System and when service first becomes available to properties located within the franchise area.

8. The City shall provide to the County, at its sole expense, and within that time designated by the County, all information and services necessary and consistent with the provisions of Section 197.3632, F.S., in any year in which the special assessment will be levied, imposed or collected pursuant to Section 3, paragraph 3 herein.

9. Nothing herein shall be interpreted to require the City to assume responsibility for individual grinder pumps.

Section 5. Terms of Service.

1. Pursuant to Florida Statutes, any resident with a failed septic system shall be required to connect to the Sewer System.

2. The County shall not issue any permits for new construction unless the structure is connected to the City Sewer System.

3. Any resident desiring to connect to the Sewer System can do so at any time that service is available and that no resident will be required to connect unless as required above.

4. The City will waive the tap-fee for all residents that connect to the Sewer System during the first two years that the system is in operation. Tap fees in effect at the time will be charged for all residents connecting after that time period has elapsed.

5. The City systems charges shall be paid by all residents that connect to the system.

Section 6. Dispute Resolution.

1. The Parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 6. The aggrieved Party shall give written notice to the other Party, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

2. The appropriate City and County department heads shall meet at the earliest opportunity, but in any event within 10 days from the date the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the City Manager and the County Administrator.

3. If the department heads are unable to reconcile the dispute, they shall report their impasse to the City Manager and the County Administrator who shall then convene a meeting at their earliest opportunity, but in any event within 20 days following receipt of the Dispute Notice, to attempt to reconcile the dispute.

4. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the Parties, then 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(c), Florida Rules for Mediators, and shall be selected by the Parties within 10 days following receipt of the Mediation Notice. If agreement on a mediator cannot be reached in that 10-day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the Parties. The costs of the mediator shall be borne equally by the Parties.

5. If an amicable resolution of a dispute has not been reached within 60 calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the Parties, then such dispute may be referred to binding arbitration by either Party. Such arbitration shall be conducted in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).

6. Such arbitration shall be initiated by delivery, from one Party (the "Claimant") to the other (the "Respondent"), of a written demand therefor containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand, shall deliver an answering statement to the Claimant. After the delivery of such statements, either Party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.

7. Within ten (10) days following the delivery of such demand, each Party shall select an arbitrator and shall deliver written notice of that selection to the other. If either Party fails to select an arbitrator within such time, the other Party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government and/or utility related issues.

8. The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48, of the Commercial Arbitration Rules of the American Arbitration Association.

**Section 7. Indemnification.** To the extent permitted by law and subject to the limitations, conditions, and requirements of Section 768.28, Florida Statutes, which the Parties do not waive, each Party agrees to indemnify, defend and hold harmless the other Party, their officials, officers, and employees, from and against all suits, liabilities, damages, costs and expenses, resulting from

or arising out of any acts or omissions by the indemnifying Party, or its officials, officers, or employees, relating in any way to this Agreement. Further, the City agrees to indemnify, defend and hold harmless the County, its officials, officers, and employees, from and against all suits, liabilities, damages, costs and expenses, resulting from or arising out of any and all challenges to any special assessment imposed pursuant to Section 3, paragraph 3 herein.

**Section 8. General Provisions.**

1. **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.

2. **Waiver.** Failure to insist upon strict compliance with any term, covenant or condition of this Agreement shall not be deemed a waiver of it. No waiver or relinquishment of a right or power under this Agreement shall be deemed a waiver of that right or power at any other time.

3. **Modification.** This Agreement shall not be extended, changed or modified, except in writing duly executed by the Parties hereto.

4. **Binding Effect.** This Agreement shall be binding upon the successors and, subject to below, assigns of the Parties hereto.

5. **Assignment.** Because of the unique nature of the relationship between the Parties and the terms of this Agreement, neither Party hereto shall have the right to assign this Agreement or any of its rights or responsibilities hereunder to any third Party without the express written consent of the other Party to this Agreement, which consent shall not unreasonably be withheld.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters contained herein, and all prior agreements or arrangements between them with respect to such matters are superceded by this Agreement.

7. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. **Ambiguity.** This Agreement has been negotiated by the Parties with the advise of counsel and, in the event of an ambiguity herein, such ambiguity shall not be construed against any Party as the author hereof.

9. **Public Bodies.** It is expressly understood between the Parties that the City is a duly incorporated municipal corporation of the State of Florida and that the County is a political subdivision of the State of Florida. Nothing contained herein shall be construed as a waiver or relinquishment by either of the Parties to claim such exemptions, privileges or immunities as may be provided to that Party by law.

10. Force Majeure. A Party shall be excused from performance of an obligation under this Agreement to the extent, and only to the extent, that such performance is affected by a "Force Majeure Event" which term shall mean any cause beyond the reasonable control of the Party affected, except where such Party could have reasonably foreseen and reasonably avoided the occurrence, which materially and adversely affects the performance by such Party of its obligation under this Agreement. Such events shall include, but not be limited to, an act of God, disturbance, hostility, war, or revolution; strike or lockout; epidemic; accident; fire; storm, flood, or other unusually severe weather or act of nature; or any requirements of law.

11. Cost(s) and Attorney Fees. In the event of litigation between the Parties to construe or enforce the terms of this Agreement or otherwise arising out of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the other Party its reasonable costs and attorneys fees incurred in maintaining or defending subject litigation. The term litigation shall include appellate proceedings.

12. Severability. It is intended that each Section of this Agreement shall be viewed as separate and divisible, and in the event that any Section, or Party thereof, shall be held to be invalid, the remaining Sections and parts shall continue to be in full force and effect.

13. Subject to Appropriation. All payment obligations of the Parties as set forth herein shall be subject to appropriation of funding therefore by the applicable legislative bodies; however, failure to appropriate funding adequate to meet such payment obligations shall be deemed a default under this Agreement.

14. Exceptions to Agreement. All provisions of Chapter 18, of the Leon County Code of Laws, not in conflict with the provisions herein, shall remain in full force and effect. The Water and Sewer Agreement entered into by and between Leon County and the City shall not apply and shall have no effect upon the terms and conditions of this Agreement, nor the Franchise granted herein.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representative, have executed this Interlocal Agreement for the Provision of Sewer Service to Killearn Lakes Plantation Subdivision Units 1 and 2 as of the date written above.

LEON COUNTY, FLORIDA

By: 

CLIFF THAE LL, Chairman  
of the Board of County Commissioners

CITY OF TALLAHASSEE,  
FLORIDA

By: 

JOHN B. MARKS, III, Mayor  
of the City of Tallahassee

ATTESTED TO:

By: 

ROBERT B. INZER, Clerk  
Leon County, Florida

ATTESTED TO:

By: 

GARY HERNDON  
City Treasurer-Clerk

APPROVED AS TO FORM:

By: 

HERBERT W.A. THIELE, Esq.  
COUNTY ATTORNEY

APPROVED AS TO FORM:

By: 

JAMES R. ENGLISH, Esq.  
CITY ATTORNEY

## NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida will conduct a public hearing on Tuesday, July 9, 2024, at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, to consider the adoption of a sanitary sewer service assessment rate resolution and sanitary sewer service services non-ad valorem assessment roll on real property in certain areas located within Killearn Lakes Plantation Subdivision Units 1 and 2 that have available sewer service. The purpose of the special assessment is to collect the applicable sanitary sewer readiness-to-serve charges set by the City and imposed on the real properties in Killearn Lakes that have available sewer service (geographic depiction of the property subject to the assessment is set forth below). The City also imposes an additional charge for service outside of the City limits that will be included in the assessment amount. The assessment shall be collected annually by the Leon County Tax Collector.

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](http://www.LeonCountyFL.gov)).

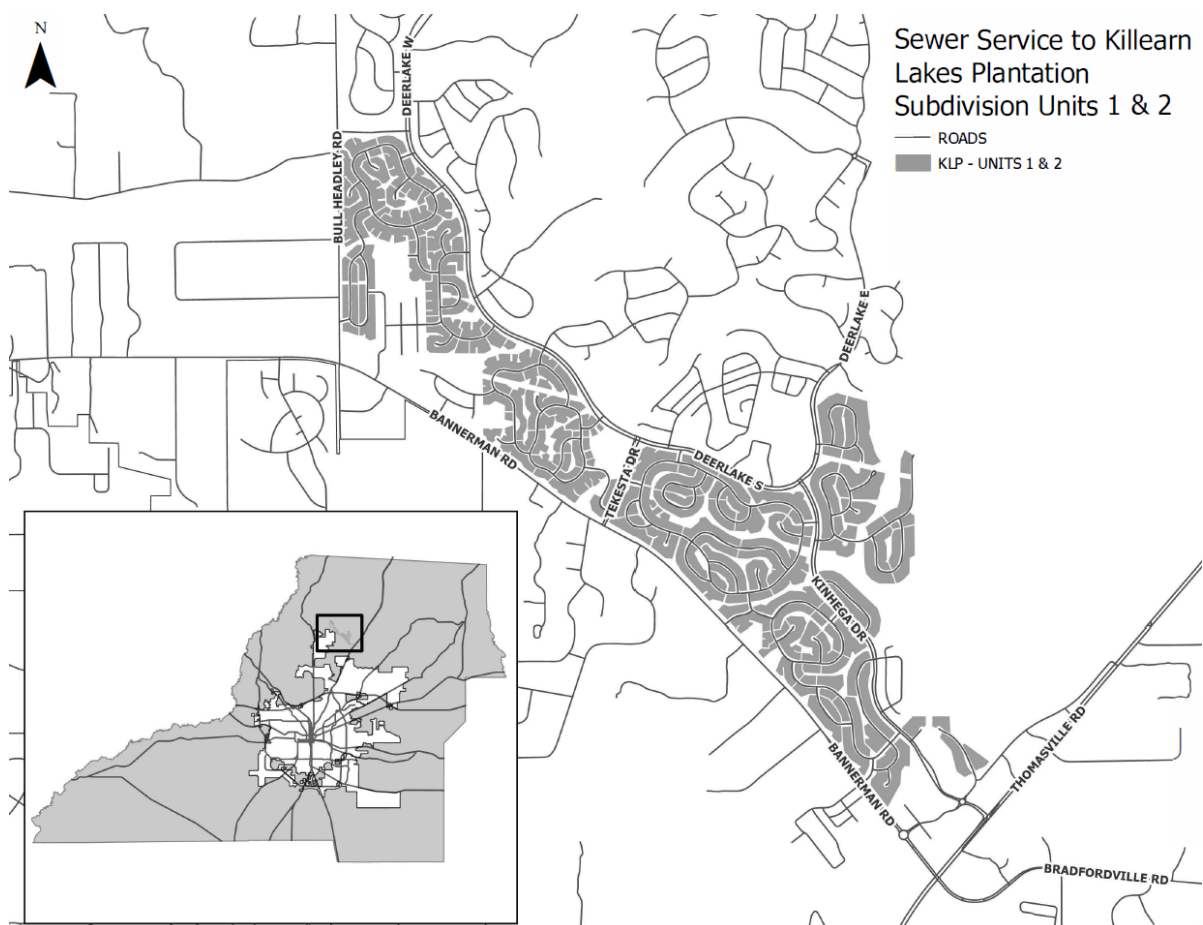
All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Interested parties may also provide virtual real-time public comments during the public hearing. Interested parties wishing to provide virtual real-time public comments must complete and submit the registration form provided at <https://www2.leoncountyfl.gov/coadmin/agenda/> by 8:00 p.m. on Monday, July 8, 2024. Following submittal of the registration form, further instructions for participating in the meeting will be provided. Persons needing assistance with registering or providing real-time comments may contact County Administration via telephone at (850) 606-5300. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: June 14, 2024





**Leon County  
Board of County Commissioners**


**Notes for Agenda Item #26**

# Leon County Board of County Commissioners

## Agenda Item #26

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator 

**Title:** First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 16 of the Leon County Code of Laws Related to Parking

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator<br>Chasity O'Steen, County Attorney   |
| <b>Department/ Division Review:</b> | Ken Morris, Assistant County Administrator<br>Ben Pingree, Assistant County Administrator<br>Brent Pell, Director, Public Works                             |
| <b>Lead Staff/ Project Team:</b>    | Charles Wu, Director, Engineering Services, Public Works<br>Tim Barden, Administrative Services Manager<br>Kyle L. Kemper, Senior Assistant County Attorney |

### **Statement of Issue:**

This item requests the Board conduct the first and only public hearing to consider adopting a proposed Ordinance to amend Chapter 16 of the Leon County Code of Laws to add Article VI related to parking. The County is authorized under Florida law to adopt an Ordinance permitting angle parking on its roads.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing to consider adopting the proposed Ordinance amending Chapter 16 of the Leon County Code of Laws to add Article VI related to parking (Attachment #1).

## **Report and Discussion**

### **Background:**

This item requests the Board conduct the first and only public hearing to consider adopting a proposed Ordinance to amend Chapter 16 of the Leon County Code of Laws to add Article VI related to parking. The County is authorized under Florida law to adopt an Ordinance permitting angle parking on its roads. At its June 11, 2024 meeting, the Board scheduled the public hearing for this amendment for July 9, 2024.

In adopting Chapter 316, Florida Statutes (Florida Uniform Traffic Control Law), the Florida Legislature intended to develop uniform traffic laws that apply throughout the State and within its counties and municipalities. However, the Legislature has authorized counties and municipalities to adopt additional traffic ordinances on certain matters, such as angle parking in roadways.

### **Analysis:**

The Florida Uniform Traffic Control Law generally regulates traffic control laws on a statewide basis. However, local governments are allowed to impose some regulations on streets and highways under their jurisdiction. Pursuant to Section 316.195, Florida Statutes (F.S.), angle parking is one such area that local governments may regulate. The County, like municipalities and other counties, is authorized to permit angle parking on its roadways upon the adoption of an ordinance. The City of Tallahassee allows angle parking on City roads. Ch., 20, Sec. 20-73, Code of General Ordinances of the City of Tallahassee, Florida.

Generally, there are three types of roadside parking spaces – parallel, perpendicular, and angle. Angle parking occurs where the parking spaces are arranged at an acute angle to or from the direction of approach. Head-in angle parking allows the driver to enter the space easily and later back out, whereas back-in angle parking requires the driver to reverse into the parking space. Angle parking offers traffic and safety benefits. The turn is gentler than parallel street parking, allowing a driver to pull in or back into the parking space easily and quickly. With head-in angle parking, the driver need not come to a complete stop prior to parking, resulting in minimal disruption to the flow of traffic. Back-in angle parking requires the driver to pull slightly beyond the parking space and reverses in, but this type of parking provides better visibility when exiting and eliminates the difficulty some drivers have backing into moving traffic, especially on busy roads. Further, a row of parked cars provides a buffer between pedestrians on the sidewalk and vehicular traffic. Another advantage with angle parking is that it allows more parking spaces than could otherwise be used for parallel parking.

If adopted after a public hearing, the proposed Ordinance will allow the County to permit angle parking on County roads at locations where the County posts signage or markings. Such action will provide traffic and safety benefits on applicable County roads.

This public hearing has been noticed and advertised in accordance with Florida Statutes (Attachment #2). In accordance with Section 125.66(3)(c)1, F.S., a business impact estimate is not needed because the proposed ordinance is required for compliance with Section 316.195(3),

Title: First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 16 of the Leon County Code of Laws Related to Parking

July 9, 2024

Page 3

---

F.S. This item recommends adoption of the Ordinance (Attachment #1) permitting angle parking on County roads.

**Options:**

1. Conduct the first and only public hearing to consider adopting the proposed Ordinance amending Chapter 16 of the Leon County Code of Laws to add Article VI related to parking (Attachment #1).
2. Do not conduct the first and only public hearing to consider adopting the proposed Ordinance amending Chapter 16 of the Leon County Code of Laws related to parking.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Ordinance amending Chapter 16 of the Leon County Code of Laws to add Article VI related to parking.
2. Notice of Public Hearing.

**LEON COUNTY ORDINANCE NO.**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 16 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; ADOPTING ARTICLE VI ENTITLED “PARKING”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, Board of County Commissioners of Leon County, Florida (“Board”), is invested with the general superintendence and control of the county roads and structures within Leon County, Florida (the “County”); and

WHEREAS, it is the intent of this Ordinance to promote efficiency and maintenance of county roads in a clean and safe condition and to preserve the safety of children and other pedestrians and traffic safety generally; and

WHEREAS, pursuant to Section 316.195(3), Florida Statutes (2024), the Board may, by ordinance, permit angle parking on any Roadway under the County’s public road jurisdiction; and

WHEREAS, the Board desires to enact an ordinance adopting Article VI of Chapter 16 of the Leon County Code of Laws, relating to parking;

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

**Section 1. Amendments to Code.**

Chapter 16 of the Code of Laws of Leon County, Florida, is hereby amended by adopting Article VI, to read as follows:

**ARTICLE VI. - PARKING**

**Sec. 16-207. – Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*County Road System* shall be as defined in Section 334.03(8), Florida Statutes (2024).

*Park* or *Parking* shall be as defined in Section 316.003(55), Florida Statutes (2024).

*Roadway* shall be as defined in Section 316.003(73), Florida Statutes (2024).

1 *Vehicle* shall be as defined in Section 316.003(108), Florida Statutes (2024).  
2

3 **Sec. 16-208. – Angle Parking.**  
4

5 Where duly authorized signs or parking space markings provide notice of angle parking on any  
6 Roadway within the County Road System, no person shall Park a Vehicle contrary to such marked  
7 space or allow such Vehicle to obstruct others from Parking as directed.  
8

9 This section shall not apply to County Sheriff's Vehicles, City of Tallahassee Police Vehicles,  
10 State Highway Patrol Vehicles, or other law enforcement Vehicles, fire and other emergency  
11 Vehicles, including ambulances, for purposes of conducting law enforcement business or responding  
12 to an emergency or fire.  
13

14 **Section 2. Conflicts.**  
15

16 All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby  
17 repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon  
18 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this  
19 Ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.  
20

21 **Section 3. Severability.**  
22

23 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of  
24 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and  
25 portions of this Ordinance shall remain in full force and effect.  
26

27 **Section 4. Applicability.**  
28

29 This Ordinance shall apply to and be effective countywide in the unincorporated and  
30 incorporated area of Leon County.  
31

32 **Section 5. Effective Date.**  
33

34 This Ordinance shall take effect upon being filed with the Florida Department of State.

35 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
36 Florida, this 9th day of July, 2024.  
37

38 LEON COUNTY, FLORIDA  
39  
40

41 By: \_\_\_\_\_  
42 Carolyn D. Cummings, Chair  
43 Board of County Commissioners  
44

1 ATTESTED BY:  
2 Gwendolyn Marshall Knight, Clerk of  
3 Court & Comptroller, Leon County, Florida

4  
5  
6 By:\_\_\_\_\_

7  
8  
9 APPROVED AS TO FORM:  
10 Chasity H. O’Steen, County Attorney  
11 Leon County Attorney’s Office

12  
13  
14 By:\_\_\_\_\_

# NOTICE OF PUBLIC HEARING NOTICE OF AMENDMENT TO CHAPTER 16 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA

Notice is hereby given that the Board of County Commissioners of Leon County, Florida, will conduct a public hearing on Tuesday, July 9, 2024, 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 an ordinance entitled to wit:

## **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 16 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; ADOPTING ARTICLE VI ENTITLED “PARKING”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Leon County will also broadcast the public hearing on Comcast channel 16, the Leon County Florida channel on Roku, the County’s Facebook page (<https://www.facebook.com/LeonCountyFL/>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and website ([www.LeonCountyFL.gov](http://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, July 8, 2024. 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 Chair, Mathieu Cavell at Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301 or [CMR@leoncountyfl.gov](mailto: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 Ordinance 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 Ordinance by other means, such as email, mail, or facsimile transmittal, contact County Administration at (850) 606-5300.



Advertise: June 24, 2024

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #27**

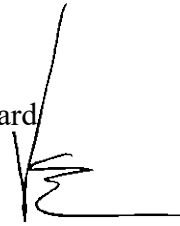
# Leon County Board of County Commissioners

## Agenda Item #27

July 9, 2024

**To:** Honorable Chair and Members of the Board

**From:** Vincent S. Long, County Administrator



**Title:** Conduct the First and Only TEFRA Public Hearing and Adopt the Resolution to Authorize the Refunding of Certain Orange County Health Facilities Authority Revenue Bonds, Relating in Part for the Benefit of Westminster Oaks, located in Leon County

|                                     |   |
|-------------------------------------|---|
| <b>Review and Approval:</b>         | Vincent S. Long, County Administrator   |
| <b>Department/ Division Review:</b> | Chasity H. O'Steen, County Attorney<br>Ken Morris, Assistant County Administrator |
| <b>Lead Staff/ Project Team:</b>    | Roshaunda Bradley, Director, Office of Management and Budget                      |

### **Statement of Issue:**

This item seeks Board approval of a Resolution to authorize the refunding of certain Orange County Health Facilities Authority Revenue Bonds, relating in part for the benefit of Westminster Oaks located in Leon County.

### **Fiscal Impact:**

This item has no fiscal impact. The Revenue Bonds to be refunded were issued by the Orange County Health Facilities Authority, and no Leon County revenue or assets were used to secure this debt. The proposed future conduit financing will not result in any obligation of the County, and the County will not be liable in connection with the issuance of such bonds or the financing or refinancing of the associated project.

### **Staff Recommendation:**

Option #1: Conduct the first and only TEFRA public hearing and approve the Resolution to authorize the future refunding of Orange County Health Authority Revenue Bonds Series 2014, relating in part for the benefit of Westminster Oaks (Attachment #1).

Title: Conduct the First and Only TEFRA Public Hearing and Adopt the Resolution to Authorize the Refunding of Certain Orange County Health Facilities Authority Revenue Bonds, Relating in Part for the Benefit of Westminster Oaks, located in Leon County

July 9, 2024

Page 2

---

## Report and Discussion

### **Background:**

This item seeks Board approval of a Resolution to authorize the refunding of certain Orange County Health Facilities Authority Revenue Bonds, relating in part for the benefit of Westminster Oaks located in Leon County.

Presbyterian Retirement Communities, Inc. (PRC), Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc., and Westminster Shores, Inc. (collectively, the “Obligated Group”), are all not-for-profit corporations organized and existing under the laws of the State of Florida. The Obligated Group owns and operates continuing care retirement facilities throughout the State of Florida. PRC owns Westminster Oaks, a 441-residential-unit, 84 assisted-living-unit, and 120-skilled-nursing-bed continuing care retirement community, located in Leon County, Florida.

In November 2021, PRC requested that Leon County enter into an interlocal agreement with various public agencies that have PRC projects within their jurisdictions to refinance bond issuances and allow for the financing of future projects within these same jurisdictions (Interlocal Agreement). On December 14, 2021, the Board approved the Interlocal Agreement (Attachment #2). The Obligated Group has requested that financing of the Project be from debt issued by the Orange County Health Facilities Authority (the “Issuer”) in conjunction with the interlocal agreement of which Leon County is a party.

Recently, PRC notified the County of the Obligated Group’s desire to finance, refinance, and reimburse the cost of acquisition, construction, improvement, and equipping various continuing care retirement communities owned, operated, and maintained by the Obligated Group, including Westminster Oaks. The Obligated Group desires to (i) refund the outstanding Orange County Health Facilities Authority Revenue Bonds (Presbyterian Retirement Communities Project), Series 2014 (which financed or refinanced capital improvements at Westminster Oaks), and refund the outstanding Polk County Industrial Development Authority Health Care Facilities Revenue Bond (Florida Presbyterian Homes Project), Series 2010A and Series 2015 (collectively, the “Refunded Bonds”); and (ii) reimburse and finance certain capital expenditures for infrastructure replacements, updates, and other capital improvements to facilities located in counties other than Leon County (together with the refunding described in clause (i) above, the “Project”).

The Issuer has received an application from PRC requesting that the Issuer issue new revenue bonds in an amount not to exceed \$95,000,000 to refinance and finance the Project. Pursuant to Internal Revenue Service (IRS) rules, TEFRA public hearings are required to be held by local governments prior to the issuance of eligible tax-exempt debt by non-profit organizations. Notice of the TEFRA hearing was published on June 23, 2024, as required by law (Attachment #3).

Title: Conduct the First and Only TEFRA Public Hearing and Adopt the Resolution to Authorize the Refunding of Certain Orange County Health Facilities Authority Revenue Bonds, Relating in Part for the Benefit of Westminster Oaks, located in Leon County

July 9, 2024

Page 3

---

**Analysis:**

The Obligated Group seeks Board approval of a Resolution to authorize the refunding of certain Orange County Health Facilities Authority Revenue Bonds, relating in part for the benefit of Westminster Oaks, located in Leon County, pursuant to the Interlocal Agreement.

Pursuant to Internal Revenue Service rules, TEFRA public hearings are required to be held by local governments prior to the issuance of eligible tax-exempt debt by non-profit organizations. The Revenue Bonds were issued by the Orange County Health Facilities Authority, and no Leon County revenue or assets were used to secure this debt. The proposed future conduit financing will not result in any obligation of the County, and the County will not be liable in connection with the issuance of such bonds or the financing or refinancing of the associated project.

**Options:**

1. Conduct the first and only TEFRA public hearing and approve the Resolution to authorize the future refunding of Orange County Health Authority Revenue Bonds Series 2014, relating in part for the benefit of Westminster Oaks (Attachment #1).
2. Do not conduct the first and only TEFRA public hearing and do not approve the Resolution to authorize the future refunding of Orange County Health Authority Revenue Bonds Series.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Resolution to Authorize the Orange County Health Facilities Authority Revenue Bonds Series 2024 for Presbyterian Retirement Communities and Future Conduit Financing.
2. Interlocal Agreement between Public Agencies (City of Brandon, Florida; Board of County Commissioners of Leon County, Florida; the Orange County Health Facilities Authority; the St. Johns County Industrial Development Authority; and the City of St. Petersburg Health Facilities Authority).
3. Published TEFRA Notice and Proof of Publication.

RESOLUTION NO. 2024-\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA RELATING TO THE ISSUANCE BY ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS REVENUE BONDS FOR THE BENEFIT OF PRESBYTERIAN RETIREMENT COMMUNITIES, INC. AND CERTAIN OTHER CORPORATIONS AFFILIATED WITH IT PURSUANT TO AN EXISTING INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA AND OTHER PUBLIC BODIES; GRANTING HOST APPROVAL PURSUANT TO THE INTERNAL REVENUE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Constitution and laws of the State of Florida, including Chapter 125, Florida Statutes, as amended, Chapter 159, Part II, Florida Statutes, as amended, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, as amended, and other applicable provisions of law.

SECTION 2. FINDINGS.

A. Presbyterian Retirement Communities, Inc. (“PRC”), Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc. and Westminster Shores, Inc. (collectively, the “Obligated Group”) each has represented that it is a not-for-profit corporation organized and existing under the laws of the State of Florida and is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). PRC has represented that (i) additional not-for-profit corporations which are organizations described in Section 501(c)(3) of the Code and which are affiliated with PRC may be added to the Obligated Group and (ii) Florida Presbyterian Homes, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida and described in Section 501(c)(3) of the Code, is expected to become a member of the Obligated Group upon the issuance of the Bonds defined below.

B. PRC owns a 414-residential-unit, 84-assisted-living-unit and 120-skilled-nursing-bed continuing care retirement community, located at 4449 Meandering Way, Tallahassee, Florida (“Westminster Oaks”), which is within the jurisdiction of Leon County, Florida (the “County”).

C. The Obligated Group desires to finance, refinance and reimburse the cost of acquisition, construction, improvement and equipping various continuing care retirement communities owned, operated and maintained by the Obligated Group, including Westminster Oaks. The Obligated Group desires to (i) refund the outstanding Orange County Health Facilities Authority Revenue Bonds (Presbyterian Retirement Communities Project), Series 2014 (which financed or refinanced capital improvements at Westminster Oaks) and refund the outstanding Polk County Industrial Development Authority Health Care Facilities Revenue Bond (Florida Presbyterian Homes Project), Series 2010A and Series 2015 (collectively, the “Refunded Bonds”); and (ii) reimburse and finance certain capital expenditures for infrastructure replacements, updates and other capital improvements to facilities located

in counties other than the County (together with the refunding described in clause (i) above, the “Project”). The Obligated Group further has requested that financing of the Project be from debt issued by the Orange County Health Facilities Authority (the “Issuer”) in conjunction with that certain interlocal agreement dated as of November 14, 2021 among the Issuer, the Board of County Commissioners of Leon County, Florida (the “Board”) and other public entities, relating to bonds issued for the benefit of the Obligated Group.

D. The Obligated Group represents that the Issuer has received an application from PRC requesting that the Issuer issue not to exceed \$95,000,000 of the Issuer’s Revenue Bonds (Presbyterian Retirement Communities Obligated Group Project), Series 2024 (in one or more installments or series pursuant to a plan of financing, the “Bonds”) to refinance and finance (including reimbursement) the Project.

E. In order to satisfy the requirements of Section 147(f) of the Code, a public hearing was held by the Board on the date hereof upon reasonable public notice published in a newspaper of general circulation in the County no less than seven days prior to the scheduled date of such public hearing, at which hearing members of the public were offered reasonable opportunity to be heard on all matters pertaining to the Project and to the issuance of the Bonds. The public hearing provided a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed issuance of the Bonds and the use of the proceeds therefrom on the Project, and was held in a location which, under the facts and circumstances, was convenient for residents of the County. The notice was reasonably designed to inform residents of the County of the proposed issue, stated that the issuer of the Bonds would be the Issuer, stated the time and place for the hearing, and contained the information required by the Code. The seven-day period was adequate for notice to be brought to the attention of all interested persons and provided sufficient time for interested persons to prepare for and express their views at such hearing and meeting.

F. The Board has made no investigation as to the creditworthiness of the Obligated Group or as to the investment quality of the Bonds and neither the investors, the underwriters or the Issuer should rely upon the Board with regard to any such determinations. The Board has not reviewed nor participated in the preparation of any offering materials with respect to the issuance of the Bonds by the Issuer.

SECTION 3. AUTHORIZATION OF FINANCING OF THE PROJECT. The financing of the Project through the issuance of the Bonds by the Issuer is hereby approved for the purposes of satisfaction of Section 147(f) of the Code, including host approval per Section 147(f)(2) of the Code.

SECTION 4. IMPACT OF PROJECT. Based solely upon the representation of PRC, the County has coped, and will be able to continue to cope, satisfactorily with the impact of the Project that is located in the County and will be able to provide, or cause to be provided when needed, the public facilities in the County, including utilities and public services, that are necessary for such Project. Notwithstanding any provisions to the contrary contained herein, the County will not incur any obligation (financial or otherwise) to provide such public facilities, utilities and services by virtue of this Resolution.

SECTION 5. NO ENDORSEMENT. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Obligated Group or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds or (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds; and the Board shall not be construed by reason of adoption of this Resolution to make any such endorsement, finding or recommendation or to have waived any right of the Board or estopping the Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Board of the issuance of the Bonds by the Issuer

shall not be construed to obligate the Board to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the financing or refinancing of the Project, and the Issuer shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 9<sup>th</sup> day of July, 2024.

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Carolyn D. Cummings  
Chair

ATTEST:  
Gwendolyn Marshall Knight  
Clerk of Court and Comptroller  
Leon County, Florida

By: \_\_\_\_\_  
Clerk

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Chasity H. O'Steen  
County Attorney



Prepared by, record and return to:  
Irvin M. Weinstein, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207  
07429

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this "Agreement") dated as of November 14, 2021 entered into by and among the **CITY OF BRADENTON** ("Bradenton"), the **BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA** ("Leon County"), the **ORANGE COUNTY HEALTH FACILITIES AUTHORITY** ("OCHFA"), the **ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** ("SJCIDA"), and the **CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY** ("SPHFA").

### R E C I T A L S :

Bradenton is a municipal corporation organized and existing under the laws of the State of Florida (the "State"). Leon County is a political subdivision of the State and a public body corporate and politic. OCHFA is a public body corporate and politic created and existing under the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes (the "Health Law"). SJCIDA is a public body corporate and politic created and existing under Chapter 159, Part III, Florida Statutes. SPHFA is a public body corporate and politic created and existing under the Health Law. All of the parties hereto are public agencies within the meaning of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (the "Interlocal Act"). Bradenton, Leon County, OCHFA, SJCIDA, SPHFA, and any other such public agency that may join this Agreement in the future are collectively referred to herein as the "Public Agencies" and each as a "Public Agency."

The Obligated Group (as defined below) has represented that Presbyterian Retirement Communities, Inc., Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc., and Westminster Shores, Inc., each a not-for-profit corporation organized and existing under the laws of the State (together with any other not-for-profit corporations affiliated therewith which become a member of the obligated group financing under the Amended and Restated Master Trust Indenture dated as of August 1, 2010, as it may be amended from time to time, collectively, the "Obligated Group"), taken together maintain continuing care retirement community facilities within the jurisdiction of each of the Public Agencies.

Any of the Public Agencies may agree at the request of the Obligated Group to issue bonds or other evidence of indebtedness (collectively, the "Bonds") under the authority of Chapter 159, Part II and Part III or the Health Law (as amended, collectively, the "Bond Acts"). The Bonds will be issued from time to time under the authority documented and agreed to herein for the purposes of financing or refinancing qualifying projects under any of the Bond Acts (each, a

Prepared by, record and return to:  
Irvin M. Weinstein, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207  
02429

### INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this “Agreement”) dated as of November 14, 2021 entered into by and among the **CITY OF BRADENTON** (“Bradenton”), the **BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA** (“Leon County”), the **ORANGE COUNTY HEALTH FACILITIES AUTHORITY** (“OCHFA”), the **ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (“SJCID”), and the **CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY** (“SPHFA”).

#### **RECITALS:**

Bradenton is a municipal corporation organized and existing under the laws of the State of Florida (the “State”). Leon County is a political subdivision of the State and a public body corporate and politic. OCHFA is a public body corporate and politic created and existing under the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes (the “Health Law”). SJCIDA is a public body corporate and politic created and existing under Chapter 159, Part III, Florida Statutes. SPHFA is a public body corporate and politic created and existing under the Health Law. All of the parties hereto are public agencies within the meaning of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (the “Interlocal Act”). Bradenton, Leon County, OCHFA, SJCIDA, SPHFA, and any other such public agency that may join this Agreement in the future are collectively referred to herein as the “Public Agencies” and each as a “Public Agency.”

The Obligated Group (as defined below) has represented that Presbyterian Retirement Communities, Inc., Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc., and Westminster Shores, Inc., each a not-for-profit corporation organized and existing under the laws of the State (together with any other not-for-profit corporations affiliated therewith which become a member of the obligated group financing under the Amended and Restated Master Trust Indenture dated as of August 1, 2010, as it may be amended from time to time, collectively, the “Obligated Group”), taken together maintain continuing care retirement community facilities within the jurisdiction of each of the Public Agencies.

Any of the Public Agencies may agree at the request of the Obligated Group to issue bonds or other evidence of indebtedness (collectively, the “Bonds”) under the authority of Chapter 159, Part II and Part III or the Health Law (as amended, collectively, the “Bond Acts”). The Bonds will be issued from time to time under the authority documented and agreed to herein for the purposes of financing or refinancing qualifying projects under any of the Bond Acts (each, a

**DOC # 20220010010**

01/05/2022 12:03 PM Page 1 of 10

Rec Fee: \$86.50

Deed Doc Tax: \$0.00

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

Prepared by, record and return to:  
Irvin M. Weinstein, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207  
07429

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this “Agreement”) dated as of November 14, 2021 entered into by and among the **CITY OF BRADENTON** (“Bradenton”), the **BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA** (“Leon County”), the **ORANGE COUNTY HEALTH FACILITIES AUTHORITY** (“OCHFA”), the **ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (“SJCIDA”), and the **CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY** (“SPHFA”).

### R E C I T A L S :

Bradenton is a municipal corporation organized and existing under the laws of the State of Florida (the “State”). Leon County is a political subdivision of the State and a public body corporate and politic. OCHFA is a public body corporate and politic created and existing under the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes (the “Health Law”). SJCIDA is a public body corporate and politic created and existing under Chapter 159, Part III, Florida Statutes. SPHFA is a public body corporate and politic created and existing under the Health Law. All of the parties hereto are public agencies within the meaning of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (the “Interlocal Act”). Bradenton, Leon County, OCHFA, SJCIDA, SPHFA, and any other such public agency that may join this Agreement in the future are collectively referred to herein as the “Public Agencies” and each as a “Public Agency.”

The Obligated Group (as defined below) has represented that Presbyterian Retirement Communities, Inc., Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc., and Westminster Shores, Inc., each a not-for-profit corporation organized and existing under the laws of the State (together with any other not-for-profit corporations affiliated therewith which become a member of the obligated group financing under the Amended and Restated Master Trust Indenture dated as of August 1, 2010, as it may be amended from time to time, collectively, the “Obligated Group”), taken together maintain continuing care retirement community facilities within the jurisdiction of each of the Public Agencies.

Any of the Public Agencies may agree at the request of the Obligated Group to issue bonds or other evidence of indebtedness (collectively, the “Bonds”) under the authority of Chapter 159, Part II and Part III or the Health Law (as amended, collectively, the “Bond Acts”). The Bonds will be issued from time to time under the authority documented and agreed to herein for the purposes of financing or refinancing qualifying projects under any of the Bond Acts (each, a

Prepared by, record and return to:  
Irvin M. Weinstein, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207  
07429

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this “Agreement”) dated as of November 14, 2021 entered into by and among the **CITY OF BRADENTON** (“Bradenton”), the **BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA** (“Leon County”), the **ORANGE COUNTY HEALTH FACILITIES AUTHORITY** (“OCHFA”), the **ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (“SJCID”), and the **CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY** (“SPHFA”).

### R E C I T A L S :

Bradenton is a municipal corporation organized and existing under the laws of the State of Florida (the “State”). Leon County is a political subdivision of the State and a public body corporate and politic. OCHFA is a public body corporate and politic created and existing under the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes (the “Health Law”). SJCIDA is a public body corporate and politic created and existing under Chapter 159, Part III, Florida Statutes. SPHFA is a public body corporate and politic created and existing under the Health Law. All of the parties hereto are public agencies within the meaning of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (the “Interlocal Act”). Bradenton, Leon County, OCHFA, SJCIDA, SPHFA, and any other such public agency that may join this Agreement in the future are collectively referred to herein as the “Public Agencies” and each as a “Public Agency.”

The Obligated Group (as defined below) has represented that Presbyterian Retirement Communities, Inc., Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc., and Westminster Shores, Inc., each a not-for-profit corporation organized and existing under the laws of the State (together with any other not-for-profit corporations affiliated therewith which become a member of the obligated group financing under the Amended and Restated Master Trust Indenture dated as of August 1, 2010, as it may be amended from time to time, collectively, the “Obligated Group”), taken together maintain continuing care retirement community facilities within the jurisdiction of each of the Public Agencies.

Any of the Public Agencies may agree at the request of the Obligated Group to issue bonds or other evidence of indebtedness (collectively, the “Bonds”) under the authority of Chapter 159, Part II and Part III or the Health Law (as amended, collectively, the “Bond Acts”). The Bonds will be issued from time to time under the authority documented and agreed to herein for the purposes of financing or refinancing qualifying projects under any of the Bond Acts (each, a

Prepared by, record and return to:  
Irvin M. Weinstein, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207  
07429

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (this “Agreement”) dated as of November 14, 2021 entered into by and among the **CITY OF BRADENTON** (“Bradenton”), the **BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA** (“Leon County”), the **ORANGE COUNTY HEALTH FACILITIES AUTHORITY** (“OCHFA”), the **ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (“SJCIDA”), and the **CITY OF ST. PETERSBURG HEALTH FACILITIES AUTHORITY** (“SPHFA”).

### R E C I T A L S :

Bradenton is a municipal corporation organized and existing under the laws of the State of Florida (the “State”). Leon County is a political subdivision of the State and a public body corporate and politic. OCHFA is a public body corporate and politic created and existing under the Health Facilities Authorities Law, Chapter 154, Part III, Florida Statutes (the “Health Law”). SJCIDA is a public body corporate and politic created and existing under Chapter 159, Part III, Florida Statutes. SPHFA is a public body corporate and politic created and existing under the Health Law. All of the parties hereto are public agencies within the meaning of the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (the “Interlocal Act”). Bradenton, Leon County, OCHFA, SJCIDA, SPHFA, and any other such public agency that may join this Agreement in the future are collectively referred to herein as the “Public Agencies” and each as a “Public Agency.”

The Obligated Group (as defined below) has represented that Presbyterian Retirement Communities, Inc., Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc., and Westminster Shores, Inc., each a not-for-profit corporation organized and existing under the laws of the State (together with any other not-for-profit corporations affiliated therewith which become a member of the obligated group financing under the Amended and Restated Master Trust Indenture dated as of August 1, 2010, as it may be amended from time to time, collectively, the “Obligated Group”), taken together maintain continuing care retirement community facilities within the jurisdiction of each of the Public Agencies.

Any of the Public Agencies may agree at the request of the Obligated Group to issue bonds or other evidence of indebtedness (collectively, the “Bonds”) under the authority of Chapter 159, Part II and Part III or the Health Law (as amended, collectively, the “Bond Acts”). The Bonds will be issued from time to time under the authority documented and agreed to herein for the purposes of financing or refinancing qualifying projects under any of the Bond Acts (each, a

“Project”). Any Public Agency that issues Bonds in various series from time to time as authorized hereunder is referred to herein as an “Issuer.”

In consideration of the mutual promises contained herein, and based solely upon information provided by the Obligated Group, the parties hereto agree as follows:

1. Any Issuer may, upon finding that all applicable provisions of law have been complied with, agree to issue Bonds under the authority granted herein by the Public Agencies. The proceeds of any such Bonds will be used for a Project.

2. The Bonds shall be issued pursuant to the provisions of the applicable Bond Acts. The Issuer of any such Bonds shall assume responsibility prior to issuing such Bonds for determining compliance with provisions of the applicable Bond Acts, including but not limited to, the criteria set forth in Section 159.29, Florida Statutes, as amended.

3. It is recognized that the capital improvements to be financed, refinanced, and reimbursed are for facilities which have been or will be acquired, constructed, improved, and equipped and are located within some or all of the respective jurisdictions of the Public Agencies.

4. The Bonds authorized hereby shall be limited obligations of such Issuer payable solely from the revenues received from the Obligated Group and as otherwise provided in the financing documents for the Bonds. The Bonds shall not constitute a debt, liability, or obligation of the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, or the State or any other political subdivision thereof; and the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, and the State and any other political subdivision thereof shall not be liable thereon nor in any event shall the Bonds or the interest thereon be payable out of the funds or property other than those received from the Obligated Group and as otherwise described in the financing documents for the Bonds. Any Bonds issued in accordance herewith from time to time shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation of the laws of the State. The Bonds shall not, directly or indirectly, obligate the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, or the State or any other political subdivision thereof to levy any form of taxation therefor or to make any appropriations for their payment; and the Bonds shall not constitute a charge against the general credit or taxing powers of the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, or the State or any other political subdivision thereof. OCHFPA, SJCIDA and SPHFA have no taxing power.

5. The Issuer thereof shall take all actions it deems necessary or appropriate in connection with the issuance of such Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to each bond indenture related to any such Bonds. Upon the issuance of the Bonds the Obligated Group shall notify in writing each Public Agency (other than the Issuer) of the issuance of such Bonds, together with a description of the Project financed or refinanced thereby.

6. None of the Public Agencies hereto shall be liable for the costs of issuing the Bonds or the costs incurred by any of them in connection with the preparation, review, execution or approval of this Agreement or any documentation or opinions required to be delivered in connection therewith by the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg or the State or any other political subdivision thereof or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other monies of the Obligated Group, and the Obligated Group is responsible for all such costs and fees.

7. The Obligated Group, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the Public Agencies, Orange County, St. Johns County, the City of St. Petersburg, and their respective elected and appointed officials, members, officers, employees, attorneys and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds.

8. Upon filing as hereinafter provided, this Agreement will remain in full force and effect from the date of its execution, until such time as it is terminated by any party hereto upon 10 days advance written notice to the other parties hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds issued from time to time in accordance herewith remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict any party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which any party hereto may choose to finance or refinance.

9. It is agreed that this Agreement shall be filed by the Obligated Group or its authorized agent or representative with the Clerks of the Circuit Courts of Leon, Manatee, Orange, Pinellas and St. Johns Counties, all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed.

10. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of any express provisions of law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

11. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Obligated Group or the financial viability of any Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to a Project; and the Public Agencies shall not be construed by reason of their execution and delivery of this Agreement to make any such endorsement, finding, recommendation or approval, to have waived any right of the parties hereto or estopping the parties hereto from asserting any rights or responsibilities they may have in such

regard. Further, with respect to any Bonds issued by an Issuer, any future approval of such Bonds by the Board of County Commissioners of Orange County or of St. Johns County or the City Council of the City of St. Petersburg or by any of the elected officials, shall not be construed to obligate any public agency or elected official to incur any liability, pecuniary or otherwise, in connection with either the issuance of such Bonds or the refinancing, reimbursing and financing of the acquisition and construction of any Project.

12. This Agreement shall be construed and governed by the laws of the State.

13. This Agreement may be executed in counterparts which, when combined with executed counterparts signed by each of the parties hereto, shall be deemed an original executed Agreement.

[Signature pages to follow]



**CITY OF BRADENTON, FLORIDA**

Date: November 17, 2021



By: Gene Brown  
Gene Brown, Mayor

Attest: Tamara Melton  
Tamara Melton, City Clerk

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of (check one)  
 physical presence or  online notarization, this 17<sup>th</sup> day of November, 2021, by Gene Brown, Mayor of the City of Bradenton, Florida. He/She (check one)  is personally known to me or  has produced a valid driver's license as identification.

Corey J Fortin  
Notary Public State of Florida  
Corey J Fortin  
My Commission HH 086117  
Expires 12/05/2024

DocuSign Envelope ID: 2AF073AB-EAF6-4B41-9748-023F268F4D01

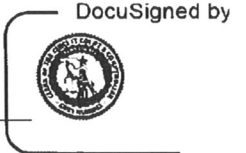
**LEON COUNTY, FLORIDA**

Date: December 14, 2021

DocuSigned by:  
*Bill Proctor*  
By: EF9A59141C244C  
Bill Proctor, Chair  
Board of County Commissioners  
Date: 12/18/2021

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

DocuSigned by:  
*Chasity H. O'Steen*  
By: BCE3E0EFD079484



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

DocuSigned by:  
*Gwendolyn Marshall Knight*  
By: 178D7F95C3774F4

- 6 -

**ORANGE COUNTY HEALTH FACILITIES  
AUTHORITY**

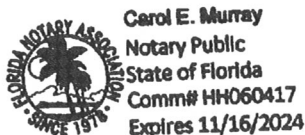
Date: November 29, 2021

By: *Leonard Habas*  
Leonard Habas  
Chairperson

Attest: *[Signature]*  
ROBERT SZAFRANSKI

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of (check one)  
 physical presence or  online notarization, this 29<sup>th</sup> day of November, 2021, by  
Leonard Habas Chairperson of the Orange County Health Facilities Authority, on behalf of  
the Authority. He/She (check one)  is personally known to me or  has produced a valid  
driver's license as identification.



*Carol E. Murray*  
Notary Public, State of Florida  
Name: Carol E. Murray  
My Commission Expires: 11-16-24  
My Commission Number is: HH060417

**ST. JOHNS COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

Date: November 8, 2021

By: Melissa Churchwell  
Melissa Churchwell, Chair

Attest: [Signature]  
Geoffrey Litchney, Secretary

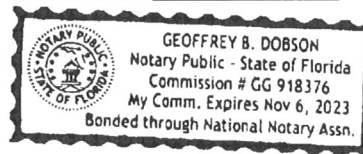
STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of *(check one)*  
 physical presence or  online notarization, this 8<sup>th</sup> day of November, 2021, by Melissa Churchwell, Chair of the St. Johns County Industrial Development Authority. She *(check one)*  
 is personally known to me or  has produced a valid driver's license as identification.

[Signature]  
Notary Public, State of Florida  
Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_



**CITY OF ST. PETERSBURG HEALTH  
FACILITIES AUTHORITY**

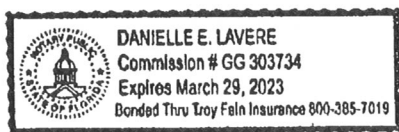
Date: November 30, 2021

By: *Mary Wyatt Allen*  
Print Name: Mary Wyatt Allen  
Title: chair

Attest: *William C. Johnson*  
Print Name: William C. Johnson  
Title: secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of (check one)  
 physical presence or  online notarization, this 30<sup>th</sup> day of November, 2021, by  
Mary Wyatt Allen, chairperson of the City of St. Petersburg Health Facilities  
Authority. He/She (check one)  is personally known to me or  has produced a valid driver's  
license as identification.

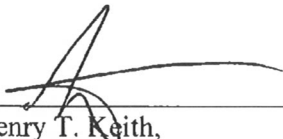


*Danielle Laveré*

APPROVAL AND ACKNOWLEDGMENT OF THE OBLIGATED GROUP

Presbyterian Retirement Communities, Inc., a Florida not for profit corporation on behalf of the Obligated Group for which the Bonds are being issued from time to time, hereby approves this Interlocal Agreement and acknowledges acceptance of its obligations arising hereunder, including, without limitation, its obligations under Section 5 hereof regarding notification of Bond issues, its obligations under Section 6 to be responsible for fees and costs, and its obligations under Section 7 hereof regarding indemnification by causing this Approval and Acknowledgment to be executed by its proper officer as of the date of said Interlocal Agreement.

**PRESBYTERIAN RETIREMENT  
COMMUNITIES, INC.**

By:   
Henry T. Keith,  
Senior Vice President and  
Chief Financial Officer

## NOTICE OF PUBLIC HEARING AND PUBLIC MEETING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Leon County, Florida (“Leon County”), will conduct a public hearing on Tuesday, July 9, 2024 at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5<sup>th</sup> Floor, Leon County Courthouse, 301 S. Monroe Street, Tallahassee, Florida 32301, relating to the issuance by the Orange County Health Facilities Authority (the “Issuer”) of the Issuer’s Revenue Bonds (Presbyterian Retirement Communities Obligated Group Project), Series 2024, pursuant to a plan of finance described herein in one or more installments or series in an aggregate principal amount not to exceed \$95,000,000 (collectively, the “Bonds”) for the purpose of financing and refinancing (including through reimbursement): (i) the acquisition, development, construction, equipping, furnishing and improvement of capital projects for continuing care retirement communities located in the City of Bradenton, Florida, Leon County, Orange County, Florida, St. Johns County, Florida and the City of St. Petersburg, Florida (as further defined and described below, the “Facilities”), (ii) the refunding of certain bonds described below and (iii) the payment of certain costs of issuance of the Bonds (collectively, the “Project”). The Bonds will be qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the “Code”). The Obligated Group is composed of Presbyterian Retirement Communities, Inc. (“PRC”), Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc. and Westminster Shores, Inc. Florida Presbyterian Homes, Inc. (“FPH”) is expected to be admitted to the Obligated Group upon the issuance of the Bonds. It is the intention of the Obligated Group and the Issuer that the first series of Bonds will be issued no later than one year from the date of approval of the plan of finance described herein.

The Facilities consist of the following:

- (a) Infrastructure replacements, updates and other capital improvements at Westminster Manor, 1700 21<sup>st</sup> Ave West, Bradenton, Florida 32405 and Westminster Point Pleasant, 1533 Fourth Avenue, Bradenton, Florida 34205 in an amount not to exceed \$8,000,000 to include, at Westminster Point Pleasant, the replacement of sanitary sewer stacks at an estimated cost of \$8,000,000. Both of these Facilities are owned by PRC.
- (b) The construction and equipping of a new lifelong learning center and infrastructure replacements, updates and other capital improvements at Westminster Winter Park, 1111 South Lakemont Avenue, Winter Park, Florida 32792 in an amount not to exceed \$11,000,000 and infrastructure replacements, updates and other capital improvements at Westminster Towers, 70 West Lucerne Circle, Orlando, Florida 32801 in an amount not to exceed \$6,000,000. Both of these Facilities are owned by PRC.
- (c) Infrastructure replacements, updates and other capital improvements at Westminster Woods on Julington Creek, 25 State Road 13, Jacksonville, Florida 32259 (located in Fruit Cove in St. Johns County) in an amount not to exceed \$20,000,000. This Facility is owned by Wesley Manor, Inc. and PRC.

- (d) The construction and equipping of a new lifelong learning center, new villa homes and apartments and other replacements, updates and capital improvements at Westminster St. Augustine, the main office for the campus being located at 235 Towerview Drive, St. Augustine, Florida 32092 and property to the south that is contiguous to the Westminster St. Augustine community on the southern side of the retention pond in an amount not to exceed \$23,500,000. This Facility is owned by Westminster Pines, Inc.
- (e) Infrastructure replacements, updates and other capital improvements at Westminster Shores, 125 56<sup>th</sup> Avenue South, St. Petersburg, Florida 32705 in an amount not to exceed \$4,000,000. This Facility is owned by Westminster Shores, Inc.
- (f) The replacement of the Palm View building's windows and façade and other capital improvements at Westminster Palms, 939 10<sup>th</sup> Avenue N, St. Petersburg, Florida 33701 in an amount not to exceed \$12,000,000. This Facility is owned by Palm Shores Retirement Community, Inc.
- (g) The construction and equipping of a new memory care building and infrastructure replacements, updates and other capital improvements at Westminster Suncoast, 1095 Pinellas Point Dr. S, St. Petersburg, Florida 33705 in an amount not to exceed \$14,000,000. This Facility is owned by Suncoast Manor Retirement Community, Inc.

The bonds to be refunded are as follows:

- (a) The Orange County Health Facilities Authority Revenue Bonds (Presbyterian Retirement Communities Project), Series 2014 presently outstanding in the aggregate principal amount of \$29,850,000 (the "2014 Bonds"). The 2014 Bonds financed renovations at Westminster Manor, 1700 21<sup>st</sup> Avenue West, Bradenton, Florida 32405, elevator modernization at Westminster Towers in Orlando at the above address, construction of residential building units and refurbishing of related common areas and converting assisted living units to skilled nursing/rehabilitation units at Westminster Woods on Julington Creek at the above address, construction of residential units and a parking structure at Westminster Oaks, 4449 Meandering Way, Tallahassee, Florida 32308, construction of residential units at Westminster Shores at the address above, refurbishing of common areas and a new roof and window replacements at the Shores building at Westminster Point Pleasant, 1533 4<sup>th</sup> Avenue W, Bradenton, Florida 34205. The 2014 Bonds also refunded the St. Johns County Industrial Development Authority First Mortgage Revenue Bonds (Presbyterian Retirement Communities Project), Series 2004A and Series 2004B (collectively, the "2004 Bonds"). The 2004 Bonds financed capital additions and improvements at Westminster Oaks (owned by PRC) and other Facilities owned by the Obligated Group.
- (b) The Polk County Industrial Development Authority Health Care Facilities Revenue Bond (Florida Presbyterian Homes Project), Series 2010A and Series



2015 outstanding as of May 15, 2024 in the aggregate principal amount of \$14,403,681.17 (the “FPH Bonds”). The FPH Bonds financed renovations at FPH, 16 Lake Hunter Drive, Lakeland, Florida 33803. The FPH Bonds also financed the construction of assisted living apartments, independent living units and executive office space as well as an apartment building located at 320 Cannon Street, Lakeland, Florida 33803, the expansion, renovation and equipping of a two-story skilled nursing facility at 909 South Lakeside Drive, Lakeland, Florida 33803 and acquisition, construction and renovation of multiple independent living units at 824/826, 828/830 and 829 Lakeside Court, Lakeland, Florida 33803 – all owned by FPH.

The Bonds and the interest thereon will be limited obligations of the Issuer payable solely from (i) loan payments to be made by the Obligated Group and (ii) other moneys pledged therefor under the financing documents for the Bonds. The Bonds will not constitute a general indebtedness or a charge against the general credit of the Issuer. Neither the faith nor credit of the Issuer, Leon County, the State of Florida, or any political subdivision or municipality thereof, will be pledged to the payment of the principal of or interest on the Bonds and the Bonds shall not constitute a debt, liability or obligation of the Issuer, Leon County, the State of Florida, or any political subdivision or municipality thereof. The Issuer has no taxing power.

The public hearing held by Leon County is required by Section 147(f) of the Code. Any person interested in the proposed issuance of the Bonds may be heard as described below. Subsequent to the public hearing, Leon County will consider whether to approve the Bonds, as required by Section 147(f) of the Code.

The public hearing held by Leon County will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the issuance of the Bonds. Leon County will also broadcast the public hearing on Comcast channel 16, the Leon County channel on Roku, and the County’s Facebook page (<https://www.facebook.com/LeonCountyFL/>), (<https://www.youtube.com/user/LeonCountyFL>), and web site ([www.LeonCountyFL.gov](http://www.LeonCountyFL.gov)).

All interested persons are invited to attend this hearing and, either personally or through their representative, present oral or written comments and discussion concerning the proposed issuance of the Bonds for the Project, particularly the existing facilities located in Leon County.

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, July 8, 2024. 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.

Written comments may also be submitted to Leon County by mail or email to the attention of Chasity O’Steen, County Attorney, 301 S. Monroe Street, Suite 202, Tallahassee,

Florida 32301; [osteenc@leoncountyfl.gov](mailto:osteenc@leoncountyfl.gov). Any such comments must be received by 12:00 p.m. on Tuesday, July 9, 2024, to ensure adequate time for distribution to the Board members and posting for public review.

Pursuant to Section 286.0105, Florida Statutes, as amended, Leon County hereby advises that if any person decides to appeal any decision made by Leon County with respect to any matter considered at such public hearing and meeting, such person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is to be based. The County does not provide or prepare such record.

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 Chair, Mathieu Cavell at Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, or [CMR@leoncountyfl.gov](mailto:CMR@leoncountyfl.gov), by written request at least 48 hours prior to the proceeding. Telephone: 606-5300; 1-800-955-8771 (TDD), 1-800-955-8770 (Voice), or 711 via Florida Relay Service. Accommodation Request Forms are available on the website [www.leoncountyfl.gov/ADA](http://www.leoncountyfl.gov/ADA).

DATED: June 23, 2024.

By: THE BOARD OF COUNTY  
COMMISSIONERS OF LEON COUNTY,  
FLORIDA



PO Box 631244 Cincinnati, OH 45263-1244

**AFFIDAVIT OF PUBLICATION**

Suite 1500  
Rogers Towers, P.A.  
1301 Riverplace Blvd Suite 1500  
Jacksonville FL 32207


STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Tallahassee Democrat, a newspaper published in Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Leon County, Florida, or in a newspaper by print in the issues of, on:

06/23/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/23/2024

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

9.19.25

My commission expires

Publication Cost: \$539.84  
Tax Amount: \$0.00  
Payment Cost: \$539.84  
Order No: 10294010 # of Copies:  
Customer No: 1462458 0  
PO #: LSAR0117620

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

VICKY FELTY  
Notary Public  
State of Wisconsin

NOTICE OF PUBLIC HEARING AND PUBLIC MEETING  
NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Leon County, Florida ("Leon County"), will conduct a public hearing on Tuesday, July 9, 2024 at 6:00 p.m., or as soon thereafter as such matter may be heard, at the County Commission Chambers, 5th Floor, Leon County Courthouse, 301 S. Monroe Street, Tallahassee, Florida 32301, relating to the issuance by the Orange County Health Facilities Authority (the "Issuer") of the Issuer's Revenue Bonds (Presbyterian Retirement Communities Obligated Group Project), Series 2024, pursuant to a plan of finance described herein in one or more installments or series in an aggregate principal amount not to exceed \$75,000,000 (collectively, the "Bonds") for the purpose of financing and refinancing (including through reimbursement): (i) the acquisition, development, construction, equipping, furnishing and improvement of capital projects for continuing care retirement communities located in the City of Bradenton, Florida, Leon County, Orange County, Florida, St. Johns County, Florida and the City of St. Petersburg, Florida (as further defined and described below, the "Facilities"); (ii) the refunding of certain bonds described below and (iii) the payment of certain costs of issuance of the Bonds (collectively, the "Project"). The Bonds will be qualified 301(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"). The Obligated Group is composed of Presbyterian Retirement Communities, Inc. ("PRC"), Palm Shores Retirement Community, Inc., Suncoast Manor Retirement Community, Inc., Wesley Manor, Inc., Westminster Pines, Inc., Westminster Retirement Communities Foundation, Inc., Westminster Services, Inc. and Westminster Shores, Inc. Florida Presbyterian Homes, Inc. ("FPH") is expected to be admitted to the Obligated Group upon the issuance of the Bonds. It is the intention of the Obligated Group and the Issuer that the first series of Bonds will be issued no later than one year from the date of approval of the plan of finance described herein. The Facilities consist of the following:

- (a) Infrastructure replacements, updates and other capital improvements at Westminster Manor, 1700 21st Ave West, Bradenton, Florida 32405 and Westminster Point Pleasant, 1533 Fourth Avenue, Bradenton, Florida 34205 in an amount not to exceed \$8,000,000 to include, at Westminster Point Pleasant, the replacement of sanitary sewer stacks at an estimated cost of \$8,000,000. Both of these Facilities are owned by PRC.
- (b) The construction and equipping of a new lifelong learning center and infrastructure replacements, updates and other capital improvements at Westminster Winter Park, 1111 South Lakemont Avenue, Winter Park, Florida 32792 in an amount not to exceed \$11,000,000 and infrastructure replacements, updates and other capital improvements at Westminster Towers, 70 West Lucerne Circle, Orlando, Florida 32801 in an amount not to exceed \$4,000,000. Both of these Facilities are owned by PRC.
- (c) Infrastructure replacements, updates and other capital improvements at Westminster Woods on Julington Creek, 25 State Road 13, Jacksonville, Florida 32259 (located in Fruit Cove in St. Johns County) in an amount not to exceed \$20,000,000. This Facility is owned by Wesley Manor, Inc. and PRC.
- (d) The construction and equipping of a new lifelong learning center, new villa homes and apartments and other replacements, updates and capital improvements at Westminster St. Augustine, the main office for the campus being located at 235 Towerview Drive, St. Augustine, Florida 32092 and property to the south that is contiguous to the Westminster St. Augustine community on the southern side of the retention pond in an amount not to exceed \$22,500,000. This Facility is owned by Westminster Pines, Inc.
- (e) Infrastructure replacements, updates and other capital improvements at Westminster Shores, 125 56th Avenue South, St. Petersburg, Florida 32705 in an amount not to exceed \$4,000,000. This Facility is owned by Westminster Shores, Inc.
- (f) The replacement of the Palm View building's windows and façade and other capital improvements at Westminster Palms, 939 10th Avenue N, St. Petersburg, Florida 33701 in an amount not to exceed \$12,000,000. This Facility is owned by Palm Shores Retirement Community, Inc.
- (g) The construction and equipping of a new memory care building and infrastructure replacements, updates and other capital improvements at Westminster Suncoast, 1095 Pinellas Point Dr. S, St. Petersburg, Florida 33705 in an amount not to exceed \$14,000,000. This Facility is owned by Suncoast Manor Retirement Community, Inc.

The bonds to be refunded are as follows:

- (a) The Orange County Health Facilities Authority Revenue Bonds (Presbyterian Retirement Communities Project), Series 2014 presently outstanding in the aggregate principal amount of \$29,850,000 (the "2014 Bonds"). The 2014 Bonds financed renovations at Westminster Manor, 1700 21st Avenue West, Bradenton, Florida 32405, elevator modernization at Westminster Towers in Orlando at the above address, construction of residential building units and refurbishing of related common areas and converting assisted living units to skilled nursing/rehabilitation units at Westminster Woods on Julington Creek at the above address, construction of residential units and a parking structure at Westminster Oaks, 4449 Meandering Way, Tallahassee, Florida 32308, construction of residential units at Westminster Shores at the address above, refurbishing of common areas and a new roof and window replacements at the Shores building at Westminster Point Pleasant, 1533 4th Avenue W, Bradenton, Florida 34205. The 2014 Bonds also refunded the St. Johns County Industrial Development Authority First Mortgage Revenue Bonds (Presbyterian Retirement Communities Project), Series 2004A and Series 2004B (collectively, the "2004 Bonds"). The 2004 Bonds financed capital additions and improvements at Westminster Oaks (owned by PRC) and other Facilities owned by the Obligated Group.
- (b) The Palm County Industrial Development Authority Health Care Facilities Revenue Bond (Florida Presbyterian Homes Project), Series 2016A and Series 2015 outstanding as of May 15, 2024 in the aggregate principal amount of \$14,403,661.17 (the "FPH Bonds"). The FPH Bonds financed renovations at FPH, 16 Lake Hunter Drive, Lakeland, Florida 33803. The FPH Bonds also financed the construction of assisted living apartments, independent living units and executive office spaces, as well as an apartment building located at 300 Cannon Street, Lakeland, Florida 33803, the expansion, renovation and equipping of a two-story skilled nursing facility at 909 South Lakeside Drive, Lakeland, Florida 33803 and acquisition, construction and renovation of multiple independent living units at 824826, 828930 and 829 Lakeside Court, Lakeland, Florida 33802 - all owned by FPH.

The Bonds and the interest thereon will be limited obligations of the Issuer payable solely from (i) loan payments to be made by the Obligated Group and (ii) other moneys pledged therefor under the financing documents for the Bonds. The Bonds will not constitute a general indebtedness or a charge against the general credit of the Issuer, neither the faith nor credit of the Issuer, Leon County, the State of Florida, or any political subdivision or municipality thereof, will be pledged to the payment of the principal or interest on the Bonds and the Bonds shall not constitute a debt, liability or obligation of the Issuer, Leon County, the State of Florida, or any political subdivision or municipality thereof. The Issuer has no taxing power. The public hearing held by Leon County is required by Section 147(f) of the Code. Any person interested in the proposed issuance of the Bonds may be heard as described below. Subsequent to the public hearing, Leon County will consider whether to approve the Bonds, as required by Section 147(f) of the Code.

The public hearing held by Leon County will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the issuance of the Bonds. Leon County will also broadcast the public hearing on Comcast channel 16, the Leon County channel on Roku, and the County's Facebook page (<https://www.facebook.com/LeonCountyFL/>), (<https://www.youtube.com/user/LeonCountyFL>), and web site ([www.LeonCountyFL.gov](http://www.LeonCountyFL.gov)).

All interested persons are invited to attend this hearing and, either personally or through their representative, present oral or written comments and discussion concerning the proposed issuance of the Bonds for the Project, particularly the existing facilities located in Leon County.

Interested parties may also provide virtual real-time public comments during the public hearing. After the Board of County Commissioners' 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/ceadmin/agenda/> by 8:00 p.m. on Monday, July 8, 2024. 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.

Written comments may also be submitted to Leon County by mail or email to the attention of Chasity O'Steen, County Attorney, 301 S. Monroe Street, Suite 203, Tallahassee, Florida 32301; [estee@cleoncountyfl.gov](mailto:estee@cleoncountyfl.gov). Any such comments must be received by 12:00 p.m. on Tuesday, July 9, 2024 to ensure adequate time for distribution to the Board members and posting for public review.

Pursuant to Section 286.0165, Florida Statutes, as amended, Leon County hereby advises that if any person decides to appeal any decision made by Leon County with respect to any matter considered at such public hearing and meeting, such person will need a record of the proceedings and, for such purpose, may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is to be based. The County does not provide or prepare such record. 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 Chair, Mathieu Covell at Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, or [CMR@leoncountyfl.gov](mailto:CMR@leoncountyfl.gov), by written request at least 48 hours prior to the proceeding. Telephone: 606-5300; 1-800-955-8771 (TDD); 1-800-955-8770 (Voice), or 711 via Florida Relay. Request for Information/Request Forms are available on the website [www.leoncountyfl.gov](http://www.leoncountyfl.gov).

DATED: June 23, 2024.  
By: The Board of County Commissioners of Leon County, Florida  
June 23, July 2 2024

LSAR0117620